

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315544

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Compressor Systems, Inc.		08/04/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	1221 McKinney Street, Suite 2700		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77010		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2260941	CSI	
Registration Number:	2330931	C.S.I.	
Serial Number:	86156372	CSI	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>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.</i>			
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:	08/28/2014		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of August 4, 2014, by and among COMPRESSCO PARTNERS OPERATING, LLC, a Delaware limited liability company ("Compressco Operating"), COMPRESSCO PARTNERS SUB, INC., a Delaware corporation ("Compressco Sub"), COMPRESSOR SYSTEMS, INC., a Delaware corporation ("Compressor Systems"), and CSI COMPRESSION HOLDINGS, LLC, a Delaware limited liability company ("CSI" and together with Compressco Operating, Compressco Sub and Compressor Systems, each a "Grantor" and collectively, the "Grantors"), in favor of BANK OF AMERICA, N.A., as collateral agent (in such capacity and together with its successors and assigns, the "Collateral Agent"), for the benefit of the Secured Parties. Capitalized terms not defined herein have the meanings assigned to them in the Guaranty and Collateral Agreement (as defined below), and if not defined therein, then in the Credit Agreement (as defined below):

WITNESSETH:

WHEREAS, the Grantors are party to a certain Credit Agreement, dated as of the date hereof, by and among Compressco Partners, L.P., a Delaware limited partnership, and Compressco Sub (together, the "Borrowers"), each lender from time to time party thereto (the "Lenders"), the Collateral Agent, and the other Persons party thereto (as may be amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, in connection with the Credit Agreement, the Grantors entered into a certain Guarantee and Collateral Agreement, dated as of the date hereof, by and among the Borrowers and each of the other grantors and guarantors signatory thereto, in favor of the Collateral Agent (as may be amended, supplemented, restated or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), pursuant to which the Grantors are required to executed and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Collateral Agent as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby pledges, assigns and transfers to the Collateral Agent, and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest to and in all of the following property (without duplication) now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest and whether now existing or hereafter coming into existence (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

a. all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, general intangibles of like nature, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and

recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, including any thereof referred to in Schedule A hereto, and (b) all reissues, extensions and renewals thereof (collectively, the "Trademarks");

b. all licenses or agreements, whether now or hereafter in existence, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark; 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, dilution, or other violation of any Trademark or any Trademarks exclusively licensed under any License, including the 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. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secures the payment and performance of the 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 Obligations and would be owed by the Grantors to the Lenders whether or not they are enforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor

3. SECURITY AGREEMENT. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Collateral Agent for the ratable benefit of the Secured Parties pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 Guarantee and Guarantee and Collateral 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 Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement will control.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Sincerely,

COMPRESSCO PARTNERS OPERATING, LLC
as a Grantor

By: COMPRESSCO PARTNERS, L.P.,
its sole managing member

By: COMPRESSCO PARTNERS GP INC.,
its general partner

By:



Name: James Rounsavall

Title: CFO, Secretary and Treasurer

COMPRESSCO PARTNERS SUB, INC.
as a Grantor

By:

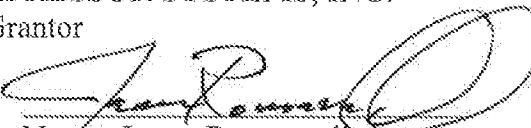


Name: James Rounsavall

Title: CFO, Secretary and Treasurer

COMPRESSOR SYSTEMS, INC.
as a Grantor

By:



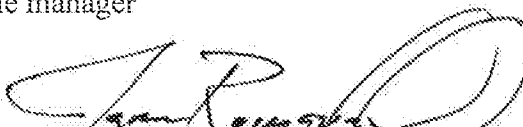
Name: James Rounsavall

Title: VP Finance, Secretary and Treasurer

CSI COMPRESSION HOLDINGS, LLC
as a Grantor

By: COMPRESSCO SYSTEMS, INC.,
its sole manager

By:



Name: James Rounsavall

Title: VP Finance, Secretary and Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005353 FRAME: 0916

ACCEPTED AND AGREED
as of the date first above written:


BANK OF AMERICA, N.A.
as the Collateral Agent

By: _____
Name: _____
Title: _____

SCHEDULE A

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK	APPLICATION SERIAL NO.	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)
Design Only 	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)
Design Only 	77492709	3642247	6/23/2009	Compressco Partners Operating, LLC and Compressco Partners Sub, Inc. (jointly owned)
V JACK  (U.S. Federal)	85337905	4152969	6/5/2012	Compressco Partners Operating, LLC and Compressco Partners Sub, Inc. (jointly owned)
CSI	75485401	2260941	7/13/1999	Compressor Systems, Inc.
C.S.I.	75484795	2330931	3/21/2000	Compressor Systems, Inc.
CSI 	86156372	N/A	1/2/2014 (filing date)	Compressor Systems, Inc.
CSI Compression	86124467	N/A	11/20/2013 (filing	CSI Compression

TRADEMARK	APPLICATION SERIAL NO.	REGISTRATION NO.	DATE OF REGISTRATION OR APPLICATION	OWNER
Holdings, LLC 			date)	Holdings, LLC