

Form PTO-1595

(Rev. 03/01)

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

**RECORDATION FORM COVERSHEET
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U.S. Patent and Trademark Office

Tab 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>General Electric Capital Canada, Inc. a Canada corporation</u> Internal Address: _____ Street Address: <u>2300 Meadowvale Boulevard</u> City: <u>Mississauga</u> State: <u>Ontario Canada</u> Zip: <u>L5N 5P9</u> Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Release by General Electric Canada, Inc. of security agreement</u> 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>60/557,960 60/558,087</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		B. Patent Registration No.(s) <u>5,515,961 5,833,043</u> <u>6,360,876 6,296,109 6,349,819</u>
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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>7</u> 7. Total fee (37 CFR 3.41).....\$ <u>280.00</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)
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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 15, 2004</u> Name of Person Signing Signature Date Total number of pages including coversheet, attachments, and documents: 	
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Mail documents to be recorded with required coversheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

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RELEASE OF SECURITY INTERESTS

This Release of Liens and Security Interests ("Agreement") is entered into and dated effective as of June 20, 2004 by and between ASTEC INDUSTRIES, INC., a Tennessee corporation ("Astec Industries"), ASTEC INC., a Tennessee corporation ("ASI"), HEATEC, INC., a Tennessee corporation ("Heatec"), CEI ENTERPRISES, INC., a Tennessee corporation ("CEI"), ASTEC SYSTEMS, INC., a Tennessee corporation ("AST"), TELSMITH, INC., a Delaware corporation ("Telsmith"), KOLBERG-PIONEER, INC., a Tennessee corporation ("Kolberg"), JOHNSON CRUSHERS INTERNATIONAL, INC., a Tennessee corporation ("Crushers"), SUPERIOR INDUSTRIES OF MORRIS, INC., a Minnesota corporation ("Superior"), BREAKER TECHNOLOGY, INC., a Tennessee corporation ("Breaker"), ASTEC MOBILE SCREENS, INC. F/K/A PRODUCTION ENGINEERED PRODUCTS, INC., a Nevada corporation ("Production"), CARLSON PAVING PRODUCTS, INC., a Washington corporation ("Carlson"), ROADTEC, INC., a Tennessee corporation ("Roadtec"), TRENCOR, INC., a Texas corporation ("Trencor"), AMERICAN AUGERS, INC., a Delaware corporation ("Augers"), AI DEVELOPMENT GROUP, INC., a Minnesota corporation ("AIDG"), AI ENTERPRISES, INC., a Minnesota corporation ("AIEI"), ASTEC HOLDINGS, INC., a Tennessee corporation ("AHI"), ASTEC INVESTMENTS, INC., a Tennessee corporation ("AII"), ASTEC TRANSPORTATION, INC., a Tennessee corporation ("ATT"), RI PROPERTIES, INC., a Minnesota corporation ("RIPI"), and TI SERVICES, INC., a Minnesota corporation ("TISI") (Astec Industries, AI, Heatec, CEI, ASI, Telsmith, Kolberg, Crushers, Superior, Breaker, Production, Carlson, Roadtec, Trencor, Augers, AIDG, AIEI, AHI, AII, ATI, RIPI, and TISI are sometimes collectively referred to herein as "Grantors" and individually as a "Grantor), and General Electric Capital Canada, Inc., a Canada corporation, as agent for itself, as Lender, and as agent for other lenders (hereafter referred to in all capacities as "Lender")

INTRODUCTION

1. Grantors and the Lender are parties to a certain Patent Security Agreement dated May 14, 2003 (the "Patent Security Agreement"); a certain Trademark Security Agreement dated May 14, 2003 (the "Trademark Security Agreement"); and a Copyright Security Agreement dated May 14, 2003 (the "Copyright Security Agreement").
2. The Grantors and the Lender have executed and delivered the Patent Security Agreement, the Trademark Security Agreement, and the Copyright Security Agreement (collectively, the "Security Documents"), pursuant to which Grantor has granted security interests in favor of the Lender on the properties and assets of the Grantor in order to secure the payment and performance of obligations.
3. The parties now desire to release certain security interests in favor of the Lender granted pursuant to the Security Documents, in each case in accordance with the terms and conditions set forth herein.

AGREEMENT

For and in consideration of the premises and the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

a. Release of Security Interest. The Lender does hereby RELEASE AND RELINQUISH, WITHOUT RECOURSE, REPRESENTATION OR WARRANTY OF ANY KIND, unto Grantors, their successors and assigns, all security interests, charges and encumbrances granted by Grantors in favor of Lender pursuant to the Security Documents in the following patents, trademarks, and copyrights (the "Released Intellectual Property"):

<u>Issued U.S. Patents:</u>	<u>U.S. Patent Number:</u>
FD40 Axle	5,515,961
FD20 Axle	5,833,043
TeleStacker	6,360,876
Power Fold Hinge	6,296,109
50 Series Idler	6,349,819
<u>U.S. Patent Applications:</u>	<u>U.S. Patent Application Number:</u>
Tandem Swing Axle	60/557,960
PP Mega Axle	60,558,087
<u>U.S. Trademarks:</u>	<u>Registration No.:</u>
PowerStacker	2,463,023

Unregistered U.S. Trademarks: (continued on next page)

Stack-Pac
Extender
FD Axle
Land Link
Jump Conveyor
TeleStacker
40 Series

50 series

Unregistered U.S. Trademarks: (continued from previous page)

60 series

80 series

90 series

100 series

IdleSelector

ConveyCalc

Trade Names:

Superior Industries

U.S. Copyrights:

ConveyBuilder 1.0

Status:

