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04-12-2002

Form PTO-1594 (Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

FINANCE SECTION RECORDATION TRADE



102052963

DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Western Atlas International, Inc.

3-28-02

- Individual(s), General Partnership, Corporation-State (checked), Other, Association, Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No (checked)

3. Nature of conveyance:

- Assignment (checked), Security Agreement, Other, Merger, Change of Name

Execution Date: 12/11/2001

2. Name and address of receiving party(ies)

Name: WesternGeco, L.L.C.

Internal Address: P.O. Box 2469, Houston, TX 77252

Street Address: 10001 Richmond Avenue

City: Houston State: TX Zip: 77042-4299

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Liability Corporation (checked)

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (checked) (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No (checked)

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached List

Additional number(s) attached Yes No (checked)

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

Name: David S. Figatner

Internal Address:

WesternGeco Intellectual Property Department

P.O. Box 2469, Houston, TX 77252-2469

Street Address: 10001 Richmond Avenue

City: Houston State: TX Zip: 77042-4299

6. Total number of applications and registrations involved:

21

7. Total fee (37 CFR 3.41) \$ 840.00

- Enclosed, Authorized to be charged to deposit account (checked)

8. Deposit account number:

50-1720

DO NOT USE THIS SPACE

9. Signature.

David S. Figatner

Name of Person Signing

David S. Figatner (Signature)

Signature

3/20/02

Date

Total number of pages including cover sheet, attachments, and document:

75

04/11/2002 TBIAZI 00000240 501720 7346327

01 FC:481 02 FC:482

40.00 CH 500.00 CH

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002480 FRAME: 0897

UNITED STATES TRADEMARKS AND SERVICE MARKS
 ASSIGNMENTS
 WESTERN ATLAS INTERNATIONAL, INC. TO WESTERNGECO, L.L.C.

TRADEMARK	CASE NO.	REG. STATUS	SERIAL NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE
AQUASENSE	598-18826	REGISTERED	73/466,527	2/21/1984	1,316,757	1/29/1985
DATA-MATE	598-18871	REGISTERED	73/337,162	11/13/1981	1,231,726	3/22/1983
DREAM	598-18886	REGISTERED	75/242,797	2/14/1997	2,259,797	7/6/1999
EXPEDITOR	598-18907	REGISTERED	73/717,628	3/21/1988	1,549,869	8/1/1989
EXPEDITOR	598-19202	REGISTERED	75/486,153	5/15/1998	2,317,227	2/8/2000
GEOSOURCE	598-18924	REGISTERED	73/095,178	8/2/1976	1,089,849	4/18/1978
GEOSOURCE & DESIGN	598-18923	REGISTERED	73/074,466	1/15/1976	1,089,847	4/18/1978
IVP	598-18951	REGISTERED	74/708,098	7/31/1995	2,027,931	12/31/1996
LITHOSEIS	598-18961	REGISTERED	74/378,494	4/8/1993	1,947,169	1/6/1996
MISER	598-19005	REGISTERED	73/085,649	4/30/1976	1,054,549	12/14/1976
OMEGA (STYLIZED/GREEK SYMBOL)	598-19021	REGISTERED	74/324,874	10/23/1992	1,850,245	8/16/1994
OMEGA (STYLIZED)	598-19020	REGISTERED	74/324,872	10/23/1992	1,850,244	8/16/1994
PYRAMID	598-19049	REGISTERED	74/596,826	11/9/1994	2,213,154	12/22/1998
PYRAVIEW	598-19048	REGISTERED	74/596,827	11/9/1994	2,213,155	12/22/1998
QVIEW	598-19201	REGISTERED	75/508,997	6/26/1998	2,449,597	5/8/2001
SARGAS	598-19067	REGISTERED	74/490,638	2/16/1994	1,974,081	5/14/1996
SEISVIEW	598-19083	REGISTERED	75/100,089	5/7/1996	2,281,891	9/28/1999
SLIM	598-19108	REGISTERED	73/477,191	4/25/1984	1,411,756	9/30/1986
TURBO BUFFERS	598-19150	REGISTERED	75/207,675	12/4/1996	2,196,410	10/13/1998
UNAVCHK	598-19151	REGISTERED	74/411,463	7/9/1993	1,980,346	6/18/1996
WESTERN GEOPHYSICAL	598-19180	REGISTERED	75/308,362	6/13/1997	2,312,811	2/1/2000

