

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472103

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interests in Trademarks recorded at R/F 5353/0924		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		03/22/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	CSI Compressco Operating LLC		
Also Known As:	F/K/ACompressco Partners Operating, LLC		
Street Address:	24955 Interstate 45 North		
City:	The Woodlands		
State/Country:	TEXAS		
Postal Code:	77380		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	CSI Compressco Sub Inc.		
Also Known As:	f/k/a Compressco Partners Sub, Inc.		
Street Address:	24955 Interstate 45 North		
City:	The Woodlands		
State/Country:	TEXAS		
Postal Code:	77380		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
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:	4152969	V JACK	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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

Phone: 212-906-1216
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	049268-0058
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	05/01/2018

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”), dated as of March 22, 2018, is made by BANK OF AMERICA, N.A., as collateral agent (in such capacity and together with its successors and assigns, the “Collateral Agent”), in favor of CSI COMPRESSCO OPERATING LLC (f/k/a COMPRESSCO PARTNERS OPERATING, LLC) (“Compressco Operating” and a “Grantor”) and CSI COMPRESSCO SUB INC. (f/k/a COMPRESSCO PARTNERS SUB, INC.) (“Compressco Sub” and a “Grantor” and, together with Compressco Operating, the “Grantors”). Capitalized terms not defined herein have the meanings assigned to them (including by reference) in the Guarantee and Collateral Agreement (as defined below).

WHEREAS, the Grantors, the other grantors party thereto and the Collateral Agent entered into that certain Guarantee and Collateral Agreement, dated as of August 4, 2014, (as amended, supplemented, restated or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), pursuant to which each Grantor executed and delivered to the Collateral Agent that certain Trademark Security Agreement, dated as of August 4, 2014 (the “Trademark Security Agreement”) for recordation with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 28, 2014 at Reel/Frame 5353/0924;

WHEREAS, pursuant to the terms and conditions of the Guarantee and Collateral Agreement and the Trademark Security Agreement, each Grantor pledged, assigned and transferred to the Collateral Agent, and granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest to and in all the Trademark Collateral (as defined below); and

WHEREAS, the Collateral Agent has agreed to execute and deliver this Release to evidence the release of its security interest in the Trademark Collateral.

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

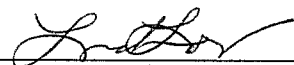
The term “Trademark Collateral,” as used herein, means (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, 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 (ii) 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.

The Collateral Agent, on behalf of the Secured Parties, without any representation, warranty or recourse of any kind, hereby (i) terminates, releases and discharges its security interest in the Trademark Collateral, and (ii) reassigns and retransfers to the Grantors any and all right, title and interest the Collateral Agent may have in or to the Trademark Collateral.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release as of the date first written above.



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

By: 
Name: Linda Lov
Title: Assistant Vice President

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 006326 FRAME: 0010

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS**

TRADEMARK	APPLICATION SERIAL NO.	REGISTRATION NO.	DATE OF REGISTRATION OR APPLICATION
GAS JACK	74069964	1688270	6/18/1990
E-PUMPER	76288237	2867202	7/23/2001
COMPRESSCO	76288238	2536613	7/23/2001
Design Only 	76467204	2775178	11/14/2002
GASJACK	77402382	3594003	3/24/2009
EPUMPER	77492749	3649741	7/7/2009
V JACK  (U.S. Federal)	85337905	4152969	6/5/2012