PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT	
EFFECTIVE DATE:	02/22/2005	

CONVEYING PARTY DATA

Name	Execution Date
U.S. Compressor Specialists, LLP	02/22/2005

RECEIVING PARTY DATA

Name:	FCC Acquisition Partners, Ltd.	
Street Address:	1300 South University Drive	
Internal Address:	University Centre I, Suite 405	
City:	Fort Worth	
State/Country:	TEXAS	
Postal Code:	76107	

PROPERTY NUMBERS Total: 2

Property Type	Number	
Patent Number:	6227222	
Patent Number:	RE38434	

CORRESPONDENCE DATA

Fax Number: (512)469-0474

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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NAME OF SUBMITTER:

J. Roger Williams, Jr.

Total Attachments: 2

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PATENT ...

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PATENT ASSIGNMENT

WHEREAS, U. S. COMPRESSOR SPECIALISTS, LLP, a Texas limited liability partnership, with its principal place of business at 2538 Kentucky Ave., Pampa, Texas 79065 ("Assignor"), is the owner by assignment of the inventions and patents listed in Schedule 1 annexed hereto and made a part hereof ("Inventions and Patents"); and

WHEREAS, FCC ACQUISITION PARTNERS, LTD., a Texas Limited Partnership, with its principal place of business at 1300 South University Drive, University Centre I, Suite 405, Fort Worth, TX 76107 ("Assignee"), is desirous of obtaining all right, title and interest in, to and under the Inventions and Patents listed in Schedule 1 annexed hereto.

NOW, THEREFORE, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the aforesaid Assignor has sold, assigned, transferred and set over, and by these presents hereby sells, assigns, transfers and sets over to said Assignee, free and clear of all encumbrances, all right, title and interest in, to and under the aforesaid Inventions and Patents in the United States of America and in its colonies, territories, and dependencies, and also in all countries foreign to the United States of America, the same to be held and enjoyed by said Assignee for its own use, for the use of its successors, assigns, or other legal representatives to the end of the term or terms for which said Letters Patents have been granted as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Assignor hereby authorizes the aforesaid Assignee and its successors to apply for a patent or patents, divisionals, continuations, continuations-in-part, reissues, reexaminations, and substitutions thereof, directly in its own name, upon the aforesaid inventions and wherever the same is permitted by law, and Assignor also assigns, sells, transfers and sets over unto said Assignee and its successors all priority rights. Assignor further assigns and transfers to Assignee whatever causes of action Assignor may have for past or present infringement of said Inventions and Patents, together the right to bring suit for any such infringement and to seek and receive damages and other relief arising from any such infringement. Assignor further covenants to execute all additional instruments and to do all things necessary for carrying out the purpose of this instrument, at the expense of said Assignee and its successors. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue patents, to record this Assignment, and to issue or transfer all said Letters Patent on said invention(s) to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

IN WITNESS WHEREOF, Assignor U. S. COMPRESSOR SPECIALISTS, LLP has caused this Assignment to be signed in its corporate name by its duly authorized officer on the date indicated below.

U.S.COMPRESSOR SPECIALISTS, LLP

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Dated effective as of: February 22, 2005

Title: Managing Con. Partner

SUBSCRIBED AND SWORN to before me this 22nd day of February, 2005.

A KAISMA KENT (S) Notary Public (S) STATE OF TEXAS (F) Pay Damm, Eq. 08/12/2000

OTARY PUBLIC, 3-(3-08

PATENT REEL: 015788 FRAME: 0451

SCHEDULE 1 – INVENTIONS AND PATENTS ASSIGNED

Number	Date of Issue	Inventor	Invention
US 6,227,222	May 8, 2001	Gary Jennings	Closed Oil Liquid Ring Gas Compression System With A Suction Injection Port
US RE 38,434	Feb. 24, 2004	Gary Jennings	Closed Oil Liquid Ring Gas Compression System With A Suction Injection Port
Canadian Patent:			
Ca 2,305,962	Dec. 16, 2003	Gary Jennings	A Closed Oil Liquid Ring Gas Compression System With A Suction Injection Port

RECORDED: 03/17/2005

PATENT REEL: 015788 FRAME: 0452