

09-13-2000



101454956

Attorney Docket No.: 1040-03500

Date: August 24, 2000

8/24/00

**ASSIGNMENT (DOCUMENT) COVER SHEET - TRADEMARKS**

To the Assistant Commissioner for Trademarks: Please record the attached original document or copy thereof:

- 1. **Name of conveying party(ies) (Assignor):**  
Stewart & Stevenson Services, Inc.,  
A Texas Corporation  
2707 North Loop West  
Houston, Texas 77521
- 2. **Name and address of party(ies) to whom transfer is made:**  
S&S Trust  
A Pennsylvania Business Trust  
319 Market Street  
Harrisburg, Pennsylvania 17101

- 3. **Nature of conveyance:**       Assignment     Change of Name     Other \_\_\_\_\_

Execution Date: February 1, 1999

**4. Identification of application:**

Serial No.:	75/475,819	75/475,823
Filing Date:	April 28, 1998	April 28, 1998
Mark:	STEWART & STEVENSON	STEWART & STEVENSON & Design

**5. Address to which document should be returned after recordal:**

Jonathan M. Pierce  
Conley, Rose & Tayon, P.C.  
P. O. Box 3267  
Houston, Texas 77253-3267

**6. Total number of pages including cover sheet, attachments and document:**      7

**7. Fee payment is provided for as follows:**

- Attached is a check in the sum of \$\_\_\_\_\_.
- Charge account No. 03-2769 if any additional fee is due or credit account No. 03-2769 with any overpayment.
- Charge account No. 03-2769 for any fees due..

**8. 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.

Jonathan M. Pierce  
Reg. No. 42,073  
Conley, Rose & Tayon, P.C.  
P. O. Box 3267  
Houston, Texas 77253-3267  
Tel. No. (713) 238-8000

05-30-2000



101369070

MAY 10

Attorney Docket No.: 1040-03500

Date: May 9, 2000

5.10.00

**ASSIGNMENT (DOCUMENT) COVER SHEET - TRADEMARKS**

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Houston, Texas 77253-3267  
Tel. No. (713) 238-8000

05/26/2000 DNGUYEN 00000168 032769 75475819

01 FC:481 40.00 CH  
02 FC:482 150.00 CH

## ASSIGNMENT

**THIS ASSIGNMENT OF TRADEMARKS** (this "Assignment") is entered into and effective as of this \_\_\_\_ day of \_\_\_\_\_, 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.

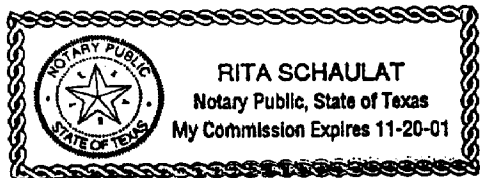
4. ASSIGNOR agrees, at the request of ASSIGNEE and at ASSIGNEE's expense, to execute and deliver such other and further documents and legal instruments, and do all other things reasonably necessary to perfect in ASSIGNEE, its assigns, successors and legal representatives, all right, title and interest 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 or ASSIGNOR.

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

Agreed:

STEWART & STEVENSON  
SERVICES, INC.



[SEAL]

*There is  
no company  
seal*

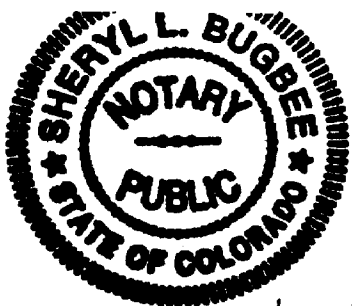
By: *Lawrence E. Wilson*  
Name: LAWRENCE E. WILSON  
Title: VICE PRESIDENT

*Rita Schaulat*  
Notary Public in and for the State of Texas

Accepted:

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

[SEAL]



My Commission Expires 2/22/03

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

Printed Name: SHERYL L. BUGBEE

My Commission Expires: 02/22/03

**SCHEDULE A**

To the Assignment by and between ASSIGNOR and ASSIGNEE

Dated \_\_\_\_\_

<b>Mark</b>	<b>Locality</b>	<b>Ser. No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
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	

SCHEDULE A  
To the Assignment by and between ASSIGNOR and ASSIGNEE

Dated \_\_\_\_\_

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 \_\_\_\_\_

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	

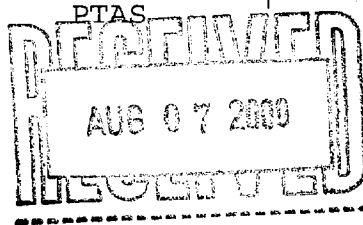




UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

JULY 27, 2000

CONLEY, ROSE & TAYON, P.C.  
JONATHAN M. PIERCE  
P.O. BOX 3267  
HOUSTON, TEXAS 77253-3267



\*101369070A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 101369070

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. AN EXECUTION DATE MUST BE INDICATED FOR EACH CONVEYING PARTY.

