

MKD
12-21-99



01-05-2000



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TRADEMARK

SHEET

D/H

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Effective Date
Month Day Year
12 17 1999

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Stewart & Stevenson Services, Inc.

Execution Date
Month Day Year
12 17 1999

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Texas

Receiving Party

Mark if additional names of conveying parties attached

Name S&S Trust

DBA/AKA/TA _____

Composed of _____

Address (line 1) Corporations Service Company

Address (line 2) 319 Market Street

Address (line 3) Harrisburg

Pennsylvania

17101

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other Business Trust

Citizenship/State of Incorporation/Organization Pennsylvania

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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FOR OFFICE USE ONLY

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40.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(214) 745-5374

Name

James J. Murphy, Esq.

Address (line 1)

Winstead Sechrest & Minick P.C.

Address (line 2)

5400 Reaissance Tower

Address (line 3)

1201 Elm Street

Address (line 4)

Dallas, TX 75270

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

8

Trademark Application Number(s) or Registration Number(s)

2

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/475819

75/475823

Number of Properties

Enter the total number of properties involved.

#

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 65.00

Method of Payment:

Deposit Account

Enclosed

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

James J. Murphy

Name of Person Signing

Signature

12/21/99

Date Signed

ASSIGNMENT

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is entered into and effective as of this 17th day of December, 1999, by and between Stewart & Stevenson Services, Inc., a Texas Corporation, having a principal place of business at 2707 North Loop West, Houston, Texas 77521-1637 and its successors and assigns (collectively referred to herein as "ASSIGNOR") and S&S Trust, a Pennsylvania Business Trust, having a principal place of business at Corporations Service Company, 319 Market Street, Harrisburg, Pennsylvania 17101 ("ASSIGNEE").

WHEREAS, ASSIGNOR owns all rights, title and interest to certain Trademarks (hereinafter "Trademarks"), certain applications for registration of the Trademarks (hereinafter collectively referred to as "Trademark Applications") and registrations of the Trademarks (hereinafter collectively referred to as "Trademark Registrations"), all of which are identified in Schedule "A" attached hereto; and

WHEREAS, ASSIGNEE is desirous of acquiring the worldwide right, title and interest in and to the Trademarks, Trademark Applications, and Trademark Registrations;

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees and covenants as follows:

1. ASSIGNOR sells, assigns, conveys and transfers to ASSIGNEE, and ASSIGNEE accepts as of the date of this Assignment,

(a) all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including the right to apply for and receive registrations of the Trademarks throughout the United States and in all other countries of the world, the right to sue and recover damages for past, present and future infringements; and

(b) all rights, title and interest in and to the Trademark Applications, together with that portion of ASSIGNOR's business with which the mark is intended to be used, including all priority rights to apply for and receive registrations throughout the world in the name of ASSIGNEE or its successor, assign or representative.

2. ASSIGNOR further sells, assigns, conveys and transfers to ASSIGNEE, and ASSIGNEE accepts as of the date of this agreement, all right, title and interest ASSIGNOR may have to any trade names, trademarks, service marks, trade dress and applications for registrations and registrations thereof, throughout the world, used in connection with the business.

3. ASSIGNOR represents and warrants that he has not assigned, conveyed, transferred or granted to any third party any interest in, or otherwise encumbered in any manner, the Trademarks, Trademark Applications and Trademark Registrations; that, to the best of his knowledge, no third party owns, or is entitled to, any right or interest in the Trademark or Trademark Applications that would preclude, conflict with or encumber this Assignment; and that he hereby consents to this Assignment.

4. ASSIGNOR agrees, at the request of ASSIGNEE and at ASSIGNEE's expense, to execute and deliver such other and further documents and legal instruments, and do all other things reasonably necessary to perfect in ASSIGNEE, its assigns, successors and legal representatives, all right, title and interest in and to the Trademarks, Trademark Applications and Trademark Registrations hereby conveyed and transferred, throughout the world, including without limitation executing and delivering any and all powers of attorney, applications, assignments, declarations and affidavits.