David S. Figatner
 WesternGeco Intellectual Property Department
 10001 Richmond Avenue
 Houston, Texas 77042-4299
 Phone: 713-689-2625 or 2626 Fax: 713-689-1977
 Email: dfigatner@houston.westerngeco.slb.com

SCHEDULE 5.18(a)(ii)

**SCHEDULE 5.18(a)(ii)
WESTERN GEOPHYSICAL - TRADEMARKS and SERVICE MARKS**

Page 1

Trademark	Country	Case Number	Owner	Status
AIMS	United States of America	588-18821	WESGEO	NOT REGISTERED
AMS	United States of America	588-18825	WESGEO	NOT REGISTERED
→ AQUASENSE	United States of America	598-18826	WESGEO (GEOSOURCE)	REGISTERED ←
CAPS	United States of America	598-18838	WESGEO	NOT REGISTERED
CRYSTAL	United States of America	598-18868	WESGEO	NOT REGISTERED
→ DATA-MATE	United States of America	598-18871	WESGEO (LRS)	REGISTERED ←
→ DREAM	United States of America	598-18886	WAI (WESGEO)	REGISTERED ←
DURAPLUG	United States of America	598-19190	WAI (WESGEO)	REGISTERED
→ EXPEDITOR	United States of America	598-18907	WAI (WESGEO)	REGISTERED ←
→ EXPEDITOR	United States of America	598-19202	WAI (WESGEO)	REGISTERED ←
FLEXQC	United States of America	598-18912	WESGEO	NOT REGISTERED
GALAXY	United States of America	598-18915	WESGEO	NOT REGISTERED
GEMINI	United States of America	598-18916	WESGEO	NOT REGISTERED
GEOGATOR	United States of America	598-18919	WESGEO	NOT REGISTERED
→ GEOSOURCE	United States of America	598-18924	WAI (WESGEO; GEOSOURCE)	REGISTERED ←

**TRADEMARK
REEL: 002480 FRAME: 0900**

WESTERN GEOPHYSICAL – Trademarks and Service Marks

Page 2

Trademark	Country	Case Number	Owner	Status
GEOSOURCE & DESIGN	Canada	598-18928	WAI (WESGEO; GEOSOURCE)	REGISTERED
→ GEOSOURCE & DESIGN	United States of America	598-18923	WAI (WESGEO; GEOSOURCE)	REGISTERED ←
GEOSOURCE & DESIGN	United States of America	598-18927	WAI (WESGEO; GEOSOURCE)	REGISTERED
GEOSOURCE & DESIGN (RED)	United States of America	598-18926	WAI (WESGEO; GEOSOURCE)	REGISTERED
GEOSOURCE (WORD)	United States of America	598-18925	WAI (WESGEO; GEOSOURCE)	REGISTERED
HUNTER	United States of America	598-18939	WESGEO	NOT REGISTERED
INTECAL	United States of America	598-18945	WESGEO	NOT REGISTERED
INTELOG	United States of America	598-18946	WESGEO	NOT REGISTERED
→ IVP	United States of America	598-18951	WAI (WESGEO)	REGISTERED ←
KILOSEIS	United States of America	598-18958	WESGEO (LRS)	REGISTERED
→ LITHOSEIS	United States of America	598-18961	WAI (WESGEO)	REGISTERED ←
MACROMETER	Switzerland	598-18973	WESGEO	REGISTERED
MACROMETER	Italy	598-18970	WESGEO	REGISTERED
MACROMETRY	United States of America	588-18975	WESGEO	NOT REGISTERED
MICROMODELLING	United States of America	598-18989	WESGEO	NOT REGISTERED
→ MISER	United States of America	598-19005	WAI (WESGEO)	REGISTERED ←

TRADEMARK

REEL: 002480 FRAME: 0901

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WESTERN GEOPHYSICAL - Trademarks and Service Marks

