

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450980

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stewart & Stevenson LLC		09/13/2017	Limited Liability Company: DELAWARE
Stewart & Stevenson FDDA LLC		09/13/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Kirby S&S LLC
Street Address:	1000 Louisiana Suite 5900
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4416705	STEWART & STEVENSON
Registration Number:	4420501	STEWART & STEVENSON
Registration Number:	4416707	STEWART & STEVENSON
Registration Number:	2385516	ACCUFRAC
Registration Number:	3298525	DAQPAQ
Registration Number:	3449949	ON THE BORDER
Registration Number:	1717909	RAIL KING
Registration Number:	2511504	YOUR TOTAL POWER SOLUTION

CORRESPONDENCE DATA

Fax Number: 2148558200

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2148558000

Email: chris.andersen@nortonrosefulbright.com

Correspondent Name: Chris R. Andersen

Address Line 1: 2200 Ross Avenue, Suite 3600

Address Line 2: Norton Rose Fulbright US LLP

Address Line 4: Dallas, TEXAS 75201-7932

TRADEMARK

ATTORNEY DOCKET NUMBER:	1000207552
NAME OF SUBMITTER:	Chris R. Andersen
SIGNATURE:	/Chris R. Andersen/
DATE SIGNED:	11/15/2017

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This Trademark Agreement (this "Assignment") is made and entered into as of September 13, 2017 between Stewart & Stevenson LLC, a Delaware limited liability company ("Seller"), and Kirby S&S LLC, a Delaware limited liability company ("Buyer").

WHEREAS, Seller and Kirby Corporation, a Nevada corporation ("Kirby"), are parties to that certain Purchase and Sale Agreement, dated as of June 13, 2017 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Kirby has agreed to purchase from Seller, and Seller has agreed to sell and to convey to Kirby, all of Seller's right, title and interest in and to the trademarks set forth on Schedule A hereto; and

WHEREAS, Kirby has designated Buyer, a controlled Affiliate of Kirby, to serve as the recipient of the conveyance contemplated this Assignment.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement. The Preamble and Recitals are hereby incorporated into this Assignment by reference.

2. Assignment. Buyer hereby purchases from Seller, Seller hereby sells and conveys to Buyer, free and clear of any Liens other than Permitted Liens, all of Seller's right, title and interest in and to the trademarks set forth on Schedule A hereto, together with the goodwill of the business symbolized by such trademarks, as well as its entire right, title and interest in and to all registrations of such trademarks heretofore granted or applied for, any and all common law rights to such trademarks, and any and all claims and demands it may have either at law or in equity arising out of any past infringements of such trademarks. Seller does hereby expressly agree that Buyer may singly, and without assistance or consent from Seller, undertake, procedures to record the transfer of such trademarks to Buyer in the United States Patent and Trademark Office or other applicable agency or governmental entity.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Seller's representations, warranties, covenants, agreements and indemnities, are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. Notwithstanding anything contained herein to the contrary, in the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Governing Law; Enforcement; Jury Trial Waiver. THIS ASSIGNMENT SHALL BE GOVERNED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CONFLICT OR CHOICE OF LAW PROVISION THAT WOULD RESULT IN THE IMPOSITION OF ANOTHER JURISDICTION'S LAW. THE LAWS OF THE STATE OF DELAWARE SHALL GOVERN ANY DISPUTE, CONTROVERSY, REMEDY OR CLAIM BETWEEN THE PARTIES ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THIS ASSIGNMENT, INCLUDING THE EXISTENCE, VALIDITY, PERFORMANCE, OR BREACH THEREOF. WITH RESPECT TO ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS

CONTEMPLATED HEREBY, INCLUDING THE ENFORCEMENT OF THE AGREEMENT TO ARBITRATE IN SECTIONS 9.8 AND 9.9 OF THE PURCHASE AGREEMENT AND ANY ARBITRATION AWARD, BUT WITHOUT PREJUDICE TO THE TERMS OF SECTIONS 9.8 AND 9.9 OF THE PURCHASE AGREEMENT, EACH PARTY HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY.

5. Counterparts; Facsimile. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile or PDF copies hereof or signature hereon shall, for all purposes, be deemed originals.

6. Amendment. This Assignment may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of Seller and Buyer.

7. Assignment; Binding Effect. Any Party may assign its rights and obligations hereunder to an Affiliate but such assignment shall not release such Party from its obligations hereunder. Except as provided in the preceding sentence, neither this Assignment nor any right, interest or obligation hereunder may be assigned by any Party without the prior written consent of the other Party, and any attempt to do so will be void, except for assignments and transfers by operation of Law. Subject to this Section 7, this Assignment is binding upon, inures to the benefit of and is enforceable by the Parties and their respective successors and permitted assigns.

8. No Third Party Beneficiary. The terms and provisions of this Assignment are intended solely for the benefit of the Parties and their respective successors or permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other Person.

9. Dispute Resolution and Arbitration. Any dispute, controversy or claim among the Parties arising out of or relating to this Assignment, or the breach or invalidity thereof, shall be considered a "Dispute" under the Purchase Agreement and shall therefore be subject to Section 9.8 and 9.10 of the Purchase Agreement.