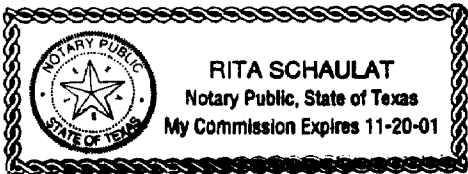
5. This Assignment and the covenants herein are made for the benefit of the ASSIGNEE and its successors and assigns and may be transferred without the consent of ASSIGNOR.

[The remainder of this page is intentionally left blank.]

Agreed:

STEWART & STEVENSON
SERVICES, INC.

By: Lawrence E. Wilson
Name: LAWRENCE E. WILSON
Title: VICE PRESIDENT



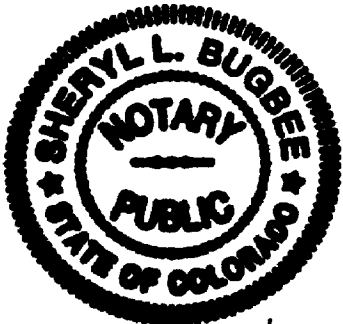
[SEAL]

Rita Schaulat
Notary Public in and for the State of Texas

Accepted:

S&S TRUST
By: Mike Conine
Name: MIKE CONINE
Title: PRESIDENT

[SEAL]



Sheryl L. Bugbee
Notary Public in and for the State of ~~Texas~~ Colorado

Printed Name: SHERYL L. BUGBEE

My Commission Expires: 02/22/03

My Commission Expires 2/22/03

SCHEDULE A

To the Assignment by and between ASSIGNOR and ASSIGNEE

Dated December 17, 1999

Mark	Locality	Ser. No. Filing Date	Reg. No. Reg. Date
STEWART & STEVENSON	United States	75/475819 04/28/98	
STEWART & STEVENSON and Design	United States	75/475823 04/28/98	
STEWART & STEVENSON	Argentina	2169787 08/14/98	
STEWART & STEVENSON	Argentina	2169790 08/14/98	
STEWART & STEVENSON	Argentina	2169789 08/14/98	
STEWART & STEVENSON and Design	Argentina	2169788 08/14/98	
STEWART & STEVENSON and Design	Argentina	2169791 08/14/98	
STEWART & STEVENSON and Design	Argentina	2169792 08/14/98	
STEWART & STEVENSON	Brazil	821167286 10/27/98	
STEWART & STEVENSON and Design	Brazil	821167324 10/27/98	
STEWART & STEVENSON	Brazil	821167332 10/27/98	
STEWART & STEVENSON and Design	Brazil	821167316 10/27/98	

TRADEMARK

REEL: 002006 FRAME: 0488

SCHEDULE A
To the Assignment by and between ASSIGNOR and ASSIGNEE

Dated December 17, 1999

Mark	Locality	Ser. No. Filing Date	Reg. No. Reg. Date
STEWART & STEVENSON	Brazil	821167294 10/27/98	
STEWART & STEVENSON and Design	Brazil	821167308 10/27/98	
STEWART & STEVENSON	Canada	893888 10/20/98	
STEWART & STEVENSON and Design	Canada	893889 10/20/98	
STEWART & STEVENSON	European Community	905562 08/13/98	
STEWART & STEVENSON and Design	European Community	905737 08/13/98	
STEWART & STEVENSON	Great Britain	2174619 08/11/98	
STEWART & STEVENSON and Design	Great Britain	2174618 08/11/98	
STEWART & STEVENSON	United Arab Emirates	28789 10/27/98	
STEWART & STEVENSON	United Arab Emirates	28790 10/27/98	
STEWART & STEVENSON	United Arab Emirates	28791 10/27/98	
STEWART & STEVENSON and Design	United Arab Emirates	28792 10/27/98	

SCHEDULE A

To the Assignment by and between ASSIGNOR and ASSIGNEE

Dated December 17, 1999

Mark	Locality	Ser. No. Filing Date	Reg. No. Reg. Date
STEWART & STEVENSON and Design	United Arab Emirates	28793 10/27/98	
STEWART & STEVENSON and Design	United Arab Emirates	28794 10/27/98	