Issued - #Txu-1-070-929

- b. **Further Cooperation.** The Lender shall, upon reasonable request of the Grantors execute and deliver to the Grantors, or register, or arrange to have registered by its agent, all such other and further terminations and releases under the Uniform Commercial Code or the laws of the United States related to patents, trademarks, or copyrights, registrations or discharges of security interests in respect of intellectual property or other instruments as may be required in order to release and relinquish all liens with respect to the Released Intellectual Property arising under the Security Documents, in each case in form and substance satisfactory to the Lender. The Grantors agree to pay for the preparation, execution, delivery, filing and recording of this Agreement in the appropriate jurisdictions and of all such other terminations, releases, agreements, discharges, other instruments and collateral.
- c. **Entire Agreement.** This Agreement executed by the Lender constitutes the entire agreement of the parties with respect to the subject mater hereof and supersedes all prior written and oral agreements and understandings with respect to such subject matter.
- d. **Authority.** Each party represents and warrants that it has the right and authority to execute this Agreement. The Lender further represents and warrants that the security interests granted under or pursuant to the Security Documents have not been assigned by Lender to any other party.
- e. **Breach of this Agreement.** In the event of any dispute under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any other relief provided by law, such costs and expenses as may be reasonably incurred by the

prevailing party, including court costs, reasonable attorney's fees and all other reasonable costs and expenses.


f. Binding Effect. The terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person, other than the parties hereto, and their successors and assigns, any legal or equitable right, remedy or claim under or in respect of such instrument or any covenants, conditions or provisions contained therein or any standing or authority to enforce the terms and provisions of such instrument.

g. Counterparts. This Agreement may be executed by the undersigned parties in separate counterparts, each of which when executed and delivered by facsimile or otherwise, shall be an original, but all such counterparts shall together constitute but one and the same Agreement. All signatures need not be on the same counterpart.

h. Governing Law. **THIS AGREEMENT, AND THE ACTIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY THE LAWS OF THE STATE OF TENNESSEE (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW), EXCEPT TO THE EXTENT THE SAME ARE GOVERNED BY APPLICABLE FEDERAL LAW.**

GRANTORS:

ASTEC INDUSTRIES, INC.

By 
Name: ALBERT E. GUTH
Title: GROUP V.P. & SECRETARY


ASTEC, INC.

By 
Name: ALBERT E. GUTH
Title: SECRETARY


HEATEC, INC.

By: 
Name: ALBERT E. GUTH
Title: SECRETARY

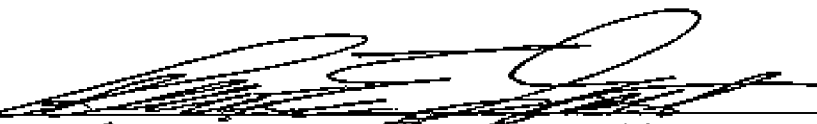
CEI ENTERPRISES, INC.

By: 
Name: ALBERT E. GUTH
Title: SECRETARY

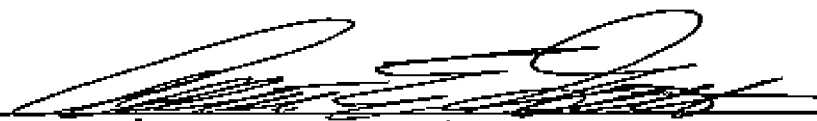
ASTEC SYSTEMS, INC.

By: 
Name: ALBERT E. GUTH
Title: SECRETARY


TELSMITH, INC.

By: 
Name: ALBERT E. GUTH
Title: SECRETARY


KOLBERG-PIONEER, INC.

By: 
Name: ALBERT E. GUTH
Title: SECRETARY


**JOHNSON CRUSHERS INTERNATIONAL,
INC.**

By: 
Name: ALBERT E. GUTH
Title: SECRETARY

SUPERIOR INDUSTRIES OF MORRIS, INC.

By: 
Name: ALBERT E. GUTH
Title: SECRETARY


BREAKER TECHNOLOGY, INC.

By: 
Name: ALBERT E. GUTH
Title: SECRETARY


**ASTEC MOBILE SCREENS, INC. F/K/A
PRODUCTION ENGINEERED PRODUCTS,
INC.**

By: 
Name: ALBERT E. GUTH
Title: SECRETARY

CARLSON PAVING PRODUCTS, INC.

By: 
Name: ALBERT E. GUTH
Title: SECRETARY


ROADTEC, INC.

By: 
Name: ALBERT E. GUTH
Title: SECRETARY


TRENCOR, INC.

By: 
Name: ALBERT E. GUTH
Title: SECRETARY


AMERICAN AUGERS, INC.

By: 
Name: ALBERT E. GUTH
Title: SECRETARY


AI DEVELOPMENT GROUP, INC.

By: 
Name: NEIL SCHMIDGALL
Title: PRES


AI ENTERPRISES, INC.

By: 
Name: PAUL SCHMIDGALL
Title: PRESIDENT

ASTEC HOLDINGS, INC.

By: 
Name: ALBERT E. GUTH
Title: SECRETARY


ASTEC INVESTMENTS, INC.

By: 
Name: ALBERT E. GUTH
Title: SECRETARY

ASTEC TRANSPORTATION, INC.

By: 
Name: ALBERT E. GUTH
Title: SECRETARY

RI PROPERTIES, INC.

By: 
Name: PAUL SCHMIDGALL
Title: PRESIDENT

TI SERVICES, INC.

By: 
Name: PAUL SCHMIDGALL
Title: PRESIDENT

LENDER:**GENERAL ELECTRIC CAPITAL CANADA,
INC.**By: 

Name:

Title:

STEPHEN B. SMITH

SR VICE PRESIDENT