

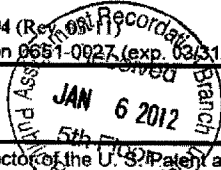
01/06/2012



Form PTO-1594 (Rev. 08/11)  
OMB Collection 0651-0027 (exp. 03/31/12)

103638787

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.

01/06/12

1. Name of conveying party(ies):

Stewart & Stevenson LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other LLC - Delaware
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMorgan Chase Bank, N.A.

Internal Address: \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 2200 Ross Avenue, 9th Floor

City: Dallas

State: Texas

Country: USA Zip: 75201

Association Citizenship national banking - US

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship \_\_\_\_\_

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 / Execution Date(s) :

Execution Date(s) December 23, 2011

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

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)

See Schedule 1 attached thereto (2385516; 3298525; et al.)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Julie H Cooper

Internal Address: \_\_\_\_\_

Street Address: 2001 Ross Avenue, Suite 3700

City: Dallas

State: Texas Zip: 75201

Phone Number: 214-220-7919

Fax Number: 214-999-7919

Email Address: jucooper@velaw.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41)

~~\$ 265.00~~ <sup>3</sup> 240.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number: GUYEN1 0000014 2385516

Authorized User Name: \_\_\_\_\_

9. Signature:

Julie H. Cooper  
Signature

1/5/2012  
Date

Julie H. Cooper  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## SCHEDULE 1

TRADEMARK SECURITY AGREEMENTI. REGISTERED TRADEMARKS:

Owner	Description	Registration Number	Country	Registration Date
Stewart & Stevenson LLC	ACCU-FRAC	2,385,516	USA	9/12/2000
Stewart & Stevenson LLC	DAQPAQ	3,298,525	USA	9/25/2007
Stewart & Stevenson LLC	ON THE BORDER	3,449,949	USA	6/17/2008
Stewart & Stevenson LLC	RAIL KING	1,717,909	USA	9/22/1992
Stewart & Stevenson LLC	RAIL KING ( <i>Vehicles for mobile railcar movers</i> )	1,704,804	USA	8/4/1992
Stewart & Stevenson LLC	STEWART & STEVENSON ECT FIRE APPARTUS S (EVT)	2,762,657	USA	9/9/2003

II. TRADEMARK APPLICATIONS:

Owner	Description	Serial/ Application Number	Country	Application Date
Stewart & Stevenson LLC	STEWART & STEVENSON (Standard Characters)	85/496379	USA	12/15/2011
Stewart & Stevenson LLC	STEWART & STEVENSON LOGO	85/496488	USA	12/15/2011
Stewart & Stevenson LLC	STEWART & STEVENSON LOGO in Color	85/496498	USA	12/15/2011

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 23, 2011, is entered into by STEWART & STEVENSON LLC, a Delaware limited liability company ("Grantor") and JPMORGAN CHASE BANK, N.A., as US Collateral Agent (the "US Collateral Agent") for the Agents, the Lenders and the Other Secured Parties. Capitalized terms not otherwise defined herein have the meanings set forth in the Third Amended and Restated Pledge and Security Agreement dated as of December 23, 2011 among Grantors, certain affiliates of Grantor and US Collateral Agent (as amended, restated or otherwise modified from time to time, the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantor is granting a security interest to the Lenders in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule 1 ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and US Collateral Agent hereby agree as follows:

1. Grant of Security Interest.

(a) Grantor hereby grants to US Collateral Agent, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to US Collateral Agent under the Security Agreement. The rights and remedies of the Lenders with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

2. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which US Collateral Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule 1 to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

3. Governing Law.

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE**

**GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.**

4. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of US Collateral Agent and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of US Collateral Agent given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

5. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

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SCHEDULE 1-1