

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/15/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Compressor Field Services, Inc.		06/20/2011	CORPORATION: OKLAHOMA

RECEIVING PARTY DATA

Name:	TETRA Technologies, Inc.
Street Address:	24955 Interstate 45 North
City:	The Woodlands
State/Country:	TEXAS
Postal Code:	77386
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1688270	GAS JACK
Registration Number:	2867202	E-PUMPER
Registration Number:	2536613	COMPRESSCO
Registration Number:	2775178	
Registration Number:	2755912	THE POWER OF BLUE

CORRESPONDENCE DATA

Fax Number: (713)615-5803
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 713-758-1105
 Email: sbrown@velaw.com
 Correspondent Name: W. Scott Brown
 Address Line 1: 1001 Fannin Street
 Address Line 2: 2500 First City Tower
 Address Line 4: Houston, TEXAS 77002-6760

CH \$140.00 1688270

ATTORNEY DOCKET NUMBER:	TET500/16001
NAME OF SUBMITTER:	W. Scott Brown
Signature:	/wsb/
Date:	06/29/2011
Total Attachments: 3 source=Assignment Nunc Pro Tunc#page1.tif source=Assignment Nunc Pro Tunc#page2.tif source=Assignment Nunc Pro Tunc#page3.tif	

ASSIGNMENT NUNC PRO TUNC

WHEREAS, COMPRESSOR FIELD SERVICES, INC., a corporation of the State of Oklahoma and wholly owned subsidiary of Compressco (as such capitalized term is defined below), with a business address of 101 Park Avenue, Suite 1200, Oklahoma City, OK 73102 ("CFSI"), adopted and used the following trademarks and prior to July 15, 2004, was the owner of the following United States trademark registration (such registrations hereafter referred to as the "Registrations"):

TRADEMARK	APPLICATION SERIAL NO.	U.S. REGISTRATION NO.	REGISTRATION DATE
GAS JACK	74069964	1688270	6/18/1990
E-PUMPER	76288237	2867202	7/23/2001
COMPRESSCO	76288238	2536613	7/23/2001
KICKING DONKEY (DESIGN)	76467204	2775178	11/14/2002
THE POWER OF BLUE	76467207	2755912	11/14/2002

WHEREAS, on July 15, 2004, TETRA Technologies, Inc., a Delaware corporation ("TETRA"), with the business address of 24955 Interstate 45 North, The Woodlands, TX 77386 entered into the Agreement and Plan of Merger dated June 22, 2004 (the "Merger Agreement") with Compressco, Inc., a Delaware corporation ("Compressco"), with the business address of

101 Park Avenue, Suite 1200, Oklahoma City, OK 73102, which wholly owned CFSI, and TETRA Acquisition Sub, Inc.;

WHEREAS, on January 29, 2008 TETRA recorded the Merger Agreement against the foregoing Registrations at Reel and Frame 3705/0948 in the United States Trademark Office, even though the Merger Agreement did not technically assign the Registrations;

WHEREAS, CFSI and TETRA understood and intended that the Registrations were to be and were in fact assigned to TETRA as of the July 15, 2004 date of merger, and the parties have acted in accordance with that belief since that date; and

WHEREAS, CFSI and TETRA wish to clarify and confirm that the Registrations were assigned to TETRA on July 15, 2004.

NOW, THEREFORE, effective nunc pro tunc on July 15, 2004, for good and valuable consideration, the receipt of which is hereby acknowledged, CFSI ("Assignor") and TETRA ("Assignee") agree as follows:

1. Assignor does hereby sell, assign and transfer to Assignee, and its successors and assigns, the entire right, title and interest in the Registrations, together with the goodwill symbolized by said Registrations, as well as any rights Assignor may have acquired by virtue of its use of the Registrations, including any and all legal and equitable causes of action for any past, present or future infringement or unauthorized use of said Registrations and the right to recover for all damages for such infringements, such Registrations to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made;

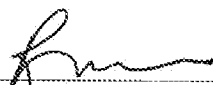
2. Assignor covenants that it will cooperate with the Assignee and perform all such other acts and things as Assignee may reasonably require to more effectively accomplish this assignment, transfer, and recordation;

3. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding on Assignor and its successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Nunc Pro Tunc to be executed by their duly authorized officers.

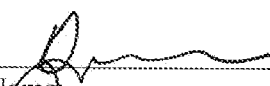
ASSIGNOR:

COMPRESSCO FIELD SERVICES, INC.

By: 
Name: _____
Title: _____

ASSIGNEE:

TETRA TECHNOLOGIES, INC.

By: 
Name: _____
Title: _____

Dated: June 20, 2011

US 943984v.1