

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315390

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights (Releases RF 4579/0810)
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		08/04/2014	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	COMPRESSCO PARTNERS OPERATING, LLC
Street Address:	101 PARK AVENUE, SUITE 1200
City:	OKLAHOMA CITY
State/Country:	OKLAHOMA
Postal Code:	73102
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	COMPRESSCO PARTNERS SUB, INC.
Street Address:	101 PARK AVENUE, SUITE 12
City:	OKLAHOMA CITY
State/Country:	OKLAHOMA
Postal Code:	73102
Entity Type:	CORPORATION: DELAWARE

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: 7147558290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 714-540-1135
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	049268-0058
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	08/27/2014

Total Attachments: 5

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**TERMINATION AND RELEASE OF SECURITY INTEREST
TRADEMARK RIGHTS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release") is executed and delivered as of August 4, 2014, by JPMORGAN CHASE BANK, N.A., in its capacity as lender (the "Lender"), in favor of COMPRESSCO PARTNERS OPERATING, LLC, a Delaware limited liability company ("Compressco Operating"), and COMPRESSCO PARTNERS SUB, INC., a Delaware corporation ("Compressco Sub" and together with Compressco Operating, each a "Grantor", and collectively, the "Grantors"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement, and if not defined therein, the Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 24, 2011 (as may have been amended, restated, amended and restated, supplemented, or otherwise modified time to time prior to the date hereof), by and among each of the Grantors, the other Loan Parties thereto and the Lender (the "Credit Agreement"), the Grantors executed and delivered that certain Trademark Security Agreement dated June 24, 2011 (the "Trademark Security Agreement") in favor of the Lender;

WHEREAS, pursuant to the Credit Agreement and the Trademark Security Agreement, each Grantor unconditionally granted, assigned, and pledged to the Lender, to secure the Obligations, a continuing security interest in all of such Grantor's right, title and interest in and to the Trademark Collateral (as hereinafter defined) (the "Security Interest");

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office ("USPTO") on July 11, 2011 at Reel 4579 and Frame 0810; and

WHEREAS, in consideration of the satisfaction of the Obligations, the Lender now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness, and liabilities secured by the Trademark Collateral pursuant to the Credit Agreement and the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Lender hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest in and to the following, whether then owned or thereafter 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, then existing or thereafter 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 A (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 Uniform Commercial Code) 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.

2. Release of Security Interest. In consideration of the satisfaction of the Obligations, the Lender hereby terminates, releases, and discharges its Security Interest in the Trademark Collateral, and re-assigns to the Grantors any right, title or interest of the Lender in such Trademark Collateral. Any right, title or interest of the Lender in such Trademark Collateral shall hereby cease and become void.

3. Recordation. Grantors, or their designees, may record this Termination and Release in the USPTO and in any other offices as may be necessary to carry out the intention of this Termination and Release and, to the extent applicable, the Lender authorizes and requests that the USPTO record this Termination and Release.

4. Further Assurances. The Lender hereby agrees to execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby, in each case at Grantors’ expense and in form and substance reasonably satisfactory to the Lender.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

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

By: 
Name: Tom Floyd
Title: Authorized Officer

Signature Page to Termination and Release of Security Interest in Trademarks

HOU:3462435.2
HN:1154219.1

TRADEMARK
REEL: 005352 FRAME: 0818

SCHEDULE A

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	3594803	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)

Schedule A

HOU:3462435.2
HN1154219.1

RECORDED: 08/27/2014

**TRADEMARK
REEL: 005352 FRAME: 0820**