

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304760

| | | | |
|---|--------------------------------------|-----------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Valerus Compression Services, LP | | 05/08/2014 | LIMITED PARTNERSHIP: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A. | | |
| Street Address: | 500 Stanton Christiana Road | | |
| City: | Neward | | |
| State/Country: | DELAWARE | | |
| Postal Code: | 19713 | | |
| Entity Type: | Natiobnal Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86175877 | AXIP | |
| Serial Number: | 86175894 | AXIP | |
| Serial Number: | 86175903 | AXIP | |
| Serial Number: | 86175908 | AXIP | |
| Serial Number: | 86175863 | AXIP | |
| Serial Number: | 86193527 | AXIP COMMAND | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4045725100 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Email: | mrussell@kslaw.com | | |
| Correspondent Name: | King & Spalding | | |
| Address Line 1: | 1180 Peachtree Street | | |
| Address Line 4: | Atlanta, GEORGIA 30309 | | |
| ATTORNEY DOCKET NUMBER: | 21613.100001 | | |
| NAME OF SUBMITTER: | Mark Russell | | |
| SIGNATURE: | /Mark Russell/ | | |
| DATE SIGNED: | 05/16/2014 | | |
| Total Attachments: 4 | | | |

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of May 8, 2014 is made by Valerus Compression Services, LP (now doing business as Axip Energy Services, LP), a Texas limited partnership, located at 919 Milam, Suite 850, 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 Amended and Restated Credit Agreement, dated as of January 3, 2014 (as 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.

WITNESSETH:

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, amended and restated as of January 3, 2014, 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 set forth on Schedule A (such Trademarks and Trademark applications, 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, 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.

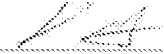
SECTION 6. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, but giving effect to federal laws applicable to national banks.

SECTION 7. 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. The exchange of copies of this Agreement and of signature pages by facsimile or electronic (including email via PDF or similar format) transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or electronic (including email via PDF or similar format) transmission shall be deemed to be their original signatures for all purposes.

(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: Terry Galvin
Title: Senior Vice President, General Counsel
Date: 5-8-2014

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

By: 
Name:
Title: **ROBERT TRABAND**
Date: **MANAGING DIRECTOR**

Schedule A

U.S. Trademark Registrations and Applications
and U.S. Trademark Licenses

| Trademark | Class(es) | Application No. | Application Date | Country |
|--------------|-----------|-----------------|-------------------|---------|
| AXIP | 35 | 86-175,877 | January 27, 2014 | U.S.A. |
| AXIP | 37 | 86-175,894 | January 27, 2014 | U.S.A. |
| AXIP | 39 | 86-175,903 | January 27, 2014 | U.S.A. |
| AXIP | 40 | 86-175,908 | January 27, 2014 | U.S.A. |
| AXIP | 42 | 86-175,863 | January 27, 2014 | U.S.A. |
| AXIP COMMAND | 42 | 86/193,527 | February 13, 2014 | U.S.A. |