

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
USA Compression Partners, LP		07/20/2004	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	TCW Asset Management Company
Street Address:	865 South Figueroa Street
Internal Address:	Suite 1800
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90017
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2529144	COMPRESSMART

CORRESPONDENCE DATA

Fax Number: (212)822-5423
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-530-5423
 Email: jnici@milbank.com
 Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP
 Address Line 1: One Chase Manhattan Plaza
 Address Line 2: Rm. 4680
 Address Line 4: New York, NEW YORK 10005-1413

ATTORNEY DOCKET NUMBER:	27241-14200
NAME OF SUBMITTER:	Janis Nici

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 20, 2004, by and between USA Compression Partners, LP, a Texas limited partnership (the "Grantor"), in favor of TCW Asset Management Company, as collateral agent (in such capacity, together with any successor in such capacity, the "Collateral Agent"), for the benefit of the Purchasers (as defined below).

WITNESSETH:

WHEREAS, on July 20, 2004, USA Compression Partners, L.P., a Texas limited partnership (the "Issuer"), TCW Energy Fund X – NL, L.P., a California limited partnership ("Fund X – NL"); TCW Energy Fund XB – NL, L.P. ("Fund XB – NL"); TCW Energy Fund XC – NL, L.P. ("Fund XC – NL"); TCW Energy Fund XD – NL, L.P. ("Fund XD – NL"); Tamco as Investment Manager under the Amended and Restated Investment Management and Custody Agreement dated as of December 3, 2003 among Ensign Peak Advisors, Inc., Tamco and Trust Company of the West ("TCW"), a California trust company, as Sub-Custodian; Tamco as Investment Manager under the Amended and Restated Investment Management and Custody Agreement dated as of March 18, 2004 among ING Life Insurance and Annuity Company, Tamco and TCW as Sub-Custodian; Tamco as Investment Manager under the Amended and Restated Investment Management and Custody Agreement dated as of December 11, 2003, among Harry L. Bradley, Jr. Partition Trust, Harry L. Bradley, Jr. Trust, Jane Bradley Uihlien Pettit Partition Trust, Jane Bradley Uihlien Trust, Tamco and TCW as Sub-Custodian (Tamco in the capacities designated above in this paragraph, Fund X – NL, Fund XB – NL, Fund XC – NL and Fund XD – NL are hereinafter collectively referred to as the "Purchasers," each a "Purchaser"); Collateral Agent; and Tamco as Administrative Agent (together with its successors in such capacity, the "Administrative Agent") entered into that certain Note and Warrant Purchase Agreement (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Note and Warrant Purchase Agreement") pursuant to which the Grantor incurred debt and related obligations;

WHEREAS, on July 20, 2004, as a condition precedent to the execution of the Note and Warrant Purchase Agreement by the Purchasers, the Issuer entered into that certain Security Agreement (the "Security Agreement") pursuant to which the Issuer granted to the collateral agent under the Security Agreement, for the benefit of the Purchasers, a security interest in all personal property of Issuer; and

WHEREAS, pursuant to the Note and Warrant Purchase Agreement and the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of the Purchasers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

SECTION 1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note and Warrant Purchase Agreement or the Security Agreement.

SECTION 2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Collateral Agent, on behalf of the Purchasers and grants to Collateral Agent, on behalf of the Purchasers, a lien on and security interest in all of its title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(b) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule I annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule I and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

SECTION 3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of the Purchasers pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. All rights and remedies provided for herein to the Collateral Agent and all obligations of Grantor hereunder are subject to the applicable terms and provisions of the Subordination Agreement (as defined in the "Note and Warrant Purchase Agreement).

SECTION 4. **INTERCREDITOR AGREEMENT.** THE OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE, AND THE RIGHTS AND REMEDIES OF THE PURCHASERS HEREUNDER ARE SUBORDINATE, TO THE RIGHTS AND REMEDIES OF THE SENIOR ADMINISTRATIVE AGENT AND SENIOR LENDERS IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "INTERCREDITOR

EXECUTION COPY

AGREEMENT"), DATED AS OF THE DATE HEREOF, AMONG THE SENIOR ADMINISTRATIVE AGENT, THE ADMINISTRATIVE AGENT AND PURCHASERS OF THE INDEBTEDNESS AND OTHER LIABILITIES OWED BY THE ISSUER PURSUANT TO THE BANK LOAN DOCUMENTS, AND EACH HOLDER HEREOF, BY ITS ACCEPTANCE HEREOF, ACKNOWLEDGES AND AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

[Remainder of page intentionally left blank; signature page follows]

EXECUTION COPY

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

USA COMPRESSION PARTNERS, LP

By: Darr Oilfield Services, Inc.

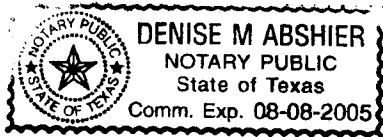
By: *[Handwritten Signature]*
Name: *[Handwritten Name]*
Title: *[Handwritten Title]*

EXECUTION COPY

ACKNOWLEDGMENT OF GRANTOR

STATE OF TEXAS)
) ss.
COUNTY OF TRAVIS)

On July 19, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Eric Dee Long, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity on behalf of Darr Oilfield Services, Inc., as General Partner of USA Compression Partners, LP, and that by his/her/their signature(s) on the instrument, the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.



Denise M. Abshier
Notary Public

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
CompresSmart®	Reg. No. 2,529,144	January 15, 2002.

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
None.		