

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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):
Tug Technologies Corporation

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

Citizenship U.S.

Execution Date(s) February 15, 2005

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

2. Name and address of receiving party(ies)
 Additional names, addresses, or citizenship attached? Yes No
 Name: Stewart & Stevenson, Inc.
 Internal Address: _____
 Street Address: 2707 North Loop West, Suite 800

City: Houston
 State: Texas
 Country: United States of America Zip: 77008

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)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: _____

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: Jan K. Simpson Signature March 4, 2005 Date

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

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

CH \$40.00 062376 2382321

SECURITY INTEREST IN TRADEMARKS

WHEREAS, Tug Technologies Corporation, a corporation organized under and pursuant to the laws of the State of Delaware and having its principal place of business at 815 Allgood Road, Marietta, Georgia 30062 (hereinafter referred to as "Debtor") is the owner of the applications and registrations set forth in Schedule 1 hereof ("Marks"); and

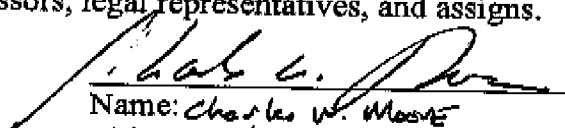
WHEREAS, Stewart & Stevenson Services, Inc., a corporation organized under the laws of the State of Texas and having its principal place of business at 2707 North Loop West, Suite 800, Houston, Texas 77008 (hereinafter referred to as "Secured Party"), desires to acquire a security interest in the Marks and the goodwill of the business associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, as set forth in the Security Agreement dated as of January 21, 2004 by and among the Debtor, the Secured Party, and the other parties thereto, receipt of which is hereby acknowledged, the Debtor, does hereby grant to the Secured Party a security interest in the entire right, title and interest in and to the registrations for said Marks and a security interest in all of its right, title, and interest to said Marks not presently registered set forth in Schedule 1 hereof, together with the goodwill of the business symbolized by the Marks and the registrations thereof, and all other rights which Debtor has enjoyed thereunder both in the United States and throughout all countries of the world including any and all rights of recovery based on past infringement of said Marks and/or registrations, the same to be held and enjoyed by the Secured Party, its successors and assigns until such Security Agreement is terminated, at which time, at the sole expense of the Debtor, the Secured Party shall take such actions as may reasonably be necessary to release the Secured Party's security interest in and to the Marks;

AND FOR THE SAME CONSIDERATION, the Debtor also hereby covenants and agrees that, at the time of execution and delivery of these presents, the Debtor is the sole and lawful owner of the entire right, title, and interest in and to the said registrations and applications and believes it is the sole and lawful owner of the entire right, title, and interest to said Marks and said goodwill associated therewith and that the same are unencumbered, except for the security interest created herein, and that the Debtor has good and full right and lawful authority to grant a security interest in same in the manner herein set forth;

AND FOR THE SAME CONSIDERATION, the Debtor hereby covenants and agrees that the Debtor will, whenever counsel of the Secured Party or the counsel of its successors, legal representatives, and assigns shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths and do all acts reasonably necessary or desirable to be done for the procurement, maintenance, enforcement, and defense of said Marks and registrations thereof without charge to the Secured Party, its successors, legal representatives, and assigns.

Date: FEBRUARY 15, 2005


Name: Charles W. Moore
Title: Assistant Secretary

United States of America)
 State of NEW YORK) ss.:
 County of QUEENS)

On this 15th day of FEBRUARY, 2005, before me personally came CHARLES W. MOORE, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Khairul Hussain
 Notary Public
 KHAIROOL HUSSAIN
 Notary Public, State of New York
 No. 01HU5067381
 Qualified in Queens County
 Commission Expires October 15, 2006

SCHEDULE 1

U.S. TRADEMARK REGISTRATIONS/APPLICATIONS

Mark	Registration/ Application No.	Serial Number	Registration Date/ Filing Date	Status	Classes	Listed Owner
Tug-Shop	2,382,321	75/580,771	09/05/2000	Registered	7 & 12	Tug Technologies Corporation