

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
S&S Trust		10/01/2009	TRUST: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Stewart & Stevenson LLC		
Street Address:	Suite 5900, 1000 Louisiana St.		
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:	2437847	STEWART & STEVENSON	
Registration Number:	2437848	STEWART & STEVENSON	
Registration Number:	2762657	STEWART & STEVENSON EVT FIRE APPARATUS SERVICE REPAIR	
CORRESPONDENCE DATA			
Fax Number:	(713)880-7349		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713-751-2671		
Email:	d.sulkis@ssss.com		
Correspondent Name:	Stewart & Stevenson LLC		
Address Line 1:	Suite 5900, 1000 Louisiana		
Address Line 2:	Attn: General Counsel		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	David C. Sulkis		
Signature:	/David C. Sulkis/		

OP \$90.00 2437847

Date:

02/03/2010

Total Attachments: 5

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**ASSIGNMENT
(United States and Foreign Trademarks)**

WHEREAS, S&S Trust, a trust organized under and pursuant to the laws of Pennsylvania having its principal place of business at 13386 International Parkway, Jacksonville, FL 32218 (hereinafter referred to as Assignor), is the owner of the Marks set forth in SCHEDULE A hereof which it has used in various countries throughout the world including the United States; and

WHEREAS, Stewart & Stevenson LLC, a corporation organized under and pursuant to the laws of Delaware having its principal place of business at 1000 Louisiana Street, Suite 5900; Houston, Texas 77002 (hereinafter referred to as Assignee), desires to acquire the Marks and the goodwill of the business associated with the Marks.

NOW, THEREFORE, for good and valuable consideration of Ten Thousand Dollars (\$10,000.00), receipt of which is hereby acknowledged, the Assignor does hereby assign and transfer to the Assignee Assignor's right, title, and interest in and to the registrations for said Marks including Assignor's right, title, and interest to said Marks whether currently registered or not as set forth in *SCHEDULE A* hereof, together with the goodwill of the business symbolized by the Marks and the registrations thereof, and any other rights which Assignor enjoys thereunder throughout all countries of the world including the United States, the same to be held and enjoyed by the Assignee, its successors, and assigns forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof;

AND FURTHER, Assignee acknowledges that it has had an opportunity to evaluate the Marks and related registrations to its satisfaction. Assignee is relying only upon its own inspection and evaluation of the Marks and related registrations in accepting the assignment and transfer of Assignor's right, title and interest to the Marks and related registrations. Accordingly, it is understood and agreed that THE MARKS AND RELATED REGISTRATIONS ARE BEING TRANSFERRED IN THEIR "AS-IS" AND "WHERE-IS" CONDITION AND STATE AND ASSIGNOR HEREBY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS - WHETHER EXPRESS OR IMPLIED - WITH RESPECT TO THE MARKS AND RELATED REGISTRATIONS, INCLUDING WITHOUT LIMITATION, (I) THE INFORMATION ON SCHEDULE A (INCLUDING THE ACCURACY THEREOF), (II) WHETHER ANY OF THE

REGISTRATIONS FOR THE MARKS ARE CURRENT AND/OR IN GOOD STANDING, (III) WHETHER THE MARKS ON SCHEDULE A ARE A COMPLETE LIST OF THE MARKS OWNED BY ASSIGNOR AND (IV) IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, USE OR QUALITY. ASSIGNEE IS FULLY QUALIFIED AND ABLE TO INSPECT, EVALUATE AND UNDERSTAND THE CONDITION, STATUS, SUITABILITY, RISK AND VALUE OF THE MARKS AND RELATED REGISTRATIONS, AND THE ASSIGNEE EXPRESSLY AGREES THAT IT IS RELYING UPON THAT KNOWLEDGE, INSPECTION, EVALUATION AND UNDERSTANDING IN DETERMINING TO ACQUIRE THE MARKS AND RELATED REGISTRATIONS, AND NOT UPON ANY STATEMENT, REPRESENTATION OR OTHER ASSURANCE OF ASSIGNOR OR ANYONE ELSE. ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR IS RELYING UPON ASSIGNEE'S DISCLAIMER REGARDING THE MARKS AND RELATED REGISTRATIONS AND UPON THE ACKNOWLEDGMENTS AND AGREEMENTS OF THE ASSIGNEE GIVEN HEREIN IN AGREEING TO ASSIGN AND TRANSFER THE MARKS AND RELATED REGISTRATIONS TO ASSIGNEE. IF NOT FOR SUCH AGREEMENTS AND ACKNOWLEDGMENTS, ASSIGNOR WOULD NOT DO SO UPON THE TERMS HEREIN. ASSIGNEE HEREBY ACCEPTS ANY INTEREST ASSIGNOR HAS, IF ANY, IN THE MARKS AND RELATED REGISTRATIONS "AS-IS", "WHERE-IS" AND "WITH ALL FAULTS;"

