

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

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

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

Citizenship U.S.
Execution Date(s) January 31, 2005
Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Tug Technologies Corporation
Internal Address: _____
Street Address: 815 Allgood Road

City: Marietta
State: Georgia
Country: United States of America Zip: 30062

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship U.S.
- Other _____ Citizenship: _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,382,321

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Registration number(s): [2,382,321] TUG-SHOP

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

Name: Jan K. Simpson
FULBRIGHT & JAWORSKI L.L.P.
Internal Atty. Dkt.: 10406833
Street 1301 McKinney, Suite 5100
Address:
City: Houston State: TX Zip: 77010-3095
Phone Number: (713) 651-8361
Fax Number: (713) 651-5246
Email Address: jsimpson@fulbright.com

6. Total number of applications and registrations involved:

1

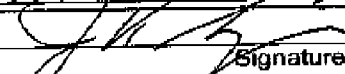
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to Deposit Account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number 06-2375
Authorized User Name Jan K. Simpson

9. Signature:


Signature
Jan K. Simpson - 33,283
Name of Person Signing

March 3, 2005
Date

Total number of pages including cover sheet, attachments, and documents: 6

CH \$40.00 062375 2382321

Trademark Assignment

WHEREAS, Stewart & Stevenson Services, Inc., a Delaware corporation (hereinafter referred to as ASSIGNOR) is the owner of the United States Trademark listed on Schedule A attached hereto and made a part hereof (the "Trademark"); and

WHEREAS, Tug Technologies Corporation, a Delaware corporation (hereinafter referred to as ASSIGNEE) is desirous of acquiring the full and exclusive right, title and interest in and to the Trademark, together with the goodwill of the business associated with the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer to the said ASSIGNEE, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to the Trademark, together with the goodwill of the business associated with the Trademark, and all trademark registrations and applications therefor.

ASSIGNOR does also hereby assign and transfer unto the ASSIGNEE, its successors, assigns and legal representatives, all claims for damages by reason of past infringement of the Trademark, the right to sue for and collect the same for its own use and for the use and enjoyment of its successors, assigns and legal representatives.

ASSIGNOR hereby covenants that ASSIGNOR has full right to convey the full and exclusive interest herein assigned, and that ASSIGNOR has not executed, and will not execute, any agreement in conflict herewith.

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States, whose duty it is to record patents, applications and title thereto, to record the Trademark and title thereto as the property of the ASSIGNEE, its successors, assigns and legal representatives in accordance with the terms of this agreement.

ASSIGNOR further covenants and agrees to execute such additional documents as may be reasonably required to record ASSIGNEE as the owner of the Trademark herein assigned.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed effective as of the ___ day of January, 2005 by its duly authorized officer.

Stewart & Stevenson Services, Inc.

By:

[Handwritten Signature]

John B. Simmons

Title: Vice President, Chief Financial Officer
and Treasurer

Date: January 31, 2005

(CORPORATE SEAL)

STATE OF TEXAS)
)
COUNTY OF HARRIS)

On this 31 day of January, 2005, before me personally appeared John B. Simmons, to me known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged to me that he executed the same as the Vice President, Chief Financial Officer and Treasurer of the above noted corporation and that he was duly authorized to execute the same as the act of and on behalf of said corporation.



[Handwritten Signature]

Notary Public

My Commission Expires: 09/08/2006

Schedule A

<u>Mark</u>	<u>U.S. Reg. No.</u>	<u>Serial No.</u>	<u>Reg. Date</u>
TUG-SHOP	2,382,321	75/580,771	Sep. 5, 2000