

04-17-2006

U.S. DEPARTMENT OF COMMERCE
States Patent and Trademark Office



REC'D

TRADEMARK
103220137

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Stewart & Stevenson LLC,
Stewart & Stevenson Distributor Holdings LLC,
Stewart & Stevenson Power Products LLC,
Stewart & Stevenson Petroleum Services LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company - Delaware
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) January 25, 2006

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Internal

Address: _____

Street Address: 2200 Ross Avenue, 6th Floor

City: Dallas

State: Texas

Country: USA Zip: 75201

- Association Citizenship national banking
- 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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
76/625,951 and 76/636,489

B. Trademark Registration No.(s)
875,525; 884,328; 2,385,516; see attached for additional

Additional sheet(s) attached? Yes No

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

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

Name: Julie H. Cooper

Internal Address: Vinson & Elkins LLP

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:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Julie H. Cooper
Signature

4/11/06

Date

Julie H. Cooper

Name of Person Signing

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

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

0000094 76625951
40.00 DP
175.00 DP
04/14/2006 11:09:01
01 FC 0521
02 FC 0522

TRADEMARK SECURITY AGREEMENT

I. REGISTERED TRADEMARKS

PAMCO	8/26/69	875,525
PAMCO	1/13/70	884,328
ACCU-FRAC	9/12/00	2,385,516
RAIL KING	8/4/92	1,704,804
RAIL KING & Design	9/22/92	1,717,909

II. STATE REGISTERED TRADEMARKS

RAIL KING (Texas)	3/26/92	5,162,817
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III. TRADEMARK APPLICATIONS

ON THE BORDER	12/20/04	76/625,951
DAQPAC	4/11/05	76/636,489

IV. TRADEMARK LICENSES

Asset Purchase Agreement (Trademark License granted pursuant to Section 2.12)	9/27/2005	Stewart & Stevenson Services, Inc., Stewart & Stevenson Petroleum Services, Inc., Stewart & Stevenson International, Inc., Sierra Detroit Diesel Allison, Inc., S&S Trust and Hushang Ansary
Asset Purchase Agreement (Trademark License granted pursuant to Section 2.13)	10/24/2005	Stewart & Stevenson Services, Inc., certain subsidiaries of Stewart & Stevenson Services, Inc. and Hushang Ansary

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 25, 2006, is entered into by STEWART & STEVENSON LLC, a Delaware limited liability company ("Company"), STEWART & STEVENSON DISTRIBUTOR HOLDINGS LLC, a Delaware limited liability company ("SSDH"), STEWART & STEVENSON POWER PRODUCTS LLC, a Delaware limited liability company ("SSPP"), STEWART & STEVENSON PETROLEUM SERVICES LLC, a Delaware limited liability company ("SSPS") and collectively with the Company, SSDH and SSPP, the "Grantors" and each individually, a "Grantor") and JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "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 Pledge and Security Agreement dated as of January 25, 2006 among Grantors and Collateral Agent (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantors are 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, Grantors and Collateral Agent hereby agree as follows:

1. Grant of Security Interest.

(a) Each Grantor hereby grants to Collateral Agent, a security interest in and continuing lien on all of such 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 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 Collateral Agent may modify this Agreement, after obtaining each Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which any 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 Collateral Agent and Grantors and their respective successors and assigns. Grantors shall not, without the prior written consent of Collateral Agent given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

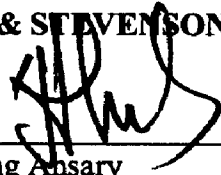
5. Counterparts.

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. Facsimiles shall be effective as originals.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

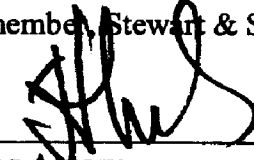
IN WITNESS WHEREOF, Grantors and Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

STEWART & STEVENSON LLC

By: 

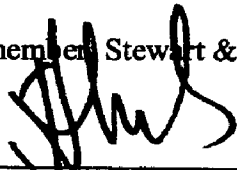
Hushang Ansary
Chairman

STEWART & STEVENSON DISTRIBUTOR HOLDINGS LLC

By: Its sole member, Stewart & Stevenson LLC
By: 

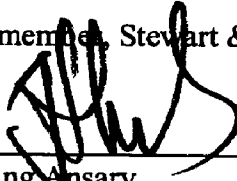
Hushang Ansary
Chairman

STEWART & STEVENSON POWER PRODUCTS LLC

By: Its sole member, Stewart & Stevenson LLC
By: 

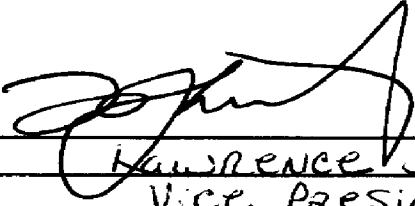
Hushang Ansary
Chairman

STEWART & STEVENSON PETROLEUM SERVICES LLC

By: Its sole member, Stewart & Stevenson LLC
By: 

Hushang Ansary
Chairman

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

By: 
Name: Lawrence J. Cannarato
Title: Vice President

Signature Page to Trademark Security Agreement

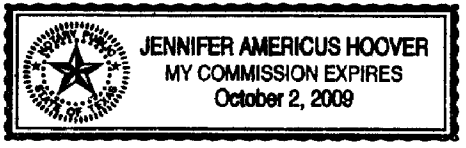
TRADEMARK
REEL: 003336 FRAME: 0536

STATE OF TX)
)
COUNTY OF Harris) ss:

On January 20, 2006, before me, the undersigned, a notary public in and for said state and county, personally appeared Hushang ANSARY, 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 Chairman, on behalf of Stewart & Stevenson LLC, a Delaware limited liability company and acknowledged to me that the limited liability company executed the within instrument pursuant to its limited liability company agreement

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



Jennifer A. Hoover
Notary Public

My Commission Expires:
10/02/09

TRADEMARK SECURITY AGREEMENT

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PAMCO	1/13/70	884,328
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