

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471490

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Archrock, Inc.		04/26/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	2200 Ross Avenue, 9th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4099515	PERFORMX	
Registration Number:	5172154	ARCHROCK	
Serial Number:	87768899	OUR TIME IS YOUR UPTIME	
Serial Number:	87768018	OUR TIME IS YOUR UPTIME	
Serial Number:	87768033	OUR TIME IS YOUR UPTIME	
Serial Number:	87768037	YOUR PRODUCTION IS OUR PRIORITY	
Serial Number:	87768035	YOUR PRODUCTION IS OUR PRIORITY	
Serial Number:	87768031	YOUR PRODUCTION IS OUR PRIORITY	
Serial Number:	87768028	YOUR PRODUCTION IS OUR PRIORITY	
CORRESPONDENCE DATA			
Fax Number:	2142207716		
<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:	2146617324		
Email:	sbertino@velaw.com		
Correspondent Name:	Shannon Bertino		
Address Line 1:	2001 Ross Avenue, Ste 3900		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Shannon Bertino		

OP \$240.00 4099515

SIGNATURE:	/Shannon Bertino/
DATE SIGNED:	04/26/2018
Total Attachments: 6 source=Archrock - Trademark Security Agreement (Executed)#page1.tif source=Archrock - Trademark Security Agreement (Executed)#page2.tif source=Archrock - Trademark Security Agreement (Executed)#page3.tif source=Archrock - Trademark Security Agreement (Executed)#page4.tif source=Archrock - Trademark Security Agreement (Executed)#page5.tif source=Archrock - Trademark Security Agreement (Executed)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) dated as of April 26, 2018, by and among Archrock, Inc., a Delaware corporation (the “Grantor”), and JPMORGAN CHASE BANK, N.A, in its capacity as administrative agent under the Credit Agreement (as defined below) (the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Grantor is a party to that certain Credit Agreement, dated as of March 30, 2017 (as amended by that certain Amendment No. 1 to Credit Agreement, dated as of February 23, 2018 and as may be further amended, restated, supplemented, extended or otherwise modified from time to time, the “Credit Agreement”) among Archrock Partners Operating LLC, a Delaware limited liability company and Archrock Services, L.P., a Delaware limited partnership as borrowers, the other Loan Parties from time to time parties thereto, the Lenders party from time to time thereto and the Administrative Agent, as supplemented by that certain Omnibus Joinder Agreement, dated as of the date hereof, by and among the Grantor, certain other Loan Parties party thereto and the Administrative Agent;

WHEREAS, in connection with the Credit Agreement, the Grantor is a party to that certain Pledge and Security Agreement, dated as of March 30, 2017 (as amended and supplemented by that certain Amendment and Supplement to Pledge and Security Agreement, dated as of the date hereof, and as may be further amended, restated, supplemented, extended or otherwise modified from time to time, the “Security Agreement”), which, among other things, provides for a grant of a security interest in substantially all of the personal property and other assets of the Grantor and a pledge of the equity interests owned by the Grantor, subject to customary limitations, as security for the payment and performance of the Secured Obligations; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent, on behalf of Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby unconditionally grants, assigns, and pledges to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, in each case, owned by the Grantor, and the goodwill of the business symbolized by the foregoing, including those referred to on Schedule I attached hereto;

(b) all licenses of the foregoing to which the Grantor is a party, whether as licensee or licensor;

(c) all renewals of the foregoing;

(d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof;

(e) all rights of the Grantor against third parties to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and

(f) all rights corresponding to any of the foregoing throughout the world.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Loan Parties, or any of them, to the Administrative Agent and the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of a Bankruptcy Event involving any Loan Party.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of the Secured Parties pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the Secured Parties with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security 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 Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give notice in writing to the Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration in accordance with Section 4.7 of the Security Agreement. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor in accordance with Section 4.7 of the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I

shall in any way affect, invalidate or detract from the Administrative Agent's or the Secured Parties' continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

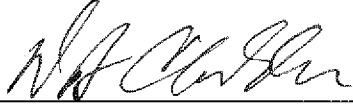
7. RELEASE. Upon the consummation of any disposition of Trademark Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement and as requested by the Grantor, the Administrative Agent shall execute and deliver to the Grantor, at the Grantor's sole expense, upon receipt of an officer's certificate certifying that such disposition, transaction or event was permitted thereunder, all documents that the Grantor shall reasonably request to evidence such termination of security interest or release, and shall file (or authorize the Grantor to file) any termination statements under applicable law, including filings with the United States Patent and Trademark Office.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

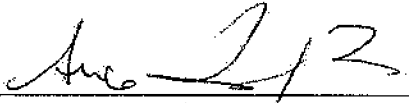
GRANTOR:

ARCHROCK, INC.

By: 
Name: D. Bradley Childers
Title: President and Chief Executive Officer

JBH

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Anca Loghin
Title: Authorized Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Owner	Country	Mark	Registration No.	Date
Archrock, Inc.	United States, Argentina, Brazil, Canada, Colombia, European Union, and Mexico	“PERFORMX” Logos/Service Marks	4099515 [US]	February 14, 2012 [US]
Archrock, Inc.	United States, Argentina, Bahrain, Bolivia, Chile, China, Colombia, Ecuador, European Union, Kazakhstan, Mexico, Oman, Peru, Russia, Singapore, Switzerland, Thailand, Tunisia, UAE and United Kingdom	“ARCHROCK” Logos/Service Marks	5172154 [US]	March 28, 2017 [US]

Trademark Applications

Owner	Country	Mark	Application No.	Date
Archrock, Inc.	United States	“OUR TIME IS YOUR UPTIME” Slogan.	87/768899 87/768018 87/768033 [US]	January 24, 2018 [US]
Archrock, Inc.	United States	“YOUR PRODUCTION IS OUR PRIORITY” Slogan.	87/768037 87/768035 87/768031 87/768028 [US]	January 24, 2018 [US]
Archrock, Inc.	Brazil, Canada, Ecuador, Indonesia, Iraq, Nigeria, Pakistan and Trinidad & Tobago.	“ARCHROCK” Logos/Service Marks.	Various	Various