

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|-----------------------|----------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | MERGER |
| EFFECTIVE DATE: | 07/15/2004 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------|----------|----------------|-----------------------|
| Compressco, Inc | | 07/15/2004 | CORPORATION: OKLAHOMA |

RECEIVING PARTY DATA

| | |
|-----------------|--------------------------|
| Name: | Tetra Technologies, Inc. |
| Street Address: | 25025 I-45 North |
| City: | The Woodlands |
| State/Country: | TEXAS |
| Postal Code: | 77380 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------|
| Registration Number: | 1688270 | GAS JACK |
| Registration Number: | 2536613 | COMPRESSCO |
| Registration Number: | 2755912 | THE POWER OF BLUE |
| Registration Number: | 2775178 | |
| Serial Number: | 76288237 | E-PUMPER |

CORRESPONDENCE DATA

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OP \$140.00 1688270

| | |
|-------------------------|---------------------------|
| ATTORNEY DOCKET NUMBER: | TETR100 |
| NAME OF SUBMITTER: | Jo Katherine D'Ambrosio |
| Signature: | /Jo Katherine D'Ambrosio/ |
| Date: | 01/29/2008 |

Total Attachments: 17

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TETRA Technologies, Inc.

**Acquisition
Of
Compressco, Inc.
&
Its Subsidiaries**

July 15, 2004

TETRA TECHNOLOGIES, INC.

**ACQUISITION OF COMPRESSCO, INC.
AND ITS SUBSIDIARIES**

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TETRA TECHNOLOGIES, INC.

ACQUISITION OF COMPRESSCO, INC.
AND ITS SUBSIDIARIES

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AGREEMENT AND PLAN OF MERGER

By and Among

TETRA TECHNOLOGIES, INC. (*"Parent"*),

TETRA ACQUISITION SUB, INC. (*"Merger Sub"*)

and

COMPRESSCO, INC. (*"Company"*)

Dated June 22, 2004

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "*Agreement*"), dated June 22, 2004, is by and among TETRA Technologies, Inc. ("*Parent*"), a Delaware corporation, TETRA Acquisition Sub, Inc. ("*Merger Sub*"), a Delaware corporation and a wholly-owned subsidiary of Parent, and Compressco, Inc. ("*Company*"), a Delaware corporation. Each of Parent, Merger Sub and Company is a "*Party*;" and together are the "*Parties*."

Recitals:

WHEREAS, the respective Boards of Directors of each of Parent, Merger Sub and Company deem it advisable and in the best interests of their respective stockholders that Parent acquire Company through the merger of Merger Sub with and into Company (the "*Merger*") upon the terms and subject to the conditions set forth herein, and such Boards of Directors have approved the Merger;

WHEREAS, concurrently with the execution and delivery of this Agreement, with the approval of Company's board of directors, Parent, Burt H. Keenan, BMT Investment Partners, L.P., a Texas limited partnership, Jerry W. Jarrell, D.B.H. Chaffe III, Jack Rettig, and J. Michael Drennen have entered into a voting agreement under which such parties have, among other things, agreed to support the Merger upon the terms and subject to the conditions set forth therein (the "*Voting Agreement*"); and

WHEREAS, concurrently with the execution and delivery of this Agreement, Brooks Mims Talton III, Kenneth R. Reagan, Gary McBride and Ronald J. Foster have entered into employment and non-competition agreements with Parent to become effective at the Effective Time.

NOW, THEREFORE, in consideration of the premises and the representations, warranties and agreements contained herein, the Parties agree as follows:

ARTICLE I

THE MERGER

1.1 **The Merger.** Upon the terms and subject to the conditions hereof, at the Effective Time, Merger Sub will merge with and into Company and the separate corporate existence of Merger Sub will cease and Company will be the surviving corporation in the Merger (sometimes referred to herein as the "*Surviving Corporation*"). The Merger will have the effects set forth in Section 259 of the Delaware General Corporation Law ("*DGCL*"), including the Surviving Corporation's succession to and assumption of all rights and obligations of Company and Merger Sub.

1.2 **Effective Time of the Merger.** The Merger will become effective (the "*Effective Time*") upon the later of (i) the filing of a properly executed Certificate of Merger relating to the Merger (the "*Certificate of Merger*") with the Secretary of State of Delaware in accordance with the DGCL and (ii) at such later time as the Parties agree and set forth in such Certificate of Merger. The filing of the Certificate of Merger will be made as soon as practicable on the Closing Date.

4.19 Intellectual Property. Company and its Subsidiaries own or license, or otherwise have the right to use, all patent, patent rights, trademarks, trademark rights, trade names, trade name rights, service marks, service mark rights, copyrights, technology, know-how, processes and other proprietary intellectual property rights and computer programs ("**Intellectual Property**") currently used in the conduct of the business of Company and its Subsidiaries free and clear of all Liens, except Permitted Liens. To Company's knowledge, Company's and its Subsidiaries' use of the Intellectual Property does not infringe on the rights of any Person and no Person is infringing on any right of Company or any of its Subsidiaries with respect to any such Intellectual Property. No claims are pending or, to Company's knowledge, threatened that Company or any of its Subsidiaries is infringing or otherwise adversely affecting the rights of any Person with regard to any Intellectual Property.

