

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		05/11/2012	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	1111 Fannin Street, Floor 10
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	85543716	VALERUS
Serial Number:	85544173	V VALERUS

CORRESPONDENCE DATA	
Fax Number:	2124552502
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(212) 455-2222
Email:	ksolomon@stblaw.com
Correspondent Name:	Marcela Robledo, Esq.
Address Line 1:	Simpson Thacher & Bartlett LLP
Address Line 2:	425 Lexington Avenue
Address Line 4:	New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509335/1429
NAME OF SUBMITTER:	Marcela Robledo

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Signature:	/mr/
Date:	05/25/2012
Total Attachments: 4 source=ValerusT#page1.tif source=ValerusT#page2.tif source=ValerusT#page3.tif source=ValerusT#page4.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of May 11, 2012 is made by Valerus Compression Services, LP, a Texas limited partnership, located at 919 Milam, Suite 1000, Houston, TX 77002 (the "Grantor"), in favor of JPMorgan Chase Bank, N.A, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of December 23, 2009 (as amended and restated on March 25, 2011, and as it may be further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Valerus Compression Services, LP (the "Borrower"), each of the other grantors party thereto and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Pledge and Security Agreement, dated as of December 23, 2009 (as supplemented by Supplement No., 1, dated December 8, 2010, amended by the Credit Agreement dated March 25, 2011, further supplemented by Supplement No. 2 dated February 24, 2012, and as it may be further amended, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the 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 Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (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 Secured Parties to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower 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 Lenders 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 Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, 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.

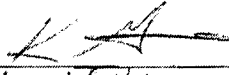
SECTION 5. Termination. This Agreement and the security interest granted hereunder shall terminate in accordance and consistent with the termination and release provisions of the Security Agreement.

SECTION 6. 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.


(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: Kerry Galvin
Title: General Counsel
Date: May 11, 2012

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Secured Parties

By: 
Name: Marshall Treckmann
Title: Vice President
Date: 5/17/12

Schedule A

U.S. Trademark Registrations and Applications

Trademark	Class	U.S. Serial No.	Filing Date	Country
VALERUS	7, 11, 35, 37, 40, 42	85-543,716	February 15, 2012	United States
	7, 11, 35, 37, 40, 42	85-544,173	February 16, 2012	United States

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