

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM315397

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest Trademark Rights (Releases RF 5136/0721)
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		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 1200
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

TRADEMARK

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 714-540-1235
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 administrative agent (the "Administrative Agent") for certain banks and other financial institutions or entities (the "Lenders"), in favor of 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"). 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 October 15th 2013 (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 lenders party hereto (the "Lenders") and the Administrative Agent (the "Credit Agreement"), the Grantors executed and delivered that certain Trademark Security Agreement dated as of October 15, 2013 (the "Trademark Security Agreement"), in favor of the Administrative Agent;

WHEREAS, pursuant to the Credit Agreement and the Trademark Security Agreement, each Grantor unconditionally granted, assigned, and pledged 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 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 (the "USPTO") on October 23, 2013, at Reel 5136 and Frame 0721; and

WHEREAS, in consideration of the satisfaction of the Secured Obligations, the Administrative Agent 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 Administrative Agent 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 secured thereby, the Administrative Agent hereby terminates, releases, and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void.

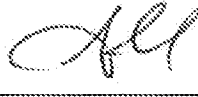
3. Recordation. Grantors, or their designees, may record this Termination and Release in the USPTO and in any other offices as may be necessary to carry out the intention of this Termination and Release and, to the extent applicable, the Administrative Agent authorizes and requests that the USPTO record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

4. Further Assurances. The Administrative Agent 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 Administrative Agent.

[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 Administrative Agent

By: 

Name: Tom Floyd

Title: Authorized Officer

Signature Page to Termination and Release of Security Interest in Trademarks

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TRADEMARK
REEL: 005353 FRAME: 0013

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	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

Schedule A

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				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

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RECORDED: 08/27/2014

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