

11-08-1999

ATTY. DKT. NO. 9056:35

Form PTO 1584
1-31-82

COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

ONLY

To the Honorable Commiss.

101194511

record the attached original documents or copies thereof

1. Name of conveying party(ies):

Grant Geophysical, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State ☐ Delaware
☐ Other

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: May 11, 1999

4. Application number(s) or Registration number(s):

A. Trademark Application No.(s)

75/469,656

B. Trademark registration No.(s)

1,959,013; 1,215,626; 1,964,054; 1,127,205; 1,082,959; 1,054,524;
1,044,118; 916,452; and 944,038Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David H. Judson, Reg. No. 30,467

Internal Address: Hughes & Luce, L.L.P.
Suite 2800

Street Address: 1717 Main Street

City: Dallas State: Texas ZIP: 75201

6. Total number of applications and

trademarks involved: 11

7. Total fee (37 CFR 3.41): \$ 290

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

David H. Judson

Name of Person Signing

Signature

9/7/99

Date

Total number of pages including cover sheet: 6

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
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 Washington, D.C. 20231

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TRADEMARK
 REEL: 001985 FRAME: 0835

TRADEMARK SECURITY AGREEMENT

WHEREAS, GRANT GEOPHYSICAL, INC., a Delaware corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, certain entities (collectively, the "Lenders"), and Foothill Capital Corporation, a California corporation as agent for the Lenders (the "Agent"), are parties to a Loan and Security Agreement of even date herewith (as the same may be amended and in effect from time to time, the "Loan Agreement"), providing that the Lenders will make certain loans and financial accommodations available to Grantor subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for the benefit of the Lenders a security interest in all of the assets of Grantor including all right, title and interest of Grantor in, to and under all of the following now owned or hereafter created or acquired by Grantor: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith including registrations, recordings and applications 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[, including, without limitation, those described in Schedule 1 annexed hereto, but not including any intent-to-use applications, (b) all reissues, extensions or renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; (f) all goodwill associated with and symbolized by any of the foregoing (items (a) - (e) above are collectively referred to hereto as "Trademark"); (g) Trademark registrations, (h) Trademark applications, but not including any intent-to-use applications, and (i) any written agreement now or hereafter in existence granting to Grantor any right to use any Trademark, including, without limitation, the agreements described in Schedule 1 annexed hereto, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Agent for the benefit of the Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application including, without limitation, the Trademarks, Trademark registrations (together with any

reissues, continuations or extensions thereof) and Trademark applications, but not including any intent-to-use application, referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;


(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Agent pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 11th day of May, 1999.

GRANT GEOPHYSICAL, INC.

By: 
Ben L. Roberts
Vice President

ACKNOWLEDGED AND ACCEPTED
ON THE DATE FIRST WRITTEN
ABOVE:

FOOTHILL CAPITAL CORPORATION, as Agent

By: Bruce Rivers
Bruce Rivers
Vice President

ACKNOWLEDGMENT

COMMONWEALTH OF §
MASSACHUSETTS §
§
COUNTY OF SUFFOLK §

This instrument was acknowledged before me on May 11, 1999, by Ben L. Roberts, Vice President of Grant Geophysical, Inc., a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.



Notary Public in and for the
Commonwealth of Massachusetts

My Commission Expires:

7/29/2005

ACKNOWLEDGMENT

COMMONWEALTH OF §
MASSACHUSETTS §
§
COUNTY OF SUFFOLK §

This instrument was acknowledged before me on May 11, 1999, by Bruce Rivers, Vice President of Foothill Capital Corporation, a California corporation, on behalf of said corporation.

Witness my hand and official seal.



Notary Public in and for the
Commonwealth of Massachusetts

My Commission Expires:

7/29/2005

**Schedule 1
to Trademark
Security Agreement**

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
Grant Geophysical	1,959,013	February 27, 1996
Megaseis	1,215,626	November 9, 1982
Citation	1,964,054	March 12, 1996
Seischrome II	1,127,205	December 4, 1979
Cajun Exploration	N/A	March 1, 1995
Megaseis	1,082,959	January 17, 1978
Trap	1,054,524	December 14, 1976
Seis-Chrome	1,044,118	July 20, 1976
GUS	916,452	July 31, 1971
GUS	944,038	October 3, 1972

TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>APPLICATION DATE</u>
3-D Repair Kit	75-469,656	April 17, 1998

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
None.		