

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
COMPRESSCO PARTNERS OPERATING, LLC		06/24/2011	LIMITED LIABILITY COMPANY: DELAWARE
COMPRESSCO PARTNERS SUB, INC.		06/24/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	2200 Ross Avenue, 8th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Association bank: UNITED STATES

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: (214)855-8200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-855-8000

900196685

**TRADEMARK
 REEL: 004579 FRAME: 0810**

OP \$215.00 1688270

Email: cholland@fulbright.com
Correspondent Name: Erin Frazier
Address Line 1: 2200 Ross Avenue, Suite 2800
Address Line 2: Fulbright & Jaworski L.L.P.
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	11105109 - 1688270
NAME OF SUBMITTER:	Erin Frazier
Signature:	/Erin Frazier/
Date:	07/11/2011

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 24th day of June, 2011, by and among **COMPRESSCO PARTNERS OPERATING, LLC**, a Delaware limited liability company ("Compressco Operating"), **COMPRESSCO PARTNERS SUB, INC.**, a Delaware corporation ("Compressco Sub" and together with Compressco Operating, each a "Grantor" and collectively the "Grantors"), and **JPMORGAN CHASE BANK, N.A.**, as the Lender (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Compressco Partners, L.P. and the Grantors, as borrowers ("Borrowers"), the other Loan Parties party thereto and JPMorgan Chase Bank, N.A., as lender (the "Lender"), the Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Lender this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. The rules of construction specified in Sections 1.02 and 1.03 of the Credit Agreement also apply to this Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the Obligations, a continuing security interest (referred to in this Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, logos, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all applications filed in the United States in connection therewith, in the United States Patent and Trademark Office, and all renewals thereof, including those listed on Schedule I (the "Trademarks");

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each License of Trademarks; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any License, including right to receive any damages, (ii) injury to the goodwill associated with any

Trademark, or (iii) right to receive license fees, royalties, and other compensation under any License of Trademarks.

3. SECURITY FOR OBLIGATIONS. This Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantors to Lender whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Lender, pursuant to that certain Pledge and Security Agreement, dated as of June 24, 2011, by and among the Grantors, the other Loan Parties party thereto and the Lender (the "Security Agreement"). Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. No failure of either party to modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when Lender has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such agreement.

7. **CHOICE OF LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, UNLESS OTHERWISE SPECIFIED, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).**

8. INCORPORATION OF CREDIT AGREEMENT PROVISIONS. Sections 8.09 and 8.10 of the Credit Agreement are hereby incorporated into this Agreement by reference and shall have the same force and effect as if expressly set forth herein.

[SIGNATURE PAGES FOLLOW]

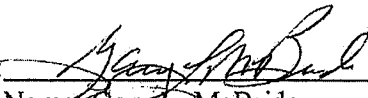
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

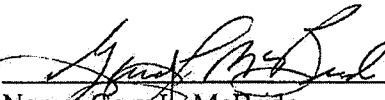
**COMPRESSCO PARTNERS
OPERATING, LLC**, a Delaware limited
liability company

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

By: Compressco Partners GP Inc.,
its general partner

By: 
Name: Gary L. McBride
Title: Chief Financial Officer,
Treasurer and Secretary

**COMPRESSCO PARTNERS SUB,
INC.**, a Delaware corporation

By: 
Name: Gary L. McBride
Title: Chief Financial Officer,
Treasurer and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

LENDER:

**ACCEPTED AND ACKNOWLEDGED
BY:**

**JPMORGAN CHASE BANK, N.A.,
as Lender**

By: 

Name: J. Devin Mock

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 004579 FRAME: 0815**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

TRADEMARK	APPLICATION SERIAL NO.	U.S. REGISTRATION NO.	DATE OF REGISTRATION OR APPLICATION	OWNER
GAS JACK	74069964	1688270	6/18/1990	Compressco Partners Operating, LLC and Compressco Partners Sub, Inc. (jointly owned)
E-PUMPER	76288237	2867202	7/23/2001	Compressco Partners Operating, LLC and Compressco Partners Sub, Inc. (jointly owned)
COMPRESSCO	76288238	2536613	7/23/2001	Compressco Partners Operating, LLC and Compressco Partners Sub, Inc. (jointly owned)
KICKING DONKEY (DESIGN)	76467204	2775178	11/14/2002	Compressco Partners Operating, LLC and Compressco Partners Sub, Inc. (jointly owned)
GASJACK	77402382	3594003	3/24/2009	Compressco Partners Operating, LLC and Compressco Partners Sub, Inc. (jointly owned)
EPUMPER	77492749	3649741	7/7/2009	Compressco Partners Operating, LLC and Compressco Partners Sub, Inc. (jointly owned)
COMPRESSCO (logo)	77492709	3642247	6/23/2009	Compressco Partners Operating, LLC and Compressco Partners Sub, Inc. (jointly owned)
V JACK AND LOGO	85337905	N/A	6/3/2011 (filing date)	Compressco Partners Operating, LLC and Compressco Partners Sub, Inc. (jointly owned)