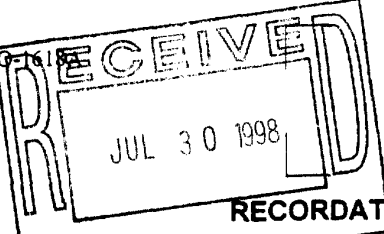


MRD 7-30-98

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



08-07-1998

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



100788151

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name I/O GREEN MOUNTAIN, INC.

07 06 98

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name INPUT/OUTPUT, INC.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 11104 West Airport Boulevard

Address (line 2) _____

Address (line 3) Stafford

Texas

77477-3016

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

06/03/1998 ITEM 11 00000101 1742914

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
125.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1765 FRAME: 0340

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

| Trademark Application Number(s) | | | Registration Number(s) | | |
|---------------------------------------|----------------------|----------------------|--------------------------------------|--------------------------------------|----------------------|
| <input type="text" value="75323657"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="1742914"/> | <input type="text" value="1742915"/> | <input type="text"/> |
| <input type="text" value="75323658"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="1857216"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="1741055"/> | <input type="text"/> | <input type="text"/> |

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

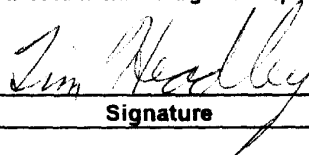
Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Tim Headley



July 27, 1998

Name of Person Signing

Signature

Date Signed

EXHIBIT A

1. Federally registered trademarks:

| <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|------------------|-------------------------|--------------------------|
| FATHOM | 1,742,914 | December 22, 1992 |
| MESA | 1,857,216 | October 4, 1994 |
| MILLENNIUM | 1,741,055 | December 22, 1992 |
| TRACER | 1,742,915 | December 29, 1992 |

2. Pending Federal Applications:

| <u>Trademark</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|------------------|-------------------|--------------------|
| ALPINE | 75/323,657 | July 14, 1997 |
| GRIP | 75/323,658 | July 14, 1997 |

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "*Assignment*"), is between I/O Green Mountain, Inc. (the "*Assignor*"), a Delaware corporation and wholly-owned subsidiary of Input/Output, Inc., and Input/Output, Inc. (the "*Assignee*"), a Delaware corporation.

BACKGROUND

Assignor is the owner of all right, title, and interest in the trademarks, service marks, and trade names, listed on the attached Exhibit A (collectively, the "*Trademarks*").

Assignor desires and intends to assign to Assignee the Trademarks and all other rights owned by Assignor in the Trademarks.

Assignee desires to acquire the Trademarks and all other rights owned by Assignor in the Trademarks.

GRANT

In consideration of the mutual covenants and agreements contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor assigns to Assignee the entire right, title, and interest to the Trademarks, including without limitation, all associated registrations and trademark applications, together with the goodwill of the business symbolized by the Trademarks, and the right to sue for and collect damages for past infringements of the Trademarks.

Assignor shall deliver to Assignee all files in its possession or in possession of its agents concerning the Trademarks, including all trademark prosecution, opposition, cancellation, and enforcement files.

Assignor covenants that it has the full right to convey the entire right, title, and interest in the Trademarks, and that it has not executed, and will not execute, any conflicting agreement. Assignor further covenants that it will sign all lawful papers, make all rightful declarations and/or oaths, and generally do what is necessary to enable Assignee, its successors, legal representatives, and assigns, to record and enforce this Assignment, and protect and enforce the Trademarks in all countries.


Upon the execution of this Assignment, Assignee shall license Assignor to use the Trademarks.

This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one Assignment.

In witness of this Assignment, an authorized representative of Assignor has signed below, effective as of 6th July, 1998.

ASSIGNOR:

**I/O GREEN MOUNTAIN, INC.,
a Delaware corporation**

By: 

Name: Robert Brook

Title: President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a notary public, on this day personally appeared **Robert Brook**, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of I/O Green Mountain, Inc., a Delaware corporation, and that he has executed the same as the act of such corporation for the purposes and consideration expressed therein, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 6th day of July, 1998.


Notary Public Signature

(PERSONALIZED SEAL)

