

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
Valerus Compression Services, LP		03/25/2011	LIMITED PARTNERSHIP: TEXAS
Valerus Compression Services Management, LLC		03/25/2011	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A. (as Notes Collateral Agent)		
Street Address:	625 Marquette Avenue		
Internal Address:	MAC N9311-110		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55479		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77221251	V	
Serial Number:	77221245	V VALERUS	
CORRESPONDENCE DATA			
Fax Number:	(212)859-4000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-859-8000		
Email:	Alexander.Kim@ffhsj.com,teas@ffhsj.com		
Correspondent Name:	Alexander M. Kim		
Address Line 1:	One New York Plaza		
Address Line 2:	Fried Frank LLP		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	32443-69 A. KIM		

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**TRADEMARK
 REEL: 004505 FRAME: 0492**

NAME OF SUBMITTER:	Alexander M. Kim
Signature:	/AMK/
Date:	03/25/2011
Total Attachments: 6 source=Executed IP Short Form#page1.tif source=Executed IP Short Form#page2.tif source=Executed IP Short Form#page3.tif source=Executed IP Short Form#page4.tif source=Executed IP Short Form#page5.tif source=Executed IP Short Form#page6.tif	

EXECUTION VERSION

**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of March 25, 2011 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 Wells Fargo Bank, National Association as Notes Collateral Agent (the “Agent”) for the Notes Secured Parties under and as defined in the Security Agreement referred to below.

WITNESSETH:

WHEREAS, the Grantors have executed and delivered a Pledge and Security Agreement, dated as of March 25, 2011, in favor of the Agent for the benefit of the Notes Secured Parties (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 Notes 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, the Grantors agree, for the benefit of the Agent and the Notes 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 Security Agreement and the Indenture referred to therein.

SECTION 2. Grant of Security Interest. The Grantors hereby pledge and grant a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon the demand of the Agent, 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 application, 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 Notes Secured Parties to secure payment, performance and observance of the Notes Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Issuer 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 Agent for the benefit of the Notes Secured Parties 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 Notes Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Issuer does hereby further acknowledge and affirm that the rights and remedies of the Notes Secured Parties with respect to the security interest in the Collateral granted

hereby are more fully set forth in the Security Agreement and the Indenture referred to therein, 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. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to conflicts of laws principles thereof that would require application of laws of another state.

SECTION 7. 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. The exchange of copies of this Agreement and of signature pages by facsimile or electronic (including email via PDF or similar format) transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or electronic (including email via PDF or similar format) transmission shall be deemed to be their original signatures for all purposes.

(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: R. Todd Rimmer

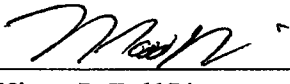
Title: Senior Vice President, Chief Financial Officer

Signature Page to IP-Short Form

TRADEMARK
REEL: 004505 FRAME: 0496

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 MANAGEMENT, LLC


By: 
Name: R. Todd Rimmer
Title: Chief Financial Officer

Signature Page to IP-Short Form

TRADEMARK
REEL: 004505 FRAME: 0497

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.

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Notes Collateral Agent for the Notes Secured Parties

By: 
Name: Lynn M. Steiner
Title: Vice President

Schedule A

U.S. Trademark Registrations and Applications

Trademark	Application / Registration No.
V & design only	77/221,251
V design & Valerus	77/221,245

U.S. Trademark Licenses

None.