

12-10-1999



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Conveyance Type

- ☒ Assignment ☐ Security Agreement
- ☐ License ☐ Change of Name
- ☐ Merger ☐ Other

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- ☐ Departmental File ☐ Secret File

JCS75 U.S. PTO
09/450373

11/26/99

Conveying Party(ies)☐ Mark if additional names of conveying parties attached

Name (line 1) Malcolm Leland Swanson

Execution Date
Month Day Year
11 18 99

Name (line 2)

Second Party

Name (line 1) Gary R. Keylon

Execution Date
Month Day Year
11 18 99

Name (line 2)

Receiving Party☐ Mark if additional names of receiving parties attached

Name (line 1) Astec Industries, Inc.

Name (line 2)

Address (line 1) P.O. Box 72787

Address (line 2) 4101 Jerome Avenue

Address (line 3) Chattanooga

Tennessee/USA

37402

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

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Mail documents to be recorded with required cover sheet(s) information to:
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REEL: 010421 FRAME: 0431

Correspondent Name and Address

Area Code and Telephone Number (423) 756-3000

Name David J. Hill

Address (line 1) Chambliss, Bahner & Stophel, P.C.

Address (line 2) 1000 Tallan Building

Address (line 3) Two Union Square

Address (line 4) Chattanooga, Tennessee 37402

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

2

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year
11 18 99

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment:
Deposit Account

Enclosed ☒ Deposit Account ☐

(Enter or payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

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Authorization to charge additional fees:

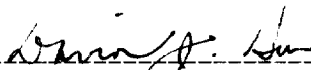
Yes ☐ No ☐

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. Charges to deposit account are authorized, as indicated herein.

David J. Hill

Name of Person Signing


Signature

11-22-99

Date

ASSIGNMENT

We, Malcolm Leland Swanson and Gary Roger Keylon, have made a new and useful invention for which we are preparing to file a patent application in the United States Patent and Trademark Office, which application is entitled: **Dust Distributor For Asphalt Mixing Machine**, and we have executed the Declaration for said application on dates shown below.

In consideration of one dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, and intending to be legally bound, we do hereby sell, assign and transfer to Astec Industries, Inc., a corporation organized and existing under the laws of the State of Tennessee, and having its principal place of business in Chattanooga, in the County of Hamilton and State of Tennessee, its successors, assigns and legal representatives, our entire right, title and interest, for all countries, in and to any and all inventions, discoveries and improvements which are disclosed and claimed, and any and all inventions, discoveries and improvements which are disclosed but not claimed, in the aforementioned patent application, and in and to said application and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed on any of said inventions, discoveries and improvements disclosed in said application, and in and to all original and reissue patents which have been or shall be issued by the United States or any other country on any of said inventions, discoveries and improvements.

This assignment includes the right to file and prosecute any and all such applications, and the right to sue and recover for any and all infringements of any of said patents.

We hereby authorize and request the Commissioner of Patents and Trademarks to issue to said assignee, Astec Industries, Inc., its successors, assigns and legal representatives, any and all United States Letters Patent on said inventions, discoveries and improvements, or any of them, disclosed in the aforementioned application, in accordance with this assignment.

Each of us agrees that, when requested, without charge but at the expense of said assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, we will, for all countries, (1) execute all divisional, continuing, substitute, renewal, reissue and all other patent applications on any and all of said inventions, discoveries and improvements, (2) execute all rightful oaths, declarations and other papers, (3) communicate to said assignee, its successors, assigns and representatives, all facts known to me relating to said inventions, discoveries and improvements and the history thereof, (4) testify in all legal proceedings relating to said inventions, discoveries and improvements and/or said patent applications and/or patents, and (5) generally do everything reasonably necessary, as required by said assignee, its successors, assigns or representatives, to aid in securing, maintaining and enforcing proper patent protection for said inventions, discoveries and improvements, and for vesting title to the same, as well as to patent applications and patents covering said inventions, discoveries and improvements, in said assignee, its successors, assigns and legal representatives.

{14701 00/9805/00348541.DOC.}

Each of us does hereby covenant with said assignee, for himself and his heirs, legal representatives and assigns, that he and his heirs, legal representatives and assigns, (1) have not and will not execute any instrument or perform any act in conflict herewith, and (2) will at all times do such acts and execute such papers without expense to me, as may be necessary or desirable (a) in order to fully protect said inventions, discoveries and improvements and said patent applications and patents pertaining thereto, for the benefit of said assignee, its successors and assigns, and (b) to give full force and effect to this assignment. Each of us furthermore agrees and affirms that he has the unrestricted right to make the conveyance set forth herein.

Executed this 18th day of Nov., 1999 by Malcolm L. Swanson.

Malcolm L. Swanson
Malcolm L. Swanson

State of Tennessee)
Count / of Hamilton)

Before me, a notary public in and for said county, appeared on this 18th day of Nov., 1999, Malcolm L. Swanson, who is personally known to me to be the person who is described in and who executed the above instrument, and he acknowledged that he executed the same of his own free will for the purposes set forth therein.

Lynn A. Perry
Notary Public
My commission expires: Nov 20, 2001

Executed this 18th day of Nov., 1999 by Gary R. Keylon.

Gary R. Keylon
Gary R. Keylon

State of Tennessee)
County of Hamilton)

Before me, a notary public in and for said county, appeared on this 18th day of Nov., 1999, Gary R. Keylon, who is personally known to me to be the person who is described in and who executed the above instrument, and he acknowledged that he executed the same of his own free will for the purposes set forth therein.

Lynn A. Perry
Notary Public
My commission expires: Nov 20, 2001

{1470 (0079805/00348541.DOC) }