

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stewart & Stevenson FDDA LLC		01/15/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	2200 Ross Avenue, 9th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2511504	YOUR TOTAL POWER SOLUTION	
CORRESPONDENCE DATA			
Fax Number:	2149997919		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-220-7919		
Email:	jucooper@velaw.com		
Correspondent Name:	Julie H Cooper		
Address Line 1:	2001 Ross Avenue, Suite 3700		
Address Line 2:	c/o Vinson & Elkins LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	CHA715/91001		
NAME OF SUBMITTER:	Julie H. Cooper		
Signature:	/julie h cooper/		

OP \$40.00 2511504

Date:

01/16/2014

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 15, 2014, is entered into by **STEWART & STEVENSON FDDA 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 Grantor, 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 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and US Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

**STEWART & STEVENSON FDDA LLC**, a  
Delaware limited liability company

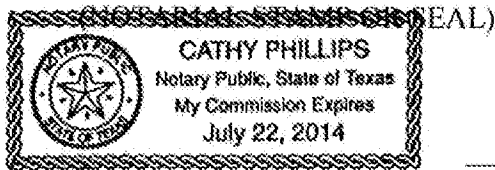
By: Stewart & Stevenson LLC, its sole member

By:   
John B. Simmons  
Chief Executive Officer

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

On January 15, 2014, before me, the undersigned, a notary public in and for said state and county, personally appeared John B. Simmons, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Chief Executive Officer of STEWART & STEVENSON LLC, a Delaware limited liability company, on behalf of STEWART & STEVENSON LLC and acknowledged to me that the company executed the within instrument pursuant to its constituent documents.

WITNESS MY HAND AND/OR OFFICIAL SEAL.



  
Notary Public

My Commission Expires: July 22, 2014

**JPMORGAN CHASE BANK, N.A.**, as Collateral Agent

By: *Christy L. West*  
Name: Christy L. West  
Title: Authorized Officer

**STATE OF TEXAS** )  
 )  
**COUNTY OF DALLAS** )

The foregoing instrument was acknowledged before me this 14 day of January, 2014, by Christy L. West, as an Authorized Officer of JPMORGAN CHASE BANK, N.A., a national banking association, on behalf of the bank, as Collateral Agent.

*Charmaine Wallace*

Notary Public for Texas  
My Commission Expires



[NOTARIAL SEAL]

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005194 FRAME: 0692**

SCHEDULE 1

TRADEMARK SECURITY AGREEMENT

I. REGISTERED TRADEMARKS:

<b>Owner</b>	<b>Description</b>	<b>Registration Number</b>	<b>Country</b>	<b>Registration Date</b>
Stewart & Stevenson FDDA LLC	YOUR TOTAL POWER SOLUTION	2,511,504	USA	11/27/2011

II. TRADEMARK APPLICATIONS:

None pending.