

FORM PTO-1594 (Modified)
(Rev. 8-83)
OMB No. 0651-0011 (exp. 4/94)
Copyright 1994-97 LegalStar
TMOS/REVUS

07-21-1999



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COVER SHEET
ONLY

FEB

9 1999

Docket No.:

116496

Tab settings

To the Honorable Commission

record the attached original documents or copy thereof.

1. Name of conveying party(ies):

TUG MANUFACTURING CORPORATION
2652 SOUTH MAIN STREET
KENNESAW, GEORGIA 30144

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

2-9-99

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: DECEMBER 21, 1998

2. Name and address of receiving party(ies):

Name: STEWART & STEVENSON

Internal Address: ATTN: MR. TIM HAGAN

Street Address: P.O. BOX 1637

City: HOUSTON State: TX ZIP: 77251

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/580,771
75/580,752
75/579,543

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: BUTLER & BINION, L.L.P.

Internal Address: ATTN: Marvin B. Eickenroht, Esq.

Street Address: 1000 LOUISIANA #1600

City: HOUSTON State: TX ZIP: 77002

6. Total number of applications and registrations involved:.....

3

7. Total fee (37 CFR 3.41):.....\$ \$120.00 *Paid*

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

40E

02-4952

DO NOT USE THIS SPACE

9. Statement and signature.

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.

Marvin B. Eickenroht, Esq.

Name of Person Signing

Marvin B. Eickenroht

Signature

2-3-99

Date

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

3

TRADEMARK ASSIGNMENT

WHEREAS, Tug Manufacturing Corporation, a Georgia corporation (hereinafter "Assignor") owns the trade names, service marks, trademarks, and logos identified in Schedule A (hereinafter referred to as "the Marks"), some of which are registered or pending in the United States Patent and Trademark Office as evidenced by the registration and/or application numbers set forth on Schedule A;

WHEREAS, Stewart & Stevenson, LLC, a Delaware limited liability company, (hereinafter "Assignee") in connection with an acquisition of assets of Assignor under a certain Acquisition Agreement among Assignor, Assignee, Stewart & Stevenson Services, Inc. and Stewart & Stevenson Realty Corporation executed on December 21, 1998 (the "Acquisition Agreement"), Assignee wishes to acquire any and all rights that Assignor may have in and to the Marks and the registrations and/or applications therefor, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks;

NOW, THEREFORE, in consideration of the Acquisition Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Marks and any of the registrations and applications therefor, together with the goodwill of the business in connection with which the Marks are used and which are symbolized by the Marks, excluding the right to recover damages and profits for past infringements thereof;

Assignor agrees to execute and deliver at the reasonable request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may reasonably require in order to vest all Assignor's rights, title, and interest in and to the Marks in the Assignee, to have a consistent chain of recorded title and/or to provide evidence to support any of the foregoing in the event such evidence is deemed reasonably necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

THE MARKS ARE TRANSFERRED "AS IS." NO WARRANTY, REPRESENTATION, CONDITION, UNDERTAKING, RIGHT OR TERM, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RIGHT TO USE OR ASSIGN, OR AS TO THE CONDITION, REGISTRATION, VALIDITY, QUALITY, DURABILITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE MARKS IS GIVEN OR ASSUMED BY ASSIGNOR OR ITS AGENTS OR SUBSIDIARIES AND ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED AND DISCLAIMED.

This Agreement shall be effective as of the latest date referenced below.

STEWART & STEVENSON, LLC

TUG MANUFACTURING CORPORATION

Robert L. Hargrave
(Signature of Authorized Representative)

Don L. Chapman
(Signature of Authorized Representative)

Robert L. Hargrave
(Printed Name of Authorized Representative)

Don L. Chapman
(Printed Name of Authorized Representative)

President & CEO
(Title)

CEO
(Title)

12/21/98
(Date)

12/21/98
(Date)

SCHEDULE A

Mark	Current Owner	Registration Number	Registration Date
TUG-SHOP <i>stylized</i>	Tug Manufacturing Corporation	Application # 75/580,771	File Date: 10/29/98
TUG TUFF <i>stylized</i>	Tug Manufacturing Corporation	Application # 75/580,752	File Date: 10/29/98
TUG <i>stylized</i>	Tug Manufacturing Corporation	Application # 75/579,543	File Date: 10/29/98

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