

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/31/2000

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Universal Compression, Inc.		08/14/2006	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Tide-Air, Inc.
Street Address:	6755 A Willowbrook Park Drive
City:	Houston
State/Country:	TEXAS
Postal Code:	77066
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2434620	TIDE-AIR

CORRESPONDENCE DATA

Fax Number: (973)491-3490
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 973-491-3326
 Email: blp@stjohnlaw.com
 Correspondent Name: Brian L. Petrequin, Esq.
 Address Line 1: 2 Penn Plaza East
 Address Line 2: 10th Floor
 Address Line 4: Newark, NEW JERSEY 07105

ATTORNEY DOCKET NUMBER:	07865.0011
NAME OF SUBMITTER:	Brian L. Petrequin
Signature:	/Brian L. Petrequin/

CH \$40.00 2434620

Date:

09/01/2006

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is made effective as of the 31st day of January, 2000 (the "Effective Date") by and between **UNIVERSAL COMPRESSION, INC.**, a Texas corporation having an address located at 4440 Brittmooore Road, Houston, Texas 77041-8004 ("Assignor"), and **TIDE-AIR, INC.**, a Texas corporation having an address located at 6755A Willowbrook Park Drive, Houston Texas 77066 ("Assignee").

WHEREAS, prior to and including the Effective Date Assignor adopted and used in its business the trademarks and trade names identified in the GENERAL CONVEYANCE, ASSIGNMENT AND BILL OF SALE by and between Assignee and Assignor dated February 2, 2000 and effective as of January 31, 2000 (the "Purchase Agreement") and listed on Schedule A attached hereto and made a part hereof (the "Trademarks"); and

WHEREAS, the Assignee purchased the Trademarks from Assignor pursuant to the Purchase Agreement as of the Effective Date;

WHEREAS, the parties did not record evidence of such assignment of the Trademarks with the United States Patent and Trademark Office ("PTO") and the parties desire to clarify and correct the chain of title and ownership with respect to the Trademarks in the records of the PTO by executing this Assignment for recordation,

NOW, THEREFORE, in consideration of and exchange for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. As of the Effective Date, Assignor does sell, assign, transfer and set over unto Assignee its entire right, title and interest in and to the Trademarks, together with the good will symbolized by and associated with the business in connection with which the Trademarks are used, all income, royalties, and payments now or hereafter due or payable in respect thereto, and all causes of action either in law or equity, for past, present or future infringement based upon the Trademarks. Assignor further agrees to execute all papers and to perform such other acts as Assignee may deem necessary to secure to it the rights hereby assigned.


2. Assignor shall (a) duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and all notices, releases, acquittances and other documents and (b) perform such acts, that may be necessary more fully to grant, convey, transfer, assign and deliver to and vest in Assignee the Trademarks hereby granted, conveyed, transferred, assigned and delivered or intended so to be.

[Signatures are on the following page]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer on the date first above written.

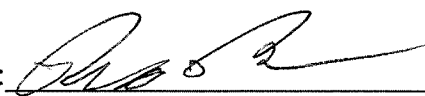
ASSIGNOR:

UNIVERSAL COMPRESSION, INC.,
a Texas corporation

By: 
Name: Kirk Townsend
Title: President, HA Division

ASSIGNEE:

TIDE-AIR, INC.,
a Texas corporation

By: 
Name: Robert Ryan
Title: President

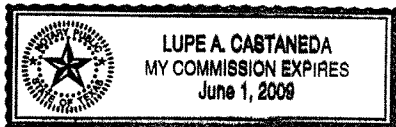
[Signature page to Assignment of Trademarks]

STATE OF Texas)
) SS:
COUNTY OF Harris)

On this 14th day of August, 2006, personally came before me Kirk Townsend, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the President-NA Div. of **UNIVERSAL COMPRESSION, INC.**, a Texas corporation; and

(b) This document was signed and delivered by **UNIVERSAL COMPRESSION, INC.** as its voluntary act and deed by virtue of authority from its directors.



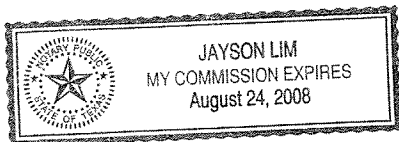
Lupe A. Castaneda
Notary Public

STATE OF Texas)
) SS:
COUNTY OF Harris)

On this 16 day of August, 2006, personally came before me Robert Ryan Jr. Jayson Lim, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the President of **TIDE-AIR, INC.**, a Texas corporation; and

(b) This document was signed and delivered by **TIDE-AIR, INC.** as its voluntary act and deed by virtue of authority from its directors.



Jayson Lim
Notary Public

[Notary page to Assignment of Trademarks]

Schedule A

Trademarks

1. TIDE-AIR
 - (i) United States Patent and Trademark Office Registration #2,434,620
 - (ii) Graphic replica of the mark: words only