

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BAE Systems Resolution Inc.	FORMERLY Stewart & Stevenson Services, Inc.	10/01/2009	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stewart & Stevenson LLC		
<b>Street Address:</b>	Suite 5900, 1000 Louisiana St.		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77002		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2748418	STEWART & STEVENSON SOURCE 1	
<b>CORRESPONDENCE DATA</b>			
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 St.		
Address Line 2:	Attn: General Counsel		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	David C. Sulkis		
Signature:	/David C. Sulkis/		
Date:	02/03/2010		

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Total Attachments: 6

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

**WHEREAS**, Stewart & Stevenson Services, Inc., a corporation now known as BAE Resolution Inc. and organized under and pursuant to the laws of Texas having its principal place of business at 13386 International Parkway, Jacksonville, FL 32218, 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.

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**ASSIGNOR**

Stewart & Stevenson Services, Inc.

Date: 9-28-09

Signature \_\_\_\_\_

By: Mark Baker

Title: Vice President  
of BAE Systems Resolution Inc. formerly  
known as Stewart & Stevenson Services,  
Inc.

**ASSIGNEE**

Stewart & Stevenson LLC

Date: 10/1/09

Signature Robert L. Hargrave

By: Robert L. Hargrave  
Title: Chief Executive Officer

Date: 10/1/09

Signature Jeffery Merecka

By: Jeffery Merecka  
Title: Chief Financial Officer

**SCHEDULE A****INTERNATIONAL REGISTRATIONS**

<b>TITLE</b>	<b>COUNTRY</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
STEWART & STEVENSON & Design (Class 6)	United Arab Emirates	23212	23-Jan-2000
STEWART & STEVENSON & Design (Class 7)	United Arab Emirates	22394	03-Oct-1999
STEWART & STEVENSON & Design (Class 12)	United Arab Emirates	22395	03-Oct-1999
STEWART & STEVENSON & Design (Class 6)	Argentina	1888036	30-Sep-2002
STEWART & STEVENSON & Design (Class 7)	Argentina	1784417	30-Mar-2000
STEWART & STEVENSON & Design (Class 12)	Argentina	1784418	30-Mar-2000
STEWART & STEVENSON & Design (Class 6)	Brazil	821167316	20-May-2003
STEWART & STEVENSON & Design	Brazil	821167308	03-Aug-2004
STEWART & STEVENSON & Design	Brazil	200048074	03-Aug-2004
STEWART & STEVENSON & Design	Canada	TMA 536,960	09-Nov-2000
STEWART & STEVENSON & Design	European Community	905737	07-Mar-2000
STEWART & STEVENSON & Design	United Kingdom	2174618	11-Aug-1998
STEWART & STEVENSON	United Arab Emirates	26339	24-Oct-2000
STEWART & STEVENSON	United Arab Emirates	25767	07-Oct-2000
STEWART & STEVENSON	United Arab Emirates	22396	10-Mar-1999
STEWART & STEVENSON	Argentina	1888037	30-Sep-2002
STEWART &	Argentina	1784415	30-Mar-2000

<b>TITLE</b>	<b>COUNTRY</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
STEVENS			
STEWART & STEVENSON	Argentina	1784416	30-Mar-2000
STEWART & STEVENSON	Brazil	821167286	04-May-2004
STEWART & STEVENSON	Brazil	821167332	27-Apr-2004
STEWART & STEVENSON	Brazil	200045679	27-Apr-2004
STEWART & STEVENSON	Canada	TMA 531,161	15-Aug-2000
STEWART & STEVENSON	European Community	905562	31-May-2000
STEWART & STEVENSON	United Kingdom	2174619	11-Aug-1998
STEWART & STEVENSON SOURCE 1	United States	2,748,418	05-Aug-2003