Trademark	Country	Case Number	Owner	Status
NAVCHK II	United States of America	598-19010	WESGEO	NOT REGISTERED
OMEGA	United Kingdom	598-19191	WESGEO	PUBLISHED
OMEGA	United States of America	598-19019	WAI (WESGEO)	REGISTERED
→ OMEGA (STYLIZED)	United States of America	598-19021	WAI (WESGEO)	REGISTERED ←
→ OMEGA (STYLIZED/GREEK SYMBOL)	United States of America	598-19020	WAI (WESGEO)	REGISTERED ←
OMEGA AND DEVICE	United Kingdom	598-19192	WESGEO	PENDING
OMEGAVIEW	United States of America	598-19022	WESGEO	NOT REGISTERED
PARACAT	United States of America	598-19025	WESGEO	NOT REGISTERED
PARSEVAL	United States of America	598-19026	WESGEO	NOT REGISTERED
PC-VSP	United States of America	598-19027	WESGEO	NOT REGISTERED
→ PYRAMID	United States of America	598-19049	WAI (WESGEO)	REGISTERED ←
→ PYRAVIEW	United States of America	598-19048	WAI (WESGEO)	REGISTERED ←
QUIK CEE	United States of America	588-19051	WESGEO	NOT REGISTERED
→ QVIEW	United States of America	598-19201	WESGEO	PUBLISHED ←
RAP	United States of America	598-19057	WESGEO	NOT REGISTERED
SABRE	United States of America	598-19063	WESGEO	NOT REGISTERED

TRADEMARK

WESTERN GEOPHYSICAL - Trademarks and Service Marks

Trademark	Country	Case Number	Owner	Status
→ SARGAS	United States of America	598-19067	WAI (WESGEO)	REGISTERED ←
SAWP	United States of America	598-19068	WESGEO	NOT REGISTERED
SEIS-QC	United States of America	598-19080	WESGEO	NOT REGISTERED
SEISBLOCK	United States of America	588-19073	WESGEO	NOT REGISTERED
SEISCELL	United States of America	598-19074	WESGEO	NOT REGISTERED
SEISCROP	United States of America	598-19075	WESGEO	NOT REGISTERED
SEISFLOW	United States of America	598-19076	WESGEO	NOT REGISTERED
SEISPORT	United States of America	598-19079	WAI (WESGEO)	REGISTERED
SEISSTAT	United States of America	598-19081	WESGEO	NOT REGISTERED
SEISTEXT	United States of America	598-19082	WESGEO	NOT REGISTERED
→ SEISVIEW	United States of America	588-19083	WAI (WESGEO)	REGISTERED ←
SENTRY	United States of America	598-23720	WESGEO	PENDING
SHADCON	United States of America	588-19085	WESGEO	NOT REGISTERED
→ SLIM	United States of America	588-19108	WAI (WESGEO)	REGISTERED ←
SMART 3-D	United States of America	588-19111	WAI (WESGEO)	REGISTERED
SWS	United States of America	588-19127	WESGEO	NOT REGISTERED

WESTERN GEOPHYSICAL - Trademarks and Service Marks

Page 5

Trademark	Country	Case Number	Owner	Status
TIPEX	United States of America	588-19133	WESGEO	NOT REGISTERED
TRAC	United States of America	598-19147	WESGEO	NOT REGISTERED
→ TURBO BUFFERS	United States of America	598-19150	WAI (WESGEO)	REGISTERED ←
→ UNAVCHK	United States of America	598-19151	WAI (WESGEO)	REGISTERED ←
VELAN	United States of America	598-19152	WAI (WESGEO)	REGISTERED
WESTERN GEOPHYSICAL	Canada	598-19178	WESGEO	REGISTERED
WESTERN GEOPHYSICAL	France	598-19179	WESGEO	REGISTERED
→ WESTERN GEOPHYSICAL	United States of America	588-19180	WAI (WESGEO)	REGISTERED ←
WESTERN GEOPHYSICAL	Vietnam	598-19181	WESGEO	PENDING
WINS	United States of America	588-19183	WESGEO	NOT REGISTERED
WISDOM I	United States of America	588-19184	WESGEO	NOT REGISTERED
WISDOM II	United States of America	588-19185	WESGEO	NOT REGISTERED

TRADEMARK
REEL: 002480 FRAME: 0904

5519813.5

TRADEMARK ASSIGNMENT

WHEREAS, Western Atlas International, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 3900 Essex Lane, Houston, Texas 77027 (herein called "Assignor"), has adopted and used, and, is the owner of the trademark AQUASENSE, Registration No. 1316757, and any and all common law rights thereto (herein "Trademark"); and