4.20 Material Contracts. Except as disclosed on Schedule 4.20 or as exhibits to Company's most recent Annual Report on 10-K or most recent Quarterly Report on Form 10-Q, neither Company nor any of its Subsidiaries is a party to or bound by any contract, agreement, commitment or understanding that (i) is an employment agreement, (ii) requires remaining payments by Company or any of its Subsidiaries in excess of \$250,000 and is not terminable by Company or its Subsidiaries, as the case may be, on notice of six months or less other than procurement or purchase orders entered in the ordinary course of business, (iii) is a material contract (as defined in Item 601(b)(10) of Regulation S-K under the Securities Act) to be performed after the date of this Agreement or (iv) materially restrains, limits or impedes Company's or any of its Subsidiaries' ability to compete with or conduct any business, including geographic limitations. Each contract, arrangement, commitment or understanding of the type described in this Section 4.20, whether or not set forth in Schedule 4.20 or as an exhibit to the Company's most recent Annual Report on Form 10-K or most recent Quarterly Report on Form 10-Q, is referred to as a "**Material Contract**." Unless otherwise disclosed in Schedule 4.20, each Material Contract is legal, valid, binding, in full force and effect and enforceable in accordance with its terms, except for the Enforceability Exception; (ii) neither Company, or its Subsidiaries, nor to Company's knowledge any other party, is in breach or default, and no event has occurred which with notice or lapse of time would constitute a breach or default, or permit termination, modification, or acceleration, under the agreement; and (iii) neither Company, or its Subsidiaries, nor to Company's knowledge any other party, has repudiated any provision of the agreement.

4.21 Brokers. Except for Harris Williams Advisors, Inc., no broker, finder or investment banker is entitled to any brokerage, finder's fee or other fee or commission payable by Company or any of its Subsidiaries in connection with the transactions contemplated by this Agreement based upon arrangements made by and on behalf of Company or any of its Subsidiaries.

4.22 Delaware Takeover Statute. Company's board of directors has taken all action necessary (i) such that the restrictions on business combinations contained in Section 203 of the DGCL will not apply to the Merger and the other transactions contemplated by this Agreement and (ii) to approve the Persons (other than Parent) executing the Voting Agreement (the "**Management Participants**") and their respective spouses, associates, affiliates, general partners and limited partners and Subsidiaries, or any combination thereof, becoming "interested stockholders" (within the meaning of Section 203 of the DGCL), in connection with negotiating and entering into agreements or otherwise having arrangements or understandings, in each case

among themselves solely in connection with the participation of all or any of them in the transactions contemplated by this Agreement and/or the ownership of Parent.

4.23 Opinion of Financial Advisor. Company's board of directors has received the opinion of Harris Williams Advisors, LLC to the effect that, as of the date of such opinion, the aggregate consideration to be received by the holders of the Company Common Stock is fair, from a financial point of view, to such holders.

4.24 Interpretation. Notwithstanding any other provision of this Agreement, no representation or warranty is made with respect to the matters contemplated by Sections 4.11 and 4.12, except the representations and warranties made in such sections.

4.25 Affiliate Transactions; Executive and Director Loans.

(a) Except as disclosed in the Company's SEC Filings, there are no transactions, arrangements, agreements or understandings between Company or its Subsidiaries, on the one hand, and Company's directors, officers or other affiliates, on the other hand, that would be required to be disclosed under Item 404 of Regulation S-K under the Securities Act.

(b) Since the enactment of the Sarbanes-Oxley Act, neither Company nor any of its Subsidiaries has made any loans to any executive officers or directors of Company.

4.26 Assets. Company and its Subsidiaries own, or otherwise have sufficient legally enforceable rights to use, all of their respective properties and assets (real, personal or mixed, tangible or intangible) (the "*Assets*"). Company and its Subsidiaries have valid title to all Assets, including all Assets (i) reflected in the Company's Financial Statements for the quarter ending March 31, 2004 and (ii) acquired since the date thereof (in each case, except (a) as may have been disposed of since March 31, 2004 in the ordinary course of business consistent with past practice and (b) as may be disposed of after the date of this Agreement in accordance with this Agreement), in each case, free and clear of all Liens except (i) Liens identified in Schedule 4.26, (ii) Liens for taxes, assessments, governmental charges or claims not yet due and payable or which are being contested in good faith and by appropriate proceedings which are identified in Schedule 4.26, (iii) Liens securing the claims or demands of landlords, warehousemen, carriers, mechanics, suppliers, materialmen or repairmen relating to obligations not yet due or not yet delinquent or, if delinquent, that are specifically disclosed on Schedule 4.26 and are being contested by Company in good faith in the normal course of business, (iv) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other similar types of social security, (v) Liens against equipment leased by Company, as lessee, and which are not created by the Company and (vi) Liens (including those of the types described in clauses (ii) - (v)) that, individually or in the aggregate, do not and will not materially interfere with the use or value of the properties or assets of Company and its Subsidiaries taken as a whole as currently used, or otherwise have or result in a Company Material Adverse Effect (the Liens described in (i) through (vi) are collectively referred to as the "*Permitted Liens*"). In addition to the Permitted Liens, as of the date of this Agreement, the Assets are subject to those Liens identified in Schedule 4.26A (the "*Nonpermitted Liens*"). The Company shall use its best efforts to, at no out-of-pocket cost or

