

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Compressco Partners GP Inc.		06/20/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Compressco Partners, L.P.
<b>Composed Of:</b>	COMPOSED OF Compressco Partners GP Inc., a Delaware corporation, its general partner
<b>Street Address:</b>	101 Park Avenue
<b>Internal Address:</b>	Suite 1200
<b>City:</b>	Oklahoma City
<b>State/Country:</b>	OKLAHOMA
<b>Postal Code:</b>	73102
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	1688270	GAS JACK
Registration Number:	2867202	E-PUMPER
Registration Number:	2536613	COMPRESSCO
Registration Number:	2775178	
Registration Number:	3594003	GASJACK
Registration Number:	3649741	EPUMPER
Registration Number:	3642247	
Serial Number:	85337905	V JACK

**CORRESPONDENCE DATA**

Fax Number: (713)615-5803  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 713-758-1105

**900195775**

**TRADEMARK  
 REEL: 004571 FRAME: 0908**

**CH \$215.00 1688270**

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

ATTORNEY DOCKET NUMBER:	TET500/16001
NAME OF SUBMITTER:	W. Scott Brown
Signature:	/wsb/
Date:	06/29/2011

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of June 20, 2011, by and between **Compressco Partners GP Inc.**, a Delaware corporation, with the business address of 101 Park Avenue, Suite 1200, Oklahoma City, OK 73102 ("Assignor"), and **Compressco Partners, L.P.**, a Delaware limited partnership and wholly owned subsidiary of Assignor, with a business address of 101 Park Avenue, Suite 1200, Oklahoma City, OK 73102 ("Assignee").

WHEREAS, Assignor is the owner of certain U.S. trademark registrations and a U.S. trademark application ("**Application**") listed in Exhibit A ("**Trademarks**") attached hereto;

WHEREAS, Assignee is desirous of obtaining the Trademarks; and

WHEREAS, Assignor and Assignee are parties to Contribution, Conveyance and Assumption Agreement dated June 20, 2010 whereby Assignor agreed to assign the Trademarks to Assignee.

NOW, THEREFORE, in consideration of the Contribution, Conveyance and Assumption Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and 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 Trademarks, together with the goodwill symbolized by said Trademarks, as well as any rights Assignor may have acquired by virtue of its use of the Trademarks, including any and all legal and equitable causes of action for any past, present or future infringement or unauthorized use of said Trademarks and the right to recover for all damages for such infringements, such Trademarks 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 and to enable the Assignee to obtain the full right, title, and interest to the Application, and the resulting trademark registration, herein conveyed in any and all countries;

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 to be executed by their duly authorized officers.

**ASSIGNOR:**  
**COMPRESSCO PARTNERS GP INC.**

By:   
Name:  
Title:

**ASSIGNEE:**  
**COMPRESSCO PARTNERS, L.P.**

By: Compressco Partners GP Inc.,  
its general partner

By:   
Name:  
Title:

**Exhibit A**

**REGISTERED U.S. TRADEMARKS AND TRADEMARK APPLICATION**

TRADEMARK	APPLICATION SERIAL NO.	U.S. REGISTRATION NO.	DATE OF REGISTRATION (OR FILING DATE OF APPLICATION)
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
	77402382	3594003	3/24/2009
GASJACK			
EPUMPER	77492749	3649741	7/7/2009
COMPRESSCO (logo)	77492709	3642247	6/23/2009
V-JACK AND LOGO	85337905	N/A	6/3/2011 (FILING DATE)

US 943978v.1