

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: 3			
Property Type	Number	Word Mark	
Registration Number:	1704804	RAIL KING	
Registration Number:	1717909	RAIL KING	
Serial Number:	76636489	DAQPAQ	
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/		

CH \$90.00 1704804

Date:

08/03/2006

Total Attachments: 2

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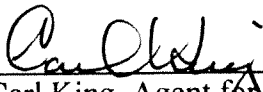
ASSIGNMENT OF REGISTERED INTELLECTUAL PROPERTY

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 Stewart & Stevenson International, Inc.; Sierra Detroit Diesel Allison, Inc.; or S&S Trust (collectively, the "Assignors"), owns the patents, patent applications and marks 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 trademarks pertain.

Date: January 25, 2006



Carl King, Agent for the Assignors

EXHIBIT A**U.S. TRADEMARK REGISTRATIONS/APPLICATIONS**

Mark	Registration/ Application No.	Serial Number	Registration/ Filing Date	Status	Class	Listed Owner
ACCU- FRAC	2,385,516	75/809,618	9-12-2000/ 9-28-1999	Registered	9	S&S Trust
RAIL KING	1,704,804	74/195,613	8-4-1992/ 9-18-1991	Registration renewed for 10 years on 7/12/2002	12	Stewart & Stevenson Services, Inc.
RAIL KING & Design	1,717,909	74/198,386	9-22-1992/ 8-26-1991	Registration renewed for 10 years on 12/28/2002	12	Stewart & Stevenson Services, Inc.
DAQPAQ		76/636,489	04/11/2005	Pending	9	Stewart & Stevenson Services, Inc.

STATE TRADEMARK REGISTRATIONS/APPLICATIONS

Mark	State	Registration/ Application No.	Serial Number	Registration Date/ Filing Date	Status	Listed Owner
Rail King	Texas	5162817		03/26/1992	Registered	Stewart & Stevenson Services, Inc.