

07-16-2004



102792763

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Malcolm Swanson
Andrew Hobbs

Execution Date(s) 7/1/2004

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

2. Name and address of receiving party(ies)

Name: Astec, Inc.

Internal Address: _____

Street Address: 4101 Jerone Avenue

City: Chattanooga

State: Tennessee

Country: U.S. Zip: 37407

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

07/12/2004 DTESSEM1 00000047 10885198

02 FC:8021

40.00 00

B. Patent No.(s)

7-6-04

10885198

Additional numbers attached? Yes No

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

Name: David J. Hill

Internal Address: Chambliss, Bahner & Stopher

Street Address: 1000 Tallan Building

Two Union Square

City: Chattanooga

State: TN Zip: 37402

Phone Number: (423) 756-3000

Fax Number: (423) 265-9574

Email Address: dhill@cbslawfirm.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

David J. Hill
Signature

7/6/2004

Date

David J. Hill

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

22866 U.S. PTO
10/885198



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ASSIGNMENT

We, **Malcolm Swanson** and **Andrew Hobbs**, have made a new and useful invention for which we have executed this day a Declaration for a patent application to be filed in the United States Patent and Trademark Office, which application is entitled **Assembly For Removing Dust From Gas Stream**, and which application claims the benefit of a provisional application filed in the United States Patent and Trademark Office on July 15, 2003, which provisional application was entitled "Portable Dust Recovery Assembly For Asphalt Production Plant" and assigned Application Number 60/487,481.

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, Inc., a corporation organized and existing under the laws of the State of Tennessee, and having its principal place of business in Chattanooga, in Hamilton County and the 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 applications, and in and to said applications 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 applications, 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 Director of the United States Patent and Trademark Office to issue to said assignee, Astec, 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.

We agree 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 us 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.

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We do hereby covenant with said assignee, for ourselves and our heirs, legal representatives and assigns, that we and our 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 us, 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. We furthermore agree and affirm that we have the unrestricted right to make the conveyance set forth herein.

Executed this 1st day of July, 2004.

By: Malcolm Swanson
Malcolm Swanson

State of Tennessee)
)
County of Hamilton)

Before me, a notary public in and for said county, appeared on this 29th day of June, 2004, **Malcolm 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.

J. E. Lafflor
Notary Public
My commission expires: 9-24-05

Executed this 29th day of June, 2004.

By: Andrew Hobbs
Andrew Hobbs

State of Tennessee)
)
County of Hamilton)

Before me, a notary public in and for said county, appeared on this 29th day of June, 2004, **Andrew Hobbs**, 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.

J. E. Lafflor
Notary Public
My commission expires: 9-24-05

{14701_00/0307/00623848.DOC.}