WHEREAS, Western GECO Holdings L.L.C., a limited liability corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 10,001 Richmond Ave., Houston, Texas 77042 (herein called "Assignee"), is desirous of acquiring and Assignor is desirous of assigning to Assignee all right, title and interest in said Trademark and the registration or application therefor, including the goodwill associated with the Trademark;

NOW, THEREFORE, Assignor, for and in consideration of One Dollar (\$1.00) cash in hand paid to it and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, ASSIGN and CONVEY unto Assignee all its right, title, and interest throughout the world in and to:

1. Said Trademark, together with that part of the goodwill of the business symbolized by said Trademark;
2. The registration or application for the Trademark therefor, together with that part of the goodwill of the business symbolized by said Trademark;
3. All rights of action on account of past, present and future unauthorized use of said Trademark and for infringement of said Trademark and like protection;

EXECUTED on the date indicated below opposite my signature.

WESTERN ATLAS INTERNATIONAL, INC.

DATE: 12/11/01

By: *[Signature]*
Assistant Secretary

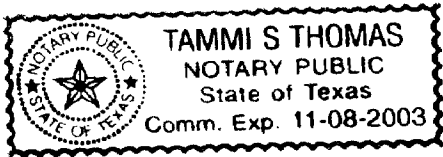
THE STATE OF TEXAS
COUNTY OF HARRIS

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§

Before me, the undersigned authority, on this 11th day of December 2001, personally appeared Daniel Churay, who being by me first duly sworn declared that he is the Assistant Secretary of Western Atlas International, Inc. and acknowledged to me that he executed the foregoing Assignment for the purposes therein expressed.

(Notary Seal)

[Signature]
Notary Public, State of Texas



TRADEMARK ASSIGNMENT

WHEREAS, Western Atlas International, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 3900 Essex Lane, Houston, Texas 77027 (herein called "Assignor"), has adopted and used, and, is the owner of the trademark DATA-MATE, Registration No. 1231726, and any and all common law rights thereto (herein "Trademark"); and

WHEREAS, Western GECO Holdings L.L.C., a limited liability corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 10,001 Richmond Ave., Houston, Texas 77042 (herein called "Assignee"), is desirous of acquiring and Assignor is desirous of assigning to Assignee all right, title and interest in said Trademark and the registration or application therefor, including the goodwill associated with the Trademark;


NOW, THEREFORE, Assignor, for and in consideration of One Dollar (\$1.00) cash in hand paid to it and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, ASSIGN and CONVEY unto Assignee all its right, title, and interest throughout the world in and to:

1. Said Trademark, together with that part of the goodwill of the business symbolized by said Trademark;
2. The registration or application for the Trademark therefor, together with that part of the goodwill of the business symbolized by said Trademark;
3. All rights of action on account of past, present and future unauthorized use of said Trademark and for infringement of said Trademark and like protection;

EXECUTED on the date indicated below opposite my signature.

WESTERN ATLAS INTERNATIONAL, INC.

DATE: 12/11/01

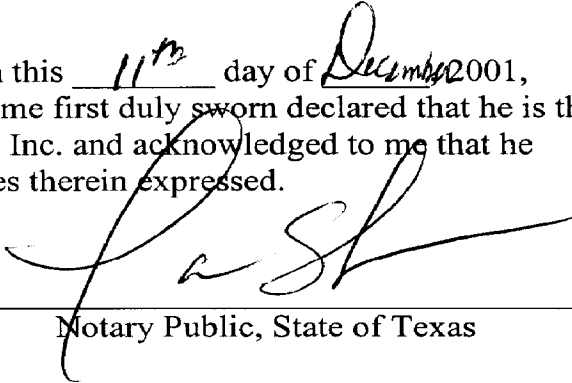
By: 
Assistant Secretary

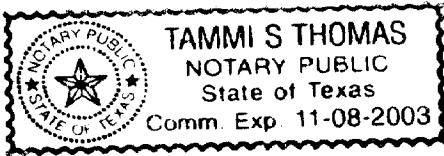
THE STATE OF TEXAS
COUNTY OF HARRIS

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§

Before me, the undersigned authority, on this 11th day of December 2001,
personally appeared Daniel Churay, who being by me first duly sworn declared that he is the
Assistant Secretary of Western Atlas International, Inc. and acknowledged to me that he
executed the foregoing Assignment for the purposes therein expressed.

