

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304764

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:	Wells Fargo Bank, National Association		
Street Address:	625 Marquette Avenue		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55479		
Entity Type:	National 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 Axiom Energy Services, LP), a Texas limited partnership, located at 919 Milam, Suite 850, Houston, TX 77002 (the "Grantor"), in favor of Wells Fargo Bank, National Association as Notes Collateral Agent (the "Agent") for the Notes Secured Parties under and as defined in the Indenture referred to below), parties to the Senior Secured Notes Indenture, dated as of January 3, 2014 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), among Valerus Compression Services, LP (the "Issuer"), each of the other guarantors party thereto and the Agent.

WITNESSETH:

WHEREAS, in connection with the Indenture the Issuer and the other grantors have executed and delivered a Pledge and Security Agreement, dated as of January 3, 2014 in favor of the Agent for the benefit of the Notes Secured Parties (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Notes 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, the Grantor agrees, for the benefit of the Agent and the Notes 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 Security Agreement and the Indenture.

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 Notes Secured Parties to secure payment, performance and observance of the Notes Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Issuer 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 Agent for the benefit of the Notes Secured Parties 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 Notes Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Issuer does hereby further acknowledge and affirm that the rights and remedies of the Notes Secured Parties with respect to the security interest in the Collateral

granted hereby are more fully set forth in the Security Agreement and the Indenture, 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.

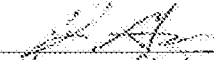
SECTION 6. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, but giving effect to federal laws applicable to national banks.

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: Kerry Edwin
Title: Senior Vice President, General Counsel
Date: 5-8-2014

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Notes Collateral Agent for the Notes Secured Parties

By: 
Name: JOHN C. STOHLMANN
Title: VICE PRESIDENT
Date: MAY 13 2014

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.