


Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

**RECORDATION FORM COVERSHEET
PATENTS ONLY**U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark OfficeTab settings          

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

| | | | |
|---|--|--|--|
| 1. Name of conveying party(ies): Astec Industries, Inc., a Tennessee corporation Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | 2. Name and address of receiving party(ies) Name: <u>Superior Industries, LLC, a Minnesota limited liability company</u> Internal Address: _____ Street Address: <u>P.O. Box 684, Hwy. 28 East</u> City: <u>Morris</u> State <u>MN</u> Zip <u>56267</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| 3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>June 30, 2004</u> | | | |
| 4. Application number(s) or registration number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) <u>60/558,087 60,557,960</u> B. Patent Registration No.(s) <u>5,515,961 6,296,109 6,349,819</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |
| 5. Name and address of party to whom correspondence concerning documents should be mailed: Name: <u>Connie R. Heikkila</u> Internal Address: <u>Lindquist & Vennum, P.L.L.P.</u> Street Address: <u>4200 IDS Center, 80 So. 8th Street</u> City: <u>Minneapolis</u> State: <u>MN</u> Zip: <u>55402</u> | | 6. Total number of applications and registrations involved: <u>5</u> 7. Total fee (37 CFR 3.41): \$ <u>200.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>50-0837</u> (Attach duplicate copy of this page if paying by deposit account) | |
| DO NOT USE THIS SPACE | | | |
| 9. Statement and signature. <i>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.</i> <u>Connie R. Heikkila, Paralegal</u>  <u>July 1, 2004</u> Name of Person Signing Signature Date Total number of pages including coversheet, attachments, and documents: | | | |

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

ASSIGNMENT OF PATENTS

WHEREAS, Astec Industries, Inc., a Tennessee corporation ("Assignor") is the owner of the patents and provisional patent applications listed in Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Patents");

AND WHEREAS the Assignor has agreed to assign and does hereby assign to Superior Industries, LLC., a Minnesota limited liability company ("Assignee") all rights and licenses, in and to, the Patents;

NOW THEREFORE, for valuable consideration, the receipt of all of which is hereby acknowledged:

1. Assignor hereby confirms that, as of the date hereof, Assignor has sold, assigned and transferred and does hereby sell, assign and transfer to Assignee, all right, title and interest in and to the Patents, all of the foregoing to be held and enjoyed by Assignee as fully and as entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

2. Without limiting the foregoing, it is understood that the rights of the Patents include all re-issues, disclaimers, and re-examinations of the Patents. Assignor believes in good faith that, to the extent they have issued, the Patents are valid and enforceable but makes no warranty as to the validity or enforceability of Patents.

3. Assignor further sells, assigns and transfers to Assignee all of its right, title and interest in and to all claims for damages, accounting of profit and all other legal remedies by reason of past infringement of any of the Patents, with the right to sue and collect the same.

4. Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this assignment.

5. Assignor agrees that it will, upon request, and without further consideration, do such things and execute such further documents as may be necessary or desirable to vest title thereto in Assignee, its successors, assigns and legal representatives or nominees.

6. Assignor further agrees that Assignor will, upon request, without further consideration, promptly provide to Assignee all pertinent facts and documents relating to the rights assigned hereunder as may be known and accessible to Assignor and will testify as to the same in any litigation or proceeding relating thereto and will promptly execute and deliver to Assignee, or its legal representatives, any and all papers, instruments and affidavits that may be necessary or desirable to enforce such rights or to carry out the purposes hereof.

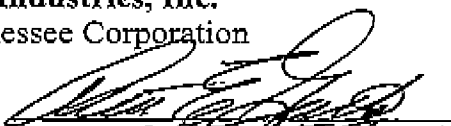
7. This assignment and all the terms hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and legal representatives.

Dated: June 30 2004

ASSIGNOR:

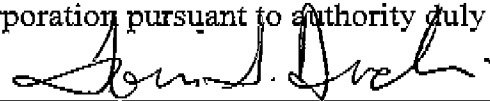
Astec Industries, Inc.
a Tennessee Corporation

By:


Name: Albert E. GUTH
Title: Group Vice Pres

STATE OF MINNESOTA
COUNTY OF HENNEPIN)^{SS:}

On this 29 day of June, 2004, personally appeared Albert E. Guth to me known and known to be the Secretary of Astec Industries, Inc., a Tennessee Corporation, and acknowledged that he executed the foregoing Assignment on behalf of said corporation pursuant to authority duly received.



Notary Public



ASSIGNEE:

SUPERIOR INDUSTRIES, LLC
a Minnesota limited liability company

By:


Name: MICAH ZETZWANGER
Title: SECRETARY / TREASURER

STATE OF MINNESOTA
COUNTY OF HENNEPIN)^{SS:}

On this 29 day of June, 2004, personally appeared Micah Zettwanger to me known and known to be the Sec. / Treas. of Superior Industries, LLC, a Minnesota limited liability company and acknowledged that he executed the foregoing Assignment on behalf of said corporation pursuant to authority duly received.

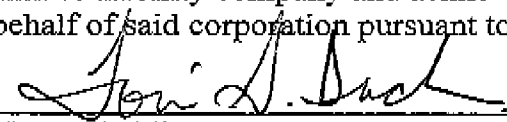

Notary Public



Exhibit A**Issued U.S. Patents****U.S. Patent Number**

FD40 Axle

5,515,961

Power Fold Hinge

6,296,109

50 Series Idler

6,349,819

Patent Applications**U.S. Patent
Application Number**

PP Mega Axle

Provisional #
60/558,087

Tandem Swing Axle

Provisional #
60/557,960

DOCS #346708-v4-