

FORM PTO-1618A

Expires 06/30/99
OMB 0651-0027

01-05-2000

12-22-99

U.S. Department of Commerce
Patent and Trademark Office

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101237633

TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Effective Date
Month Day Year
12 17 1999

Merger

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name **Stewart & Stevenson Power, Inc.**

Execution Date
Month Day Year
12 17 1999

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization **Delaware**

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 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.)

Corporation Association

Other **Business Trust**

Citizenship/State of Incorporation/Organization **Pennsylvania**

01/04/2000 DNGUYEN 00000222 0873525

FOR OFFICE USE ONLY

01 FC:481	40.00 00
02 FC:482	25.00 00

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002006 FRAME: 0491

Domestic Representative Name and Address

Enter for the first Receiving Party only.

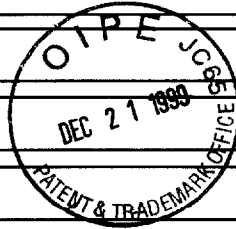
Name

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.

6

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)

0875525

0884328

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 Power, Inc., a Delaware Corporation, having a principal place of business at 5840 Dahlia Drive, Commerce City, Colorado 80022 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"), and certain 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 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

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 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 Registrations 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 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 or ASSIGNOR.

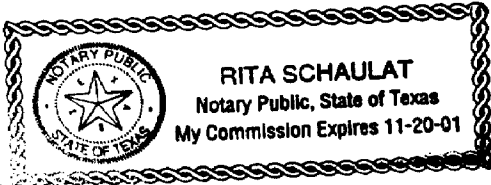
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Agreed:

STEWART & STEVENSON
POWER, INC.

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

Rita Schaulat
Notary Public in and for the State of Texas



[SEAL]

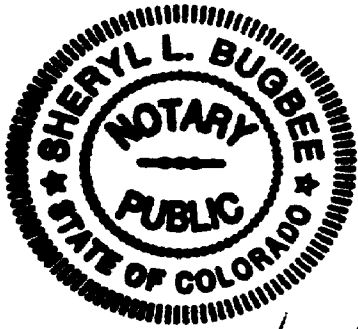
Accepted:

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

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

[SEAL]

SCHEDULE A
To the Assignment by and between ASSIGNOR and ASSIGNEE

Dated December 17, 1999

Mark	Reg. No. Reg. Date
PAMCO	0884328 01/13/70
PAMCO	0875525 08/26/69