

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Astec Industries, Inc.	11/30/2012
RECEIVING PARTY DATA	
Name:	American Augers, Inc.
Street Address:	135 U.S. Rt. 42
City:	West Salem
State/Country:	OHIO
Postal Code:	44287
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5564205
CORRESPONDENCE DATA	
Fax Number:	4235081277
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	423.757.0277
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Correspondent Name:	David J. Hill
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Address Line 4:	Chattanooga, TENNESSEE 37402
ATTORNEY DOCKET NUMBER:	14711_00-1201
NAME OF SUBMITTER:	David J. Hill
Total Attachments: 2 source=astec to augers 5564205#page1.tif source=astec to augers 5564205#page2.tif	

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## PATENT ASSIGNMENT

This Assignment is made as of the 9<sup>th</sup> day of November, 2012 by Astec Industries, Inc., a Tennessee corporation, having an office and principal place of business in Chattanooga, Tennessee ("Assignor").

WHEREAS, Assignor owns U.S. Patent No. 5,564,205, as well as the inventions and discoveries described and claimed therein, as well as all improvements thereto (the "Patent"); and

WHEREAS, pursuant to an Asset Purchase Agreement dated October 31, 2012 ("Asset Purchase Agreement"), Assignor has sold to American Augers, Inc. ("Assignee") certain assets relating to the business of its various subsidiaries in trenchers and horizontal directional drills (the "Business"); and

WHEREAS, the Patent relates to the Business, and consequently, Assignor has agreed to transfer the Patent to Assignee;

NOW, THEREFORE, for and in consideration of the covenants, representations and warranties set forth in the Asset Purchase Agreement, 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 Patent, and all divisional, continuing, substitute, renewal, reissue, re-examinations and all other applications for Letters Patent or corresponding foreign protections which have been or shall be filed on any of the inventions, discoveries and improvements thereof, and in and to all original, re-examined 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.
2. 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, past, present or future, of the Patent, as fully and entirely as the same would have been held by Assignee had this Assignment not been made.
3. Assignor represents and warrants to Assignee that:
  - (a) Assignor has full corporate authority to execute this Assignment, and that this Assignment and the terms and conditions hereof have been duly authorized by all requisite corporate authorities and will not result in a violation of any of the provisions of Assignor's corporate charter, bylaws or any agreement to which Assignor may be a party.
  - (b) Assignor is the owner of the Patent, and no other person or entity has any license or interest therein.
  - (c) There are no actions, suits, claims or proceedings pending or, to Assignor's knowledge threatened against Assignor in any court or before any governmental agency which might have an adverse effect on the Patent or title thereto.

4. Assignor shall indemnify and hold harmless Assignee, its successors and assigns, at all times after the effective 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 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 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.
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.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment as of the date first written above.

ASTEC INDUSTRIES, INC.

By: Thomas R. Campbell  
Name: Thomas R. Campbell  
Title: Group Vice President - Underground Group