(Notary Seal)


Notary Public, State of Texas



TRADEMARK ASSIGNMENT

WHEREAS, Western Atlas International, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 3900 Essex Lane, Houston, Texas 77027 (herein called "Assignor"), has adopted and used, and, is the owner of the trademark DREAM, Registration No. 2259797, and any and all common law rights thereto (herein "Trademark"); and

WHEREAS, Western GECO Holdings L.L.C., a limited liability corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 10,001 Richmond Ave., Houston, Texas 77042 (herein called "Assignee"), is desirous of acquiring and Assignor is desirous of assigning to Assignee all right, title and interest in said Trademark and the registration or application therefor, including the goodwill associated with the Trademark;

NOW, THEREFORE, Assignor, for and in consideration of One Dollar (\$1.00) cash in hand paid to it and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, ASSIGN and CONVEY unto Assignee all its right, title, and interest throughout the world in and to:

1. Said Trademark, together with that part of the goodwill of the business symbolized by said Trademark;
2. The registration or application for the Trademark therefor, together with that part of the goodwill of the business symbolized by said Trademark;
3. All rights of action on account of past, present and future unauthorized use of said Trademark and for infringement of said Trademark and like protection;

EXECUTED on the date indicated below opposite my signature.

WESTERN ATLAS INTERNATIONAL, INC.

DATE: 12/11/01

By: *[Signature]*
Assistant Secretary

THE STATE OF TEXAS

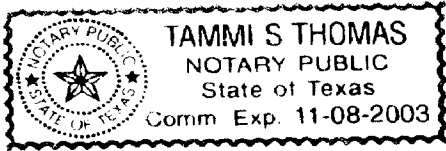
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COUNTY OF HARRIS

Before me, the undersigned authority, on this 11th day of December 2001,
personally appeared Daniel Churay, who being by me first duly sworn declared that he is the
Assistant Secretary of Western Atlas International, Inc. and acknowledged to me that he
executed the foregoing Assignment for the purposes therein expressed.

(Notary Seal)

[Signature]
Notary Public, State of Texas



TRADEMARK ASSIGNMENT

WHEREAS, Western Atlas International, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 3900 Essex Lane, Houston, Texas 77027 (herein called "Assignor"), has adopted and used, and, is the owner of the trademark EXPEDITOR, Registration No. 1549869, and any and all common law rights thereto (herein "Trademark"); and

WHEREAS, Western GECO Holdings L.L.C., a limited liability corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 10,001 Richmond Ave., Houston, Texas 77042 (herein called "Assignee"), is desirous of acquiring and Assignor is desirous of assigning to Assignee all right, title and interest in said Trademark and the registration or application therefor, including the goodwill associated with the Trademark;

NOW, THEREFORE, Assignor, for and in consideration of One Dollar (\$1.00) cash in hand paid to it and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, ASSIGN and CONVEY unto Assignee all its right, title, and interest throughout the world in and to:

1. Said Trademark, together with that part of the goodwill of the business symbolized by said Trademark;
2. The registration or application for the Trademark therefor, together with that part of the goodwill of the business symbolized by said Trademark;
3. All rights of action on account of past, present and future unauthorized use of said Trademark and for infringement of said Trademark and like protection;

EXECUTED on the date indicated below opposite my signature.

WESTERN ATLAS INTERNATIONAL, INC.

DATE: 12/11/01

By: [Signature]
Assistant Secretary

THE STATE OF TEXAS

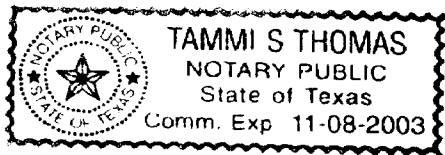
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COUNTY OF HARRIS

Before me, the undersigned authority, on this 11th day of December 2001, personally appeared Daniel Churay, who being by me first duly sworn declared that he is the Assistant Secretary of Western Atlas International, Inc. and acknowledged to me that he executed the foregoing Assignment for the purposes therein expressed.

