

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		10/15/2013	LIMITED LIABILITY COMPANY: DELAWARE
Compressco Partners Sub, Inc.		10/15/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn, 7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: 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: 2148558200
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 2148558000

900269787

**TRADEMARK
 REEL: 005136 FRAME: 0721**

OP \$215.00 1688270

Email: chris.andersen@nortonrosefulbright.com
Correspondent Name: Erin B. Roth
Address Line 1: 2200 Ross Avenue, Suite 2800
Address Line 2: Fulbright & Jaworski LLP
Address Line 4: Dallas, TEXAS 75201-2784

ATTORNEY DOCKET NUMBER:	111050109
NAME OF SUBMITTER:	Chris Andersen
Signature:	/Chris Andersen/
Date:	10/23/2013

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 15th day of October, 2013 by and among COMPRESSCO PARTNERS, L.P., a Delaware limited partnership ("Compressco Partners"), COMPRESSCO PARTNERS OPERATING, LLC, a Delaware limited liability company ("Compressco Operating"), COMPRESSCO PARTNERS SUB, INC., a Delaware corporation ("Compressco Sub"), COMPRESSCO HOLDINGS, LLC, a Delaware limited liability company ("Compressco Holdings"), COMPRESSCO LEASING, LLC, a Delaware limited liability company ("Compressco Leasing"), COMPRESSCO FIELD SERVICES INTERNATIONAL, LLC, a Delaware limited liability company ("Compressco Field Services"), and COMPRESSCO INTERNATIONAL, LLC, a Delaware limited liability company ("Compressco International" and together with Compressco Partners, Compressco Operating, Compressco Sub, Compressco Holdings, Compressco Leasing and Compressco Field Services, each a "Grantor", and collectively, the "Grantors"), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

W I T N E S S E T H:

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 the Grantors, the Administrative Agent and the lenders from time to time party thereto (the "Lenders"), the Lenders have agreed to make certain financial accommodations available to the Grantors 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 the Administrative Agent 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 1.03 and 1.04 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 the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, to secure the Secured 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 Secured 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 Secured Obligations and would be owed by the Grantors to the Lenders 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 the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, pursuant to that certain Pledge and Security Agreement, dated as of October 15, 2013, by and among the Grantors and the Administrative Agent (the “Security Agreement”). Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the Lenders 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 the Administrative Agent’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 the Administrative Agent 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 9.09 and 9.10 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, L.P.

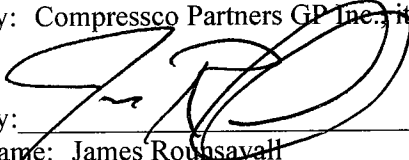
By: Compressco Partners GP Inc., its general partner

By: 
Name: James Rounsavall
Title: Chief Financial Officer

COMPRESSCO PARTNERS OPERATING, LLC

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

By: Compressco Partners GP Inc., its general partner

By: 
Name: James Rounsavall
Title: Chief Financial Officer

COMPRESSCO PARTNERS SUB, INC.

By: 
Name: James Rounsavall
Title: Chief Financial Officer

COMPRESSCO HOLDINGS, LLC

By: Compressco Partners Operating, LLC, its sole member

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

By: Compressco Partners GP Inc., its general partner

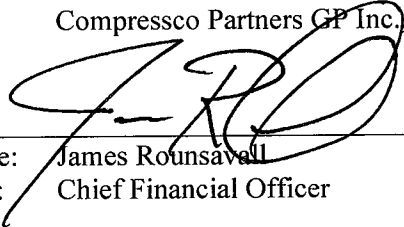
By: 
Name: James Rounsavall
Title: Chief Financial Officer

COMPRESSCO LEASING, LLC

By: Compressco Partners Operating, LLC, its sole member

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

By: Compressco Partners GP Inc., its general partner

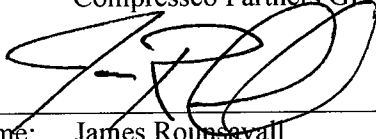
By: 
Name: James Rounsavall
Title: Chief Financial Officer

COMPRESSCO FIELD SERVICES INTERNATIONAL, LLC

By: Compressco Partners Operating, LLC, its sole member

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

By: Compressco Partners GP Inc., its general partner

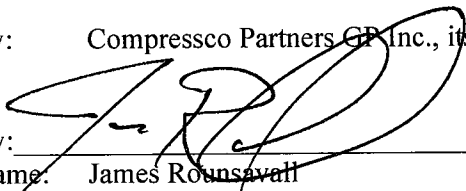
By: 
Name: James Rounsavall
Title: Chief Financial Officer

COMPRESSCO INTERNATIONAL, LLC

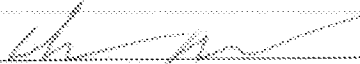
By: Compressco Partners Operating, LLC, its sole member

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

By: Compressco Partners GP Inc., its general partner

By: 
Name: James Rounsavall
Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A.,
as the Administrative Agent

By: 
Name: Andrew Ray
Title: Authorized Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

TRADEMARK	APPLICATION SERIAL NO.	US 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)