

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

| SUBMISSION TYPE:  | NEW ASSIGNMENT                                     |                |                                  |                |                                  |   |                |                            |  |  |            |                                  |  |
|---|--|----------------|----------------------------------|----------------|----------------------------------|---|----------------|----------------------------|--|--|------------|----------------------------------|--|
| NATURE OF CONVEYANCE:   | SECURITY INTEREST                                  |                |                                  |                |                                  |   |                |                            |  |  |            |                                  |  |
| <b>CONVEYING PARTY DATA</b>   |  |                |                                  |                |                                  |   |                |                            |  |  |            |                                  |  |
| <table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Valerus Compression Services, LP</td> <td></td> <td>12/23/2009</td> <td>LIMITED PARTNERSHIP: TEXAS</td> </tr> <tr> <td>Valerus Compression Services Management, LLC</td> <td></td> <td>12/23/2009</td> <td>LIMITED LIABILITY COMPANY: TEXAS</td> </tr> </tbody> </table> | Name   | Formerly       | Execution Date                   | Entity Type    | Valerus Compression Services, LP |   | 12/23/2009     | LIMITED PARTNERSHIP: TEXAS | Valerus Compression Services Management, LLC |  | 12/23/2009 | LIMITED LIABILITY COMPANY: TEXAS |  |
| Name  | Formerly   | Execution Date | Entity Type                      |                |                                  |   |                |                            |  |  |            |                                  |  |
| Valerus Compression Services, LP  |  | 12/23/2009     | LIMITED PARTNERSHIP: TEXAS       |                |                                  |   |                |                            |  |  |            |                                  |  |
| Valerus Compression Services Management, LLC  |  | 12/23/2009     | LIMITED LIABILITY COMPANY: TEXAS |                |                                  |   |                |                            |  |  |            |                                  |  |
| <b>RECEIVING PARTY DATA</b>   |  |                |                                  |                |                                  |   |                |                            |  |  |            |                                  |  |
| Name:   | JPMorgan Chase Bank, N.A., as Administrative Agent |                |                                  |                |                                  |   |                |                            |  |  |            |                                  |  |
| Street Address:   | 1111 Fannin, 10th Floor                            |                |                                  |                |                                  |   |                |                            |  |  |            |                                  |  |
| City:   | Houston  |                |                                  |                |                                  |   |                |                            |  |  |            |                                  |  |
| State/Country:  | TEXAS  |                |                                  |                |                                  |   |                |                            |  |  |            |                                  |  |
| Postal Code:  | 77002  |                |                                  |                |                                  |   |                |                            |  |  |            |                                  |  |
| Entity Type:  | National Banking Association: UNITED STATES        |                |                                  |                |                                  |   |                |                            |  |  |            |                                  |  |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                |                                  |                |                                  |   |                |                            |  |  |            |                                  |  |
| <table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>77221251</td> <td>V</td> </tr> <tr> <td>Serial Number:</td> <td>77221245</td> <td>V VALERUS</td> </tr> </tbody> </table>  | Property Type                                      | Number         | Word Mark                        | Serial Number: | 77221251                         | V | Serial Number: | 77221245                   | V VALERUS                                    |  |            |                                  |  |
| Property Type   | Number   | Word Mark      |                                  |                |                                  |   |                |                            |  |  |            |                                  |  |
| Serial Number:  | 77221251   | V              |                                  |                |                                  |   |                |                            |  |  |            |                                  |  |
| Serial Number:  | 77221245   | V VALERUS      |                                  |                |                                  |   |                |                            |  |  |            |                                  |  |
| <b>CORRESPONDENCE DATA</b>  |  |                |                                  |                |                                  |   |                |                            |  |  |            |                                  |  |
| Fax Number:   | (212)455-2502                                      |                |                                  |                |                                  |   |                |                            |  |  |            |                                  |  |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>  |  |                |                                  |                |                                  |   |                |                            |  |  |            |                                  |  |
| Phone:  | (212) 455-7976                                     |                |                                  |                |                                  |   |                |                            |  |  |            |                                  |  |
| Email:  | ksolomon@stblaw.com                                |                |                                  |                |                                  |   |                |                            |  |  |            |                                  |  |
| Correspondent Name:   | Mindy M. Lok, Esq.                                 |                |                                  |                |                                  |   |                |                            |  |  |            |                                  |  |
| Address Line 1:   | Simpson Thacher & Bartlett LLP                     |                |                                  |                |                                  |   |                |                            |  |  |            |                                  |  |
| Address Line 2:   | 425 Lexington Avenue                               |                |                                  |                |                                  |   |                |                            |  |  |            |                                  |  |
| Address Line 4:   | New York, NEW YORK 10017                           |                |                                  |                |                                  |   |                |                            |  |  |            |                                  |  |
| ATTORNEY DOCKET NUMBER:   | 509335/1429  |                |                                  |                |                                  |   |                |                            |  |  |            |                                  |  |
| NAME OF SUBMITTER:  | Mindy M. Lok                                       |                |                                  |                |                                  |   |                |                            |  |  |            |                                  |  |