(Notary Seal)

[Signature]
Notary Public, State of Texas



TRADEMARK ASSIGNMENT

WHEREAS, Western Atlas International, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 3900 Essex Lane, Houston, Texas 77027 (herein called "Assignor"), has adopted and used, and, is the owner of the trademark EXPEDITOR, Registration No. 2317227, and any and all common law rights thereto (herein "Trademark"); and

WHEREAS, Western GECO Holdings L.L.C., a limited liability corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 10,001 Richmond Ave., Houston, Texas 77042 (herein called "Assignee"), is desirous of acquiring and Assignor is desirous of assigning to Assignee all right, title and interest in said Trademark and the registration or application therefor, including the goodwill associated with the Trademark;

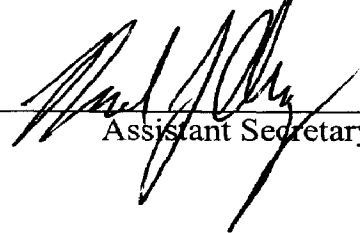
NOW, THEREFORE, Assignor, for and in consideration of One Dollar (\$1.00) cash in hand paid to it and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, ASSIGN and CONVEY unto Assignee all its right, title, and interest throughout the world in and to:

1. Said Trademark, together with that part of the goodwill of the business symbolized by said Trademark;
2. The registration or application for the Trademark therefor, together with that part of the goodwill of the business symbolized by said Trademark;
3. All rights of action on account of past, present and future unauthorized use of said Trademark and for infringement of said Trademark and like protection;

EXECUTED on the date indicated below opposite my signature.

WESTERN ATLAS INTERNATIONAL, INC.

DATE: 12/11/01

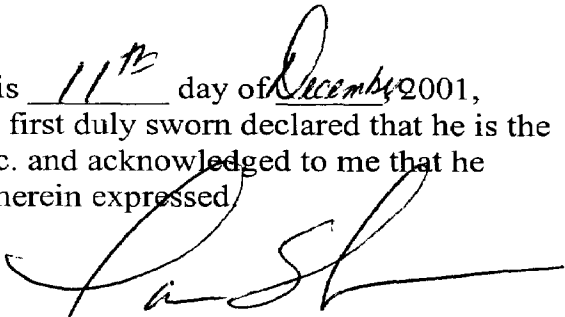
By: 
Assistant Secretary

THE STATE OF TEXAS
COUNTY OF HARRIS

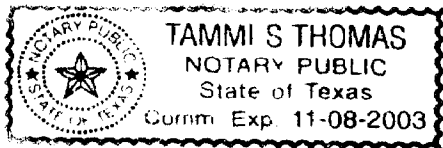
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personally appeared Daniel Churay, who being by me first duly sworn declared that he is the
Assistant Secretary of Western Atlas International, Inc. and acknowledged to me that he
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(Notary Seal)



Notary Public, State of Texas



TRADEMARK ASSIGNMENT

WHEREAS, Western Atlas International, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 3900 Essex Lane, Houston, Texas 77027 (herein called "Assignor"), has adopted and used, and, is the owner of the trademark GEOSOURCE, Registration No. 1089849, and any and all common law rights thereto (herein "Trademark"); and

WHEREAS, Western GECO Holdings L.L.C., a limited liability corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 10,001 Richmond Ave., Houston, Texas 77042 (herein called "Assignee"), is desirous of acquiring and Assignor is desirous of assigning to Assignee all right, title and interest in said Trademark and the registration or application therefor, including the goodwill associated with the Trademark;

NOW, THEREFORE, Assignor, for and in consideration of One Dollar (\$1.00) cash in hand paid to it and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, ASSIGN and CONVEY unto Assignee all its right, title, and interest throughout the world in and to:

1. Said Trademark, together with that part of the goodwill of the business symbolized by said Trademark;
2. The registration or application for the Trademark therefor, together with that part of the goodwill of the business symbolized by said Trademark;
3. All rights of action on account of past, present and future unauthorized use of said Trademark and for infringement of said Trademark and like protection;

EXECUTED on the date indicated below opposite my signature.

WESTERN ATLAS INTERNATIONAL, INC.

DATE: 12/11/01

By: *[Signature]*
Assistant Secretary

THE STATE OF TEXAS

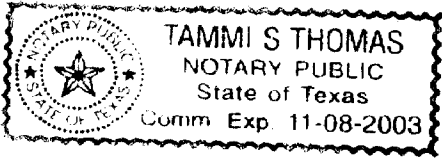
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COUNTY OF HARRIS

Before me, the undersigned authority, on this 11th day of December 2001, personally appeared Daniel Churay, who being by me first duly sworn declared that he is the Assistant Secretary of Western Atlas International, Inc. and acknowledged to me that he executed the foregoing Assignment for the purposes therein expressed.

