

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Justin Wheeler	05/23/2008
RECEIVING PARTY DATA	
Name:	Astec Industries, Inc.
Street Address:	4101 Jerome Avenue
City:	Chattanooga
State/Country:	TENNESSEE
Postal Code:	37407
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11657370
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	14711_07-0601
NAME OF SUBMITTER:	Paul S. Weidlich
Total Attachments: 2 source=wheeler assignment#page1.tif source=wheeler assignment#page2.tif	

OP \$40.00 11657370

PATENT

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REEL: 021049 FRAME: 0513

## ASSIGNMENT

I, Justin Wheeler, have made one or more new and useful inventions for which I filed a patent application in the United States Patent and Trademark Office entitled **Control System** on January 24, 2007, Serial No. 11/657,370.

In consideration of one dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, and intending to be legally bound, I 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, my 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 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.

I hereby authorize and request the Director of the United States Patent and Trademark Office 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 applications, in accordance with this assignment.

I 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, I 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.

I do hereby covenant with said assignee, for myself and my heirs, legal representatives and assigns, that I and my 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. I furthermore agree and affirm ~~that~~ I have the unrestricted right to make the conveyance set forth herein.

Executed on the dates set out below.

Justin Wheeler  
Justin Wheeler

State of TN

County of Loudon



5/23/08

Date

Before me, a notary public in and for said county, appeared on this 23 day of May, 2008, **Justin Wheeler**, who is personally known to me to be the person who is described in and who executed the above instrument (or who proved his identity as such person by satisfactory evidence), and he acknowledged that he executed the same of his own free will for the purposes set forth therein.

Mee A. Camp

Notary Public

My commission expires: 1/13/2010