SHIRLIE SIMON, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

TRADEMARK  
REEL: 002134 FRAME: 0409

# CONLEY, ROSE & TAYON

A PROFESSIONAL CORPORATION

CHASE TOWER

600 TRAVIS, SUITE 1800

HOUSTON, TEXAS 77002-2912

(713) 238-8000

FACSIMILE (713) 238-8008

AUSTIN OFFICE

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Direct Dial No.: (713) 238-8050

E-Mail Address: JPierce@crtlaw.com

August 24, 2000

**U.S. EXPRESS MAIL LABEL NO. EL497839873US**

U.S. Patent and Trademark Office  
Assignment Division, Box Assignments, CG-4  
1213 Jefferson Davis Hwy, Suite 320  
Washington, D.C. 20231

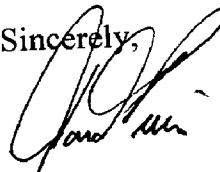
Re:	Our File:	1040-3500	1040-3500
	Application Nos.:	75/475,819	75/475,823
	Filing Dates:	April 28, 1998	April 28, 1998
	Marks:	STEWART & STEVENSON	STEWART & STEVENSON & DESIGN

Dear Sir/Madam:

Applicant/Registrant respectfully submits a new recordation cover sheet for assignment documents previously submitted but rejected, along with the assignment documents originally submitted. The rejection was set forth in the Notice of Non-Recordation of Documents, dated July 27, 2000, regarding the above applications/registrations (a copy of which is enclosed).

The response corrects the defect suggested to have existed in the earlier-submitted recordation cover sheet and is being filed within the 30-day period outlined under 37 C.F.R. 3.51. Accordingly, we respectfully request that the newly submitted assignment documents be accorded the filing date of the original assignment documents. Should there be any fee dues, please use Charge Account No. 03-2769.

Sincerely,



Jonathan Pierce

JMP/lmr  
Enclosures

26781.02/1040.03500

TRADEMARK  
REEL: 002134 FRAME: 0410

CERTIFICATE OF MAILING UNDER 37 C.F.R. 1.10

APPLICANT/ASSIGNOR: Stewart & Stevenson Services, Inc.  
ASSIGNEE: S&S Trust  
SERIAL NOS.: 75/475,819 and 75/475,823  
FILING DATE: April 28, 1998  
FILE NO.: 1040-03500  
MARK: STEWART & STEVENSON and  
STEWART & STEVENSON & Design

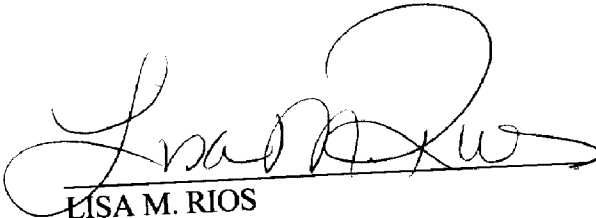
I hereby certify that this correspondence,

1. **Assignment Recordation Cover Sheet;**
2. **Assignment Document;**
3. **Previously filed Cover Sheet;**
4. **Notice of Non-Recordation of Assignment dated July 27, 2000; and**
5. **Acknowledgement post card.**

are being deposited with the United States Postal Service as Express Mail, mailing label number EL497839873US postage prepaid, in an envelope addressed to:

U.S. Patent and Trademark Office  
Assignment Division, Box Assignments, CG-4  
1213 Jefferson Davis Hwy, Suite 320  
Washington, D.C. 20231

On August 24, 2000.

  
LISA M. RIOS

20214.02/1040.03500

RECORDED: 08/24/2000

TRADEMARK  
REEL: 002134 FRAME: 0411