

TRADEMARK ASSIGNMENT

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Compressco Partners, L.P.		06/20/2011	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Compressco Partners Sub, Inc.
Street Address:	101 Park Avenue
Internal Address:	Suite 1200
City:	Oklahoma City
State/Country:	OKLAHOMA
Postal Code:	73102
Entity Type:	CORPORATION: DELAWARE

Name:	Compressco Partners Operating, LLC
Street Address:	101 Park Avenue
Internal Address:	Suite 1200
City:	Oklahoma City
State/Country:	OKLAHOMA
Postal Code:	73102
Entity Type:	LIMITED LIABILITY COMPANY: 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

CH \$215.00 1688270

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
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. Scot 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, L.P.**, a Delaware limited partnership, with the business address of 101 Park Avenue, Suite 1200, Oklahoma City, OK 73102 ("Assignor") and **Compressco Partners Sub, Inc.**, a Delaware corporation and wholly owned subsidiary of Assignor, with the business address of 101 Park Avenue, Suite 1200, Oklahoma City, OK 73102 ("**MLP Sub**") and **Compressco Partners Operating, LLC**, a Delaware limited liability company and wholly owned subsidiary of Assignor, with the business address of 101 Park Avenue, Suite 1200, Oklahoma City, OK 73102 (the "**OPCO**") (MLP Sub and OPCO are jointly referred to as "Assignees").

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, MLP Sub and OPCO are each desirous of obtaining a joint and undivided interest in and to the Trademarks; and

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

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 Assignees agree as follows:

1. Assignor does hereby sell, assign and transfer to MLP Sub and OPCO, their successors, assigns, and other legal representatives, for the territory of the United States of America, a joint and undivided interest in and to 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 MLP Sub and OPCO, their 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;

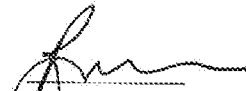
2. Assignor covenants that it will cooperate with MLP Sub and OPCO and perform all such other acts and things as MLP Sub and OPCO may reasonably require to more effectively accomplish this assignment, transfer, and recordation and to enable the Assignees to obtain the full right, title, and interest to the Application, and the resulting trademark registration, herein conveyed in any and all countries;

3. This Assignment shall inure to the benefit of MLP Sub and OPCO and their successors and assigns and shall be binding on Assignor and its successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignees have caused this Assignment to be executed by their duly authorized officers.

**ASSIGNOR
COMPRESSCO PARTNERS, L.P.**

By: Compressco Partners GP Inc.,
its general partner

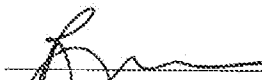
By: 
Name: _____
Title: _____

**ASSIGNEES OF JOINT AND UNDIVIDED
INTEREST:**

COMPRESSCO PARTNERS OPERATING, LLC

By: Compressco Partners, L.P.,
its sole member

By: Compressco Partners GP Inc.,
its general Partner

By: 
Name: _____
Title: _____

COMPRESSCO PARTNERS SUB, INC.

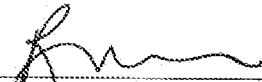
By: 
Name: _____
Title: _____

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
GASJACK	77402382	3594003	3/24/2009
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)

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