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SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings

100942179

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 1-12-99  
Astec Industries, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Declaration attesting to Assignment of Trademark by mistake and assigning any rights Assignee may have to Registrant  
Execution Date: January 4, 1999

2. Name and address of receiving party(ies)

Name: Papa Romano's Enterprises, Inc.

Internal Address: \_\_\_\_\_

Street Address: 45355 Helm Street

City: Plymouth State: MI ZIP: 48170

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Michigan
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,962,676

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David J. Hill

Internal Address: Chambliss, Bahner & Stophel, P.C.

Street Address: 1000 Tallan Building

Two Union Square

City: Chattanooga State: TN ZIP: 37402

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

01/13/1999 DNGUYEN 00000248 1962676

FC:481

40.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David J. Hill  
Name of Person Signing

David J. Hill  
Signature

January 5, 1999  
Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant: Papa Romano's )  
Enterprises, Inc. )  
Mark: **BIG SICILIAN** ) Assignee: Astec Industries, Inc.  
Registration Number: 1,962,676 ) Assignor: Portec, Inc.  
Registration Date: March 19, 1996 )

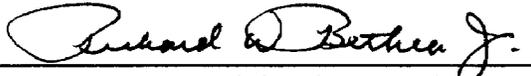
**DECLARATION ATTESTING TO ASSIGNMENT OF TRADEMARK BY MISTAKE  
AND ASSIGNING ANY RIGHTS ASSIGNEE MAY HAVE TO REGISTRANT**

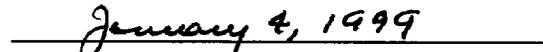
**TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS:**

Richard W. Bethea, Vice President and General Counsel of Astec Industries, Inc. (Astec), hereby declares that:

1. An Assignment Of Intellectual Property Assets (the Assignment) was executed on or about December 2, 1997 by Portec, Inc. (Portec) transferring several trademarks, among other assets, to Astec.
2. The Assignment included a schedule of registered trademarks being transferred. Listed on this schedule, among other entries, was the mark **INNOVATOR**, which was identified by Registration Number 1,962,676.
3. Subsequently, on or about June 19, 1998, Astec caused the Assignment to be recorded in the U.S. Patent and Trademark Office. The Assignment was recorded at Reel 1747, Frame 0970.
4. Upon receipt of the Notice of Recordation of the Assignment, Astec realized that the Assignment contained an error, namely that the mark **INNOVATOR** was identified by an incorrect registration number.
5. The mark which is identified by Registration No. 1,962,676 is the mark **BIG SICILIAN**, which was registered to Papa Romano's Enterprises, Inc., a Michigan corporation having as its address 45355 Helm Street, Plymouth, Michigan 48170.
6. The mark **INNOVATOR** is properly identified by Registration No. 1,962,876.
7. Astec and Portec have corrected the Assignment so as to properly describe the **INNOVATOR** mark by Registration No. 1,962,876, and Astec has caused the corrected Assignment to be recorded in the U.S. Patent and Trademark Office.

8. Astec wishes to remove any cloud on the title of Papa Romano's Enterprises, Inc. in and to the mark **BIG SICILIAN**, Registration No. 1,962,676, and hereby requests that this Declaration be recorded so as to correct the inadvertent assignment of any rights to it in the mark **BIG SICILIAN**, Registration No. 1,962,676. In addition, Astec hereby assigns to Papa Romano's Enterprises, Inc. any and all rights it may have in the mark **BIG SICILIAN**, Registration No. 1,962,676, including any goodwill of the business associated with and symbolized by such mark.
9. Mr. Bethea further declares that he is properly authorized to execute this document on behalf of Astec, that all statements made herein of his own knowledge are true and all statements made on information and belief are believed to be true, and furthermore, that these statements were and are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of this document and of any registration referred to herein.

  
Richard W. Bethea, Jr.