the Effective Time, this Agreement may be amended or supplemented in writing by Parent and Company with respect to any of the terms contained in this Agreement, except as otherwise provided by law; *provided, however*, that following approval and adoption of this Agreement by Company's stockholders there will be no amendment or change to the provisions hereof without the further approval of Company's stockholders unless permitted by the DGCL; *provided further*, that from and after the Closing, this Agreement may not be amended without the prior written consent of a majority of persons who were members of Company's board of directors immediately prior to the Closing.

11.11 Extensions, Waivers, Etc. At any time prior to the Effective Time, either Company or Parent may:

- (a) extend the time for the performance of any of the obligations or acts of the other Party;
- (b) waive any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered pursuant hereto; or
- (c) subject to the proviso of Section 11.10 waive compliance with any of the agreements or conditions of the other Party contained herein.

Notwithstanding the foregoing, no failure or delay by Parent or Company in exercising any right hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right hereunder. Any agreement on the part of Parent or Company to any such extension or waiver will be valid only if set forth in an instrument in writing signed on behalf of such Party.

11.12 Schedules. No matter disclosed on any schedule hereto will be (i) an admission of the materiality of such matter or (ii) relevant in interpreting the meaning of "materiality" or similar concepts as used in this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first above written.

COMPRESSCO, INC.

By: _____

Name: *Burt H Keenan*

Title: *Chairman*

By: _____

Name:

Title:

TETRA TECHNOLOGIES, INC.

By: _____

Name:

Title:

TETRA ACQUISITION SUB, INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first above written.

COMPRESSCO, INC.

By: _____
Name:
Title:

By: *Brooks Nims Talton, III*
Name: Brooks Nims Talton, III
Title: President, CEO, & Director

TETRA TECHNOLOGIES, INC.

By: _____
Name:
Title:

TETRA ACQUISITION SUB, INC.

By: _____
Name:
Title:

[Signature Page to Merger Agreement]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first above written.

COMPRESSCO, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

TETRA TECHNOLOGIES, INC.

By: Geoffrey M. Hertel
Name: GEOFFREY M. HERTEL
Title: CEO & PRESIDENT

TETRA ACQUISITION SUB, INC.

By: Geoffrey M. Hertel
Name: GEOFFREY M. HERTEL
Title: PRESIDENT

[Signature Page to Merger Agreement]

Tab 23

BCW

Compressco Field Services, Inc.
Intellectual Properties

Patents

US Patent # 4,961,691:

“Integral Gas Compressor and Internal Combustion Engine”

Patent Type:
Major Claim:

Apparatus
An integral gas compressor and internal combustion engine apparatus comprising:

Date Issued: Oct. 9, 1990
Priority Date Oct. 27, 1989
Expiration Date Oct. 27, 2009

US Patent # 5,189,905:

“Integral Gas Compressor and Internal Combustion Engine”

Patent Type:
Major Claim:

Method
A method of sensing oil viscosity in a pressure lubricated compressor crankcase, said method comprising the steps of:

Date Issued: March 2, 1993
Priority Date Oct. 27, 1989
Expiration Date March 2, 2010

US Patent # 5,203,680:

“Integral Gas Compressor and Internal Combustion”

Patent Type:
Major Claim:

Method
A method of constructing a gas compressor and transferring natural gas therewith, said method comprising steps of:

Date Issued: April 20, 1993
Priority Date Oct. 27, 1989
Expiration Date April 20, 2010

US Patent # 5,267,843: "Integral Gas Compressor and Internal Combustion"
Patent Type: *Apparatus*
Major Claim: *A compressor comprising:*

Date Issued: Dec. 7, 1993
Priority Date Oct. 27, 1989
Expiration Date Dec. 7, 2010

US Trademarks

Reg. # 1,688,270: GAS JACK (word only)

Date Reg. May 19, 1992
Date Renewed Oct. 17, 2001
Date Next Renewal May 19, 2012

Reg. # 2,536,613: COMPRESSCO (word only)

Date Reg. Feb. 5, 2002
Date Affidavit Feb. 5, 2008
Date Renewal Feb. 5, 2012

Reg. # 2,755,912: THE POWER OF BLUE (word only)

Date Reg. Aug. 26, 2003
Date Affidavit Aug. 26, 2009
Date Renewal Aug. 26, 2013

Reg. # 2,775,178: Kicking Donkey (design)

Date Reg. Oct. 21, 2003
Date Affidavit Oct. 21, 2009
Date Renewal Oct. 21, 2013

Serial # 76/288,237: E-PUMPER (word only)

Date Filed July 23, 2001
Status (Allowed) May 19, 2004
Reg. Certificate Due

Suren Mishra
6/11/04