

8/26/03

08-28-2003

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Tab settings ⇌ ⇌ ⇌



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Stewart & Stevenson Services, Inc.

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

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

2. Name and address of receiving party(ies)
Name: S & S Trust
Internal Address: 5840 Dahlia Street
Street Address: _____
City: Commerce City State: CO Zip: _____

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

OFFICE OF PUBLIC RECORDS
2003 AUG 26 PM 3:40
FINANCE SECTION

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 08-20-2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 76/383,680
 filed 03-18-2002
 B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Alan R. Thiele
 Internal Address: Jenkens & Gilchrist, PC
 Street Address: 1445 Ross Avenue, Suite 3200
 City: Dallas State: TX Zip: 75202

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
 Alan R. Thiele  08/26/2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:8521

40.00 DP

TRADEMARK
REEL: 002812 FRAME: 0352

ASSIGNMENT

WHEREAS, STEWART & STEVENSON SERVICES, INC., ASSIGNOR, a corporation organized and existing under the laws of the United States, having its principal place of business at 2707 North Loop West, Houston, Texas 77008, has adopted, used, and is using, and is the current owner of the trademark entitled "STEWART & STEVENSON EVT FIRE APPARATUS SERVICE REPAIR & Design System", filed March 18, 2002 with the U.S. Patent and Trademark Office as Serial No. 76/383680.

WHEREAS, S & S TRUST, ASSIGNEE, a Pennsylvania corporation organized and existing under the laws of the United States, having its principal place of business at 5840 Dahlia Street, Commerce City, Colorado, is desirous of obtaining the entire right, title and interest in, to and under the same trademark and the said application:

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) to the said ASSIGNOR in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNOR does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said trademark(s), and the said United States application(s) and all trademarks of the United States which may be granted thereon, and all renewals or reissues thereof; and all applications for trademarks which may hereafter be filed for said mark in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Trademark Laws of the United States or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; together with the goodwill of the business symbolized by the trademark(s) and said applications to register said trademark(s); and any and all causes of action thereto that may have heretofore accrued in ASSIGNOR's favor.

AND ASSIGNOR does hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue trademarks, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR does hereby covenant that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

AND ASSIGNOR does hereby further covenant and agree that it will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to it respecting said mark, and testify in any legal proceeding, sign all lawful papers, execute all divisions, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper trademark protection for said mark in all countries.

IN TESTIMONY WHEREOF, ASSIGNOR hereunto set its hand and seal on the date indicated below.

STEWART & STEVENSON SERVICES,
INC.
2707 North Loop West
Houston, Texas 77008

8/20/03
Date

By Carl B. King
Name:
Title:

WITNESSES

On the 20th day of August, 2003, before us personally appeared Carl B. King, who, known to us to be the individual named above, executed the foregoing instrument in his/her corporate capacity, in our presence, and acknowledged that he/she executed the same.

Michael D. Hopkins
Name: Michael D. Hopkins
Address: 2707 North Loop West
Houston, Tx. 77008
Date: 8/20/03

William L. Moll, Jr.
Name: William L. Moll, Jr.
Address: 2707 N. Loop West
Hou, Tx 77008
Date: 8/20/03