

05-06-2010



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To the Director of the U. S. Patent &

ed documents or the new address(es) below.

01/4/10

**1. Name of conveying party(ies):**

Stewart & Stevenson 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) April 27, 2010

- 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.

Internal

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

Street Address: 2200 Ross Avenue, 6th Floor

City: Dallas

State: Texas

Country: USA

Zip: 75201

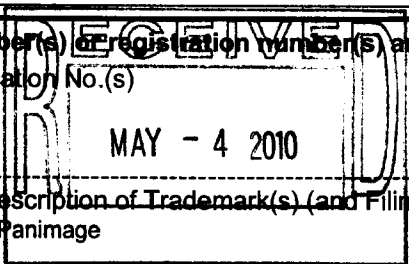
- Association Citizenship National Banking Assoc. - US
  - General Partnership Citizenship \_\_\_\_\_
  - Limited Partnership Citizenship \_\_\_\_\_
  - Corporation Citizenship \_\_\_\_\_
  - Other \_\_\_\_\_ Citizenship \_\_\_\_\_
- If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**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)

2437847; 2437848; and 2762657



Additional sheet(s) attached?  Yes  No

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

Pandigital and Panimage

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

Name: Julie H. Cooper

Internal Address: c/o 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:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00**

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

**8. Payment Information:**

a. Credit Card # 05/05/2010 ENELLER 0000015 2437847  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

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

**9. Signature:**

Julie H. Cooper  
Signature

5/4/2010  
Date

Julie H. Cooper  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

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 AGREEMENT

I. REGISTERED TRADEMARKS

Trademark	Country	Registration No.	Registration Date	Owner	Priority
Stewart & Stevenson	United States	2,437,847	3/27/2001	Stewart & Stevenson LLC	
Stewart & Stevenson	United States	2,437,848	3/27/2001	Stewart & Stevenson LLC	
Stewart & Stevenson EVT Fire Apparatus Service Repair	United States	2,762,657	9/9/2003	Stewart & Stevenson LLC	

II. TRADEMARK APPLICATIONS

None.

# TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of April 27, 2010, is entered into by **STEWART & STEVENSON LLC**, a Delaware limited liability company (the "**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 Second Amended and Restated Pledge and Security Agreement dated as of February 13, 2007 among **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**"), **STEWART & STEVENSON FUNDING CORP.**, a Delaware corporation ("**SSC**"), **STEWART & STEVENSON CANADA INC.**, A New Brunswick corporation ("**S&S Canada**") and **STEWART & STEVENSON MATERIAL HANDLING LLC f/k/a S&S AGENT LLC**, a Delaware limited liability company ("**SSA**", and collectively with the Company, SSDH, SSPP, SSPS, SSC and S&S Canada, the "**Existing Grantors**") and US Collateral Agent (as amended, restated or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, pursuant to the Security Agreement, the 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, the Grantor and US Collateral Agent hereby agree as follows:

1. Grant of Security Interest.

(a) The Grantor hereby grants to US Collateral Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement, provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law.

(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 the 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 the Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which the 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 the Grantor and their respective successors and assigns. The 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. Facsimiles shall be effective as originals.

[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 LLC**, a Delaware limited liability company

By: Robert L. Hargrave  
Robert L. Hargrave  
Chief Executive Officer

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGED AND ACCEPTED BY EXISTING GRANTORS:**

**STEWART & STEVENSON MANUFACTURING TECHNOLOGIES LLC**, a Delaware limited liability company

By Stewart & Stevenson LLC, its sole member

By: Robert L. Hargrave  
Robert L. Hargrave  
Chief Executive Officer

**STEWART & STEVENSON DISTRIBUTOR HOLDINGS LLC**, a Delaware limited liability company

By Stewart & Stevenson LLC, its sole member

By: Robert L. Hargrave  
Robert L. Hargrave  
Chief Executive Officer


[Signature Page to Trademark Security Agreement]

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 LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Robert L. Hargrave  
Chief Executive Officer

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

By:  \_\_\_\_\_  
Name: T.C. Wilde  
Title: V.P.

**ACKNOWLEDGED AND ACCEPTED BY EXISTING GRANTORS:**

**STEWART & STEVENSON MANUFACTURING TECHNOLOGIES LLC**, a Delaware limited liability company

By Stewart & Stevenson LLC, its sole member

By: \_\_\_\_\_  
Robert L. Hargrave  
Chief Executive Officer

**STEWART & STEVENSON DISTRIBUTOR HOLDINGS LLC**, a Delaware limited liability company

By Stewart & Stevenson LLC, its sole member

By: \_\_\_\_\_  
Robert L. Hargrave  
Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**STEWART & STEVENSON POWER PRODUCTS LLC,**  
a Delaware limited liability company

By Stewart & Stevenson LLC, its sole member

By: Robert L. Hargrave  
Robert L. Hargrave  
Chief Executive Officer

**STEWART & STEVENSON PETROLEUM SERVICES LLC,**  
a Delaware limited liability company

By Stewart & Stevenson LLC, its sole member

By: Robert L. Hargrave  
Robert L. Hargrave  
Chief Executive Officer

**STEWART & STEVENSON FUNDING CORP.,**  
a Delaware corporation

By: Robert L. Hargrave  
Robert L. Hargrave  
President

**STEWART & STEVENSON CANADA INC.,**  
a New Brunswick corporation

By: Robert L. Hargrave  
Robert L. Hargrave  
President

**STEWART & STEVENSON MATERIAL HANDLING LLC,**  
a Delaware limited liability company

By Stewart & Stevenson LLC, its sole member

By: Robert L. Hargrave  
Robert L. Hargrave  
Chief Executive Officer

[Signature Page to Trademark Security Agreement]

STATE OF Texas )  
COUNTY OF Harris ) SS:

On April 27, 2010, before me, the undersigned, a notary public in and for said state and county, personally appeared Robert L. Hargrave, 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 CEO, on behalf of **STEWART & STEVENSON LLC**, a Delaware limited liability company, and acknowledged to me that **STEWART & STEVENSON LLC** executed the within instrument pursuant to its constituent documents.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



Kathleen Michele Jones  
Notary Public

My Commission Expires: 08-20-2011



SCHEDULE 1

TRADEMARK SECURITY AGREEMENT

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Stewart & Stevenson EVT Fire Apparatus Service Repair	United States	2,762,657	9/9/2003	Stewart & Stevenson LLC	

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