  
Date

**Registered Trademarks**

<b>Country</b>	<b>Trademark</b>	<b>Appl./Registration No.</b>	<b>Appl./Regis.Date</b>
U.S.	AGGPREP	1,872,247	10-Jan-95
U.S.	SPOKANE (and design)	1,061,139	15-Mar-77
U.S.	DRAGON DESIGN (Rocky design)	1,594,895	8-May-90
U.S.	MAGNA CONE	1,594,894	8-May-90
U.S.	INNOVATOR	1,962,676	19-Mar-96
U.S.	SPOKANE (and design)	1,061,139	15-Mar-77
U.S.	KEM-HOUSE	1,315,376	22-Jan-85
U.S.	KOLBERG	1,704,548	4-Aug-92
U.S.	MESABI	1,814,693	4-Jan-94
U.S.	RETRIEVE-IT	1,307,693	4-Dec-84
U.S.	ROCK EATER	1,834,326	3-May-94
U.S.	SANDPREP	704,571	20-Sep-60
U.S.	SANDSORT	700,484	5-Jul-60
U.S.	SPEC-SELECT II	1,317,739	05-Feb-85

**ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "Assignment"), dated as of December 2, 1997, is made by Portec, Inc., a Delaware corporation ("Assignor"), and Astec Industries, Inc. a Tennessee corporation ("Assignee"). All capitalized terms not otherwise defined in this Agreement are defined as set forth in the Asset Purchase Agreement dated as of October 16, 1997, as amended on December 2, 1997, between Assignor and Assignee (the "Purchase Agreement").

**WHEREAS**, Assignor and Assignee are parties to the Purchase Agreement by which Assignee has acquired substantially all of the assets of the Division;

**WHEREAS**, Assignor is the owner of (i) certain United States federal and foreign trademark and service mark registrations and applications therefor relating to the business of the Division (collectively, the "Registered Marks"), including, but not limited to, the registrations and applications listed in Schedule A, (ii) certain ideas, inventions, patents and utility models and applications therefor relating to the business of the Division, including, but not limited to, the United States and foreign patents and utility models and applications therefor listed in Schedule A hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (hereinafter, collectively, the "Patents"); and (iii) certain copyrights, trade dress, know-how, trade secrets, common law trademarks, service marks and tradenames, and other similar proprietary rights relating to the business of the Division (collectively, the "Common Law Assets"), including, but not limited to, the common law trademarks and tradenames listed in Schedule A; and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor is required to sell, assign, transfer and convey the Subject Assets, to Assignee, including without limitation the Registered Marks, Patents, and the Common Law Assets (collectively, the "Assets");

**NOW, THEREFORE**, for the consideration set forth in the Purchase Agreement, and other valuable and legally sufficient consideration acknowledged by the Assignor to have been received in full:

1. The Assignor does hereby sell, convey, assign and transfer to the Assignee its entire right, title and interest in, to and under all Assets, together with the goodwill of the business symbolized by such Assets, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such Assets, these rights to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

2. The Assignor hereby represents that the Assignor has the full right to convey the Assets to Assignee and this Assignment is effective to transfer all of Assignor's right, title and interest in the Assets to Assignee.

3. The Assignor hereby covenants and agrees to execute any and all documents reasonably requested by Assignee for the purpose of carrying out the intent and purposes of this Assignment. The Assignor hereby further covenants and agrees that it will cooperate with the Assignee to enable the Assignee to enjoy, to the fullest extent, the right, title and interest intended to be herein conveyed. Assignor's cooperation shall include prompt production of pertinent facts and documents, giving of

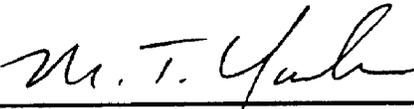
testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the Assets, all to the extent deemed necessary or desirable by the Assignee for (a) the continued prosecution, if any, of the Assets, including any interference which may arise, and the making and prosecution of any other foreign or United States patent or trademark application that the Assignee may elect to pursue stemming from the Assets, including any divisions, continuations, continuation-in-parts, substitutions or reissues, and including any interference which may arise during same; (b) participation in any legal or administrative proceedings involving the Assets; and (c) otherwise fully carrying out the terms of this Assignment.