10. Invalid Provisions. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any Party under this Assignment will not be materially and adversely affected thereby, such provision shall be fully severable, this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

11. Further Assurances. Subject to the terms and conditions of this Assignment and the Purchase Agreement, at any time or from time to time after the Closing, at either Party's request and without further consideration, the other Party shall (and in the case of Buyer, Buyer shall and shall cause the applicable Companies to) execute and deliver to such Party such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as such Party may reasonably request in order to consummate the transactions contemplated by this Assignment.

[Signature page follows.]

IN WITNESS WHEREOF, this Assignment has been executed by the duly authorized officers of the parties as of the date first above written.

SELLER:

STEWART & STEVENSON LLC

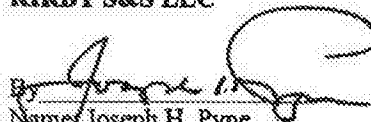
By  _____

Name: *Husband Anthony*

Title: *Executive Chairman*

BUYER:

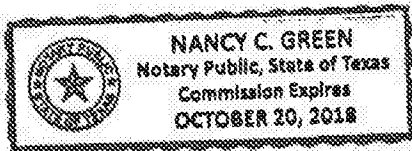
KIRBY S&S LLC


Name: Joseph H. Pyne
Title: Chairman of the Board

State of Texas
County of Harris

On this 12th day of September, in the year 2017, before me Nancy C. Green
a notary public, personally appeared Joseph H. Pyne, proved on the basis of satisfactory evidence to be
the person whose name is subscribed to this instrument above, and acknowledged that they executed the
same. Witness my hand and official seal.

Nancy C. Green My commission expires: October 20, 2018
Notary Public



[Trademark Assignment]

TRADEMARK
REEL: 006205 FRAME: 0776

SCHEDULE A

TRADEMARKS

Trademark Registrations

Owner	Description	Registration Number	Country	Registration Date
Stewart & Stevenson LLC	Stewart & Stevenson (Standard Characters)	4,416,705	USA	10/15/2013
Stewart & Stevenson LLC	Stewart & Stevenson (B&W Logo)	4,420,501	USA	1/22/2013
Stewart & Stevenson LLC	Stewart & Stevenson (Color Logo)	4,416,707	USA	10/15/2013
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	STEWART & STEVENSON y Diseno (Class 7)	1,252,049	Mexico	6/3/2011
Stewart & Stevenson LLC	STEWART & STEVENSON y Diseno (Class 9)	1,245,747	Mexico	10/19/2011
Stewart & Stevenson LLC	STEWART & STEVENSON y Diseno (Class 12)	1,245,748	Mexico	10/19/2011
Stewart & Stevenson LLC	STEWART & STEVENSON y Diseno (Class 41)	1,245,749	Mexico	10/19/2011
Stewart & Stevenson LLC	STEWART & STEVENSON y Diseno (Class 42)	1,251,468	Mexico	11/14/2011
Stewart & Stevenson LLC	STEWART & STEVENSON y Diseno (Class 11)	1,251,467	Mexico	11/14/2011
Stewart & Stevenson LLC	STEWART & STEVENSON y Diseno (Class 7)	1,252,049	Mexico	11/15/2011
Stewart & Stevenson LLC	STEWART & STEVENSON y Diseno (Class 6)	1,264,619	Mexico	2/2/2012

Owner	Description	Registration Number	Country	Registration Date
Stewart & Stevenson LLC	STEWART & STEVENSON y Diseno (Class 37)	1,278,438	Mexico	4/11/2012
Stewart & Stevenson LLC	STEWART & STEVENSON (Words & Logo, Class 7)	6,737,452 6,737,435	China	6/14/2010 4/7/2010
Stewart & Stevenson LLC	STEWART & STEVENSON (Words & Logo, Class 9)	6,737,453 6,737,436	China	6/14/2010 6/14/2010
Stewart & Stevenson LLC	STEWART & STEVENSON (Words & Logo, Class 12)	6,737,434 6,737,437	China	3/28/2010 7/14/2010
Stewart & Stevenson FDDA LLC	YOUR TOTAL POWER SOLUTION	2,511,504	USA	11/27/2011
Stewart & Stevenson LLC	STEWART & STEVENSON (Logo Classes 6, 7, 9, 12, 37, 41)	1 348 859	WIPO	9/14/2016

The Stewart & Stevenson logo, registered in various classes in Venezuela under registration numbers N-40187, S-13488, S-13489, P-222638, P-222639, P-222640, P-222641 and P-228901.

Trademark Applications

Owner	Description	Serial/Application Number	Country	Application Date
Stewart & Stevenson LLC	STEWART & STEVENSON (Standard Characters)	Madrid Application	Australia China Colombia Cuba European Union Japan Mexico Oman Russian Federation Singapore United Kingdom	9/14/2016

Owner	Description	Serial/Application Number	Country	Application Date
Stewart & Stevenson LLC	STEWART & STEVENSON Logo	Madrid Application	Australia China Colombia Cuba European Union Japan Mexico Oman Russian Federation Singapore United Kingdom	9/14/2016
Stewart & Stevenson LLC	STEWART & STEVENSON (Standard Characters)	1814343	Canada	12/15/2016
Stewart & Stevenson LLC	STEWART & STEVENSON Logo	1814344	Canada	12/15/2016