AND FURTHER, Assignee agrees to indemnify, defend and hold harmless Assignor and its affiliates and their respective officers, directors, managers, employees, agents, representatives, controlling Persons, stockholders, members, and partners (collectively, the "Assignor Indemnified Parties"), from and against any actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, obligations, liens, losses, expenses and fees, including court costs and reasonable attorneys' fees and expenses that an Assignor Indemnified Party may in any way suffer resulting from, arising out of, relating to, or caused by this Assignment.

AND FURTHER, Assignee expressly acknowledges and agrees that neither Assignor nor any of its affiliates have or shall have any responsibility, duty or other obligation of

any nature whatsoever concerning the Marks and the related registrations except to, at any time and at the reasonable request of Assignee, execute any and all powers-of-attorney, assignments, declarations and papers, and do whatever is reasonably required to allow Assignee to effectively transfer title to the Marks from Assignor to Assignee and register such transfers with the relevant jurisdictions. The licenses granted by the Sellers (as defined in the EPD Purchase Agreement) to the Buyer (as defined in the EPD Purchase Agreement) and Sellers' reservation of rights in Section 2.12 of the EPD Purchase Agreement are hereby terminated. The licenses granted by the Sellers (as defined in the PPD Purchase Agreement) to the Buyer (as defined in the PPD Purchase Agreement) and Sellers' reservation of rights in Section 2.13 of the PPD Purchase Agreement are hereby terminated.

AND FURTHER, Assignor warrants that to the current actual knowledge of Britt Davis, there is no pending litigation related to the Marks.

ASSIGNOR

S&S Trust

Date: 9.29.09

Signature 

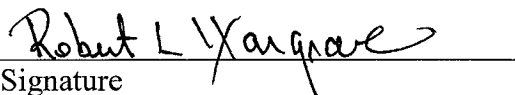
By: IAN GRAHAM

Title: Trustee

ASSIGNEE

Stewart & Stevenson LLC

Date: 10/1/09

Signature 

By: Robert L. Hargrave

Title: Chief Executive Officer

Date: 10/1/09

Signature 

By: Jeffery Merecka

Title: Chief Financial Officer

SCHEDULE A**US and INTERNATIONAL REGISTRATIONS**

TITLE	COUNTRY	REG. NO.	REG. DATE
STEWART & STEVENSON & Design	Mexico	608846	09-Apr-1999
STEWART & STEVENSON & Design (Class 7)	Mexico	965120	09-Apr-1999
STEWART & STEVENSON & Design	Mexico	597901	25-Jan-1999
STEWART & STEVENSON & Design (Class 16)	Mexico	965121	25-Jan-1999
STEWART & STEVENSON & Design	Mexico	595189	30-Nov-1998
STEWART & STEVENSON & Design (Class 35)	Mexico	965122	30-Nov-1998
STEWART & STEVENSON & Design	Mexico	595190	30-Nov-1998
STEWART & STEVENSON & Design (Class 37)	Mexico	965123	30-Nov-1998
STEWART & STEVENSON & Design	Mexico	595191	30-Nov-1998
STEWART & STEVENSON & Design (class 40)	Mexico	965125	30-Nov-1998
STEWART & STEVENSON & Design	Mexico	594331	26-Nov-1998
STEWART & STEVENSON & Design (class 42)	Mexico	965126	26-Nov-1998
STEWART & STEVENSON & Design	Mexico	746856	16-May-2002
STEWART & STEVENSON & Design	United States of America	2,437,847	27-Mar-2001
STEWART & STEVENSON	United States of America	2,437,848	27-Mar-2001
STEWART &	United States of	2,762,657	09-Sep-2003

TITLE	COUNTRY	REG. NO.	REG. DATE
STEVENSON EVT FIRE APPARATUS SERVICE REPAIR	America		