4. The terms and covenants of this Assignment shall inure to the benefit of the Assignee and its successors and assigns and shall be binding upon the Assignor and its successors and assigns.

5. The Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue a new certificate of registration in the Assignee's name.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment on the day and year first above written.

PORTEC, INC.

By:   
\_\_\_\_\_  
Michael T. Yonker

Its: Chief Executive Officer and President

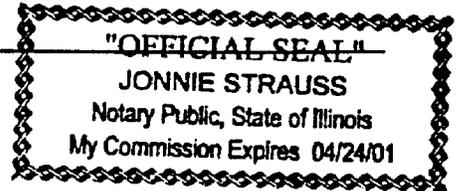
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STATE OF ILLINOIS            )  
  ) SS:  
COUNTY OF COOK            )

On this 2nd day of December, 1997, before me appeared Michael T. Yonker, who, being by me duly sworn, did say that he is the Chief Executive Office and President of Portec, Inc., a Delaware corporation and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.

  
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



**SCHEDULE A**  
( 3 Pages)

**Registered Trademarks**

Country	Trademark	Appl./Registration No.	Appl./Regis.Date
U.S.	AGGPREP	1,872,247	10-Jan-95
U.S.	SPOKANE (and design)	1,061,139	15-Mar-77
U.S.	DRAGON DESIGN (Rocky design)	1,594,895	8-May-90
U.S.	MAGNA CONE	1,594,894	8-May-90
U.S.	INNOVATOR	1,962,676	19-Mar-96
Canada	INNOVATOR	TMA473,252	21-Mar-97
U.S.	SPOKANE (and design)	1,061,139	15-Mar-77
Canada	FIBER-FUNNEL	TMA014,252	16-May-86
U.S.	KEM-HOUSE	1,315,376	22-Jan-85
U.S.	KOLBERG	1,704,548	4-Aug-92
Mexico	KOLBERG	483,591	4-Aug-94
U.S.	MESABI	1,814,693	4-Jan-94
Canada	PIONEER	444,025	16-Jun-95
U.S.	RETRIEVE-IT	1,307,693	4-Dec-84
U.S.	ROCK EATER	1,834,326	3-May-94
U.S.	SANDPREP	704,571	20-Sep-60
U.S.	SANDSORT	700,484	5-Jul-60
U.S.	SPEC-SELECT II	1,317,739	05-Feb-85



**Patents**

Country	Title	Appl./ Reg. No.	Appl./Reg. Date
United States	Tub grinder with screen portion	5,181,663	26-Jan-93
United States	Hammers for hammer mills	5,484,111	16-Jan-96
United States	Portable screening/mixing plant	5,294,065	15-Mar-94
United States	Impeller shoe assembly	RE32,355	17-Feb-87
United States	Anvil assembly for VSI crusher	RE32,363	24-Feb-87
United States	Screening apparatus (donut screen)	08/398,068	25-Oct-95
United States	Grizzly screening apparatus	08/690,478	31-Jul-96
Canada	Tumble grinder with screen portion	2,088,638	14-Oct-97
Canada	Screening apparatus (donut screen)	2,170,693	29-Feb-96
United States	Autogenous rotor and anvil ring	application being considered for filing	--

**Common Law Assets**

Asset Type	Asset	Country
Trademark	BUILT FOR THE DAILY GRIND	U.S.
Trademark	DONUT SCREEN	Canada
Trademark	KOLBERG	Canada
Trademark	DONUT SCREEN	U.S.
Trademark	SMART TUB	U.S.
Trademark	TUMBLE GRINDER	U.S.
Trademark	KEM-TUBE	U.S.
Trademark	METRO MAULER	U.S.