OP \$65.00 77221251

**900151018**

**TRADEMARK**  
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|  |            |
|--|------------|
| Signature:   | /m/        |
| Date:  | 12/30/2009 |
| Total Attachments: 6<br>source=ValerusComSI#page1.tif<br>source=ValerusComSI#page2.tif<br>source=ValerusComSI#page3.tif<br>source=ValerusComSI#page4.tif<br>source=ValerusComSI#page5.tif<br>source=ValerusComSI#page6.tif |            |

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of December 23, 2009 is made by Valerus Compression Services, LP, a Texas limited partnership, located at 919 Milam, Suite 1000, Houston, Texas 77002 and Valerus Compression Services Management, LLC, a Texas limited liability company, located at 919 Milam, Suite 1000, Houston, Texas 77002 (the “Grantors”), in favor of JPMorgan Chase Bank, N.A, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of December 23, 2009 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Valerus Compression Services, LP (the “Borrower”), each of the other grantors party thereto and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Pledge and Security Agreement, dated as of December 23, 2009, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantors agree, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantors hereby pledge and grant a continuing security interest in, and a right of setoff against, and agree to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantors’ right, title and interest in, to and under the Trademarks and Trademark Licenses (including, without limitation, those items listed on Schedule A hereto, but excluding any

“intent-to-use” Trademark applications, but only until a statement of use is filed in respect of such “intent-to-use” Trademark applications, at which point such applications shall constitute Collateral hereunder) (collectively, the “Collateral”), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. 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 govern.

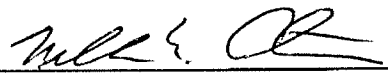
SECTION 5. Termination. This Agreement and the security interest granted hereunder shall terminate in accordance and consistent with the termination and release provisions of the Security Agreement.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*(Remainder of the page intentionally left blank)*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

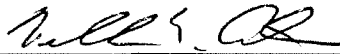
VALERUS COMPRESSION SERVICES,  
LP

By:   
Name: WILLIAM M. AUSTIN  
Title: SUP, CFO  
Date: SUP, CFO

[Signature Page to Grant of Security Interest]

TRADEMARK  
REEL: 004122 FRAME: 0761


VALERUS COMPRESSION SERVICES  
MANAGEMENT, LLC

By:   
Name: WILLIAM M. AUSTIN  
Title: CFO  
Date:

[Signature Page to Grant of Security Interest]

TRADEMARK  
REEL: 004122 FRAME: 0762

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Secured  
Parties

By: 

Name: \_\_\_\_\_  
Title: ROBERT W. TRABAND  
EXECUTIVE DIRECTOR  
Date: \_\_\_\_\_

[Signature Page to Grant of Security Interest]

**TRADEMARK**  
**REEL: 004122 FRAME: 0763**

Schedule A

U.S. Trademark Registrations and Applications

| <b>Trademark</b>     | <b>Application / Registration No.</b> |
|----------------------|---------------------------------------|
| V AND DESIGN         | 77/221,251                            |
| V VALERUS AND DESIGN | 77/221,245                            |

U.S. Trademark Licenses

None.