

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stewart & Stevenson Services, Inc.		01/25/2006	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Stewart & Stevenson LLC		
Street Address:	1000 Louisiana, Suite 5900		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76625951	ON THE BORDER	
CORRESPONDENCE DATA			
Fax Number:	(212)755-7306		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-326-3939		
Email:	NYTEF@JONESDAY.COM		
Correspondent Name:	Nancy A. Zoubek		
Address Line 1:	222 East 41st Street		
Address Line 4:	New York, NEW YORK 10017-6702		
ATTORNEY DOCKET NUMBER:	912260-999001		
NAME OF SUBMITTER:	Nancy A. Zoubek		
Signature:	/Nancy A. Zoubek/		
Date:	08/03/2006		

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Total Attachments: 2

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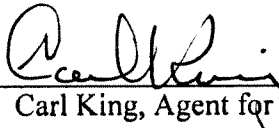
ASSIGNMENT OF REGISTERED INTELLECTUAL PROPERTY

WHEREAS, Stewart & Stevenson Services, Inc., a corporation organized under and pursuant to the laws of Texas having its principal place of business at 2707 North Loop West, Houston, Texas 77008-1088, or one of its affiliates, IPSC Co., Inc., Stewart & Stevenson Holdings, Inc., Stewart & Stevenson de las Americas, Inc., Stewart & Stevenson International, Inc., Stewart & Stevenson Power, Inc. and S&S Trust (collectively, the "Assignors"), owns the trademark registrations and applications set forth in Exhibit A hereof (the "Intellectual Property"); and

WHEREAS, Stewart & Stevenson LLC, a Delaware limited liability company (hereinafter referred to as the "Assignee"), desires to acquire the Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignors do hereby assign and transfer to the Assignee all right, title, and interest in and to the Intellectual Property set forth in Exhibit A hereof, together with the goodwill throughout the world which the Assignors have enjoyed under the marks recited in Exhibit A, including any and all rights of recovery based on past infringement of said Intellectual Property, the same to be held and enjoyed by the Assignee, his successors and assigns forever such that, among other things, Assignee is the successor to the portion of the ongoing and existing business to which the On The Border trademark pertains.

Date: January 25, 2006



Carl King, Agent for the Assignors

EXHIBIT A

<u>U.S. TRADEMARK REGISTRATIONS & APPLICATIONS</u>						
<u>MARK</u>	<u>REG. #</u>	<u>REG. DATE</u>	<u>APP S/N</u>	<u>FILING DATE</u>	<u>CLASS</u>	<u>GOODS & SERVICES</u>
PAMCO	875,525	26 Aug 69	72/284,102	03 Nov 67	7	Standby generator sets: Gas compressor units and pump units for secondary recovery in oil fields
PAMCO	884,328	13 Jan 70	72/294,310	27 Mar 68	35 & 37	Distributing services in the field of oil field machinery: Fabricating, servicing and rebuilding electric plants, gas compressor units, pump units, power equipment and engines and parts therefor
ON THE BORDER			76/625,951	20 Dec 04	35 & 37	Retail store services featuring automotive vehicles, and parts and accessories for automotive vehicles; mail order services featuring automotive vehicles, and parts and accessories for automotive vehicles; on-line retail store services featuring automotive vehicles, parts and accessories for automotive vehicles; and repair and maintenance of automotive vehicles