

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472113

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CSI Compressco LP		03/22/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Trustee		
Street Address:	13737 Noel Road		
Internal Address:	Suite 800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5138016	CSI COMPRESSCO	
Registration Number:	5276812	CSI COMPRESSCO	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	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: 8			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 22, 2018 (this "Agreement"), is made by each of the signatories hereto indicated as a Grantor (each a "Grantor" and collectively, the "Grantors") in favor of U.S. Bank National Association, as Collateral Trustee for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Collateral Trustee").

WHEREAS, pursuant to that certain Indenture dated as of March 22, 2018 by and among CSI Compressco LP, a Delaware limited partnership (the "Company"), CSI Compressco Finance Inc., a Delaware corporation ("CSI Finance"), and together with the Company, the "Issuers"), and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), the Issuers offered senior secured notes under the Indenture; and

WHEREAS, as a condition precedent to the notes issuance under the Indenture, the Grantors entered into a Pledge and Security Agreement dated as of March 22, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") between each of the Grantors and the Collateral Trustee, pursuant to which each of the Grantors assigned, transferred and granted to the Collateral Trustee, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Pledge and Security Agreement, each Grantor agreed to execute this Agreement, in order to record the security interest granted to the Collateral Trustee for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Trustee as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Indenture.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby assigns and transfers to the Collateral Trustee, and hereby grants to the Collateral Trustee, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and 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 (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 such Grantor's Secured Obligations:

all domestic trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the United States.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any Excluded Property, including, without limitation, any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Trustee for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (e.g. "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of page intentionally left blank]

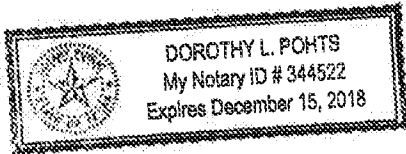
CSI COMPRESSCO SUB INC., as Grantor

By: Joseph J. Meyer
Name: Joseph J. Meyer
Title: Treasurer

STATE OF TEXAS)
)
COUNTY OF Montgomery)

ss.

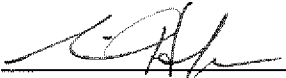
On this 22 day of March, 2018 before me personally appeared Joseph J. Meyer, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing Trademark Security Agreement on behalf of CSI COMPRESSCO SUB INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Dorothy L. Pohts
Notary Public

Accepted and Agreed:

U.S. Bank National Association,
as Collateral Trustee






By: 
Name: Michael K. Herberger
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006324 FRAME: 0086

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Filing Date / Issued Date</u>	<u>Application No.</u>	<u>Registration No.</u>
CSI Compressco Operating LLC and CSI Compressco Sub Inc. (jointly owned)	GAS JACK	6/18/1990	74069964	1688270
	E-PUMPER	7/23/2001	76288237	2867202
	COMPRESSCO	7/23/2001	76288238	2536613
	Design Only 	11/14/2002	76467204	2775178
	GASJACK	3/24/2009	77402382	3594003
	EPUMPER	7/7/2009	77492749	3649741
	VJACK (U.S. Federal) 	6/5/2012	85337905	4152969
CSI Compressco Sub Inc.	CSI	7/13/1999	75485401	2260941
	C.S.I.	3/21/2000	75484795	2330931
	CSI 	3/3/2015	86156372	4694351
CSI Compressco LP		10/25/2017	87659602	
	 COMPRESSCO	2/7/2017	86455174	5138016
	CSI COMPRESSCO	8/29/2017	86575488	5276812