

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Peterson Pacific Corporation	08/31/2011
RECEIVING PARTY DATA	
Name:	Astec Industries, Inc.
Street Address:	1725 Shepherd Road
City:	Chattanooga
State/Country:	TENNESSEE
Postal Code:	37421
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7740033
CORRESPONDENCE DATA	
Fax Number:	(423)508-1277
Phone:	423.757.0277
Email:	dhill@cbslawfirm.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	David J. Hill
Address Line 1:	1000 Tallan Building
Address Line 2:	Two Union Square
Address Line 4:	Chattanooga, TENNESSEE 37402
NAME OF SUBMITTER:	David J. Hill
Total Attachments: 2 source=peterson pacific assignment#page1.tif source=peterson pacific assignment#page2.tif	

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PATENT ASSIGNMENT

This Assignment is made as of the 31 day of August, 2011, by Peterson Pacific Corporation, an Oregon corporation having an office and place of business in Eugene, Oregon ("Assignor").

Whereas Assignor owns U.S. Patent No. 7,740,033 ("Patent"), as well as the inventions, discoveries and improvements described or disclosed therein (collectively, "the Intellectual Property"); and

Whereas Assignor is a wholly-owned subsidiary of Astec Industries, Inc., a Tennessee corporation having an office and principal place of business in Chattanooga, Tennessee ("Assignee"); and

Whereas the parties have agreed to a division of responsibilities in order to efficiently manage their intellectual property assets; and

Whereas Assignor desires to sell, assign and transfer the Patent and the Intellectual Property to Assignee, and Assignee desires to receive the Patent and the Intellectual Property;

Therefore, in compliance with the agreement of the parties and for and in consideration of the covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. Assignor does hereby sell, assign and transfer to Assignee, its successors, assigns and legal representatives, the entire right, title and interest, for all countries, in and to the Intellectual Property, and in and to the Patent (including any reissue thereof), and Assignee accepts such assignments.
2. This Assignment includes the right to sue and recover for any and all infringements, past, present or future, of the Intellectual Property and/or the Patent, as fully and entirely as the same would have been held by Assignor had this Assignment not been made.
3. Assignor represents and warrants to Assignee that any and all licenses to practice the inventions described and claimed in the Patent which were previously granted by Assignor have been terminated as of the date of this Assignment.
4. Assignor shall indemnify and hold harmless Assignee, its successors and assigns, at all times after the date of this Assignment, against any and all damages or deficiencies resulting from any breach of warranty or misrepresentation made in or in connection with this Assignment.
5. In the event any third party infringes or otherwise violates Assignee's right, title and/or interest in and to the Intellectual Property and/or the Patent, Assignor agrees to cooperate fully with Assignee to terminate such infringement or violation. Assignor agrees that Assignee has the exclusive right to prosecute and defend at its own expense all suits or proceedings before any court or governmental agency which involve in any way the validity or enforceability of, title to, or infringement of the Intellectual Property and/or the Patent.
6. Assignor hereby covenants and agrees to execute any and all documents reasonably requested by Assignee for the purpose of carrying out the intent and purposes of this Assignment. Assignor hereby further covenants and agrees that it will cooperate with Assignee to enable Assignee to enjoy, to the fullest extent, the right, title and interest intended to be conveyed hereby. Assignor's cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to Intellectual Property and/or the Patent, all to the extent deemed necessary or

desirable by Assignee for participation in any legal or administrative proceedings involving or relating to the Intellectual Property and/or the Patent, and otherwise fully carrying out the terms of this Assignment.

7. All the provisions of this Assignment shall inure to the benefit of Assignee and its successors, assigns and representatives and shall be binding on Assignor and its successors, assigns, and representatives.

Executed as of the date first written above.

PETERSON PACIFIC CORPORATION

By: [Signature]
Larry Cumming, President

State of Oregon)

County of Lane)

Before me, a notary public in and for said county, appeared on this 31 day of August, 2011, **Larry Cumming**, who is personally known to me to be the President of Peterson Pacific Corporation, the entity described in the foregoing instrument, who acknowledged that he executed the same on behalf of Peterson Pacific Corporation by signing his name thereto as its President.

[Signature]
Notary Public
My commission expires: December 12, 2014



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