(Notary Seal)

[Signature]
Notary Public, State of Texas



TRADEMARK ASSIGNMENT

WHEREAS, Western Atlas International, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 3900 Essex Lane, Houston, Texas 77027 (herein called "Assignor"), has adopted and used, and, is the owner of the trademark GEOSOURCE & DESIGN, Registration No. 1089847, and any and all common law rights thereto (herein "Trademark"); and

WHEREAS, Western GECO Holdings L.L.C., a limited liability corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 10,001 Richmond Ave., Houston, Texas 77042 (herein called "Assignee"), is desirous of acquiring and Assignor is desirous of assigning to Assignee all right, title and interest in said Trademark and the registration or application therefor, including the goodwill associated with the Trademark;

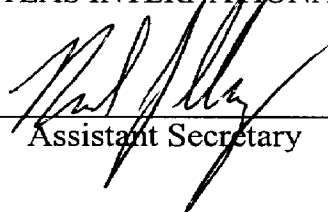
NOW, THEREFORE, Assignor, for and in consideration of One Dollar (\$1.00) cash in hand paid to it and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, ASSIGN and CONVEY unto Assignee all its right, title, and interest throughout the world in and to:

1. Said Trademark, together with that part of the goodwill of the business symbolized by said Trademark;
2. The registration or application for the Trademark therefor, together with that part of the goodwill of the business symbolized by said Trademark;
3. All rights of action on account of past, present and future unauthorized use of said Trademark and for infringement of said Trademark and like protection;

EXECUTED on the date indicated below opposite my signature.

WESTERN ATLAS INTERNATIONAL, INC.

DATE: 12/11/01

By: 
Assistant Secretary

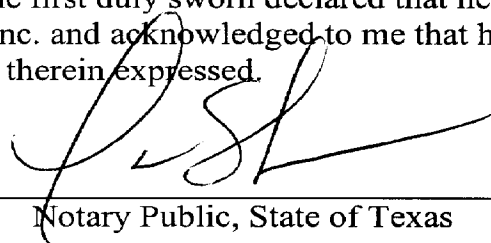
THE STATE OF TEXAS

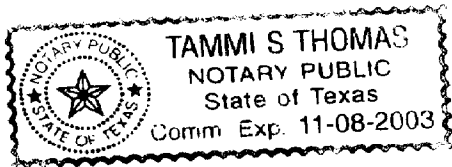
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COUNTY OF HARRIS

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(Notary Seal)


Notary Public, State of Texas



TRADEMARK ASSIGNMENT

WHEREAS, Western Atlas International, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 3900 Essex Lane, Houston, Texas 77027 (herein called "Assignor"), has adopted and used, and, is the owner of the trademark IVP, Registration No. 2027931, and any and all common law rights thereto (herein "Trademark"); and

WHEREAS, Western GECO Holdings L.L.C., a limited liability corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 10,001 Richmond Ave., Houston, Texas 77042 (herein called "Assignee"), is desirous of acquiring and Assignor is desirous of assigning to Assignee all right, title and interest in said Trademark and the registration or application therefor, including the goodwill associated with the Trademark;

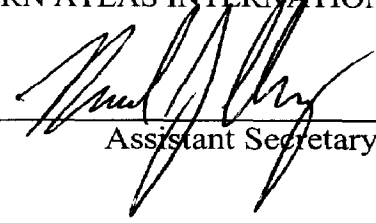
NOW, THEREFORE, Assignor, for and in consideration of One Dollar (\$1.00) cash in hand paid to it and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, ASSIGN and CONVEY unto Assignee all its right, title, and interest throughout the world in and to:

1. Said Trademark, together with that part of the goodwill of the business symbolized by said Trademark;
2. The registration or application for the Trademark therefor, together with that part of the goodwill of the business symbolized by said Trademark;
3. All rights of action on account of past, present and future unauthorized use of said Trademark and for infringement of said Trademark and like protection;

EXECUTED on the date indicated below opposite my signature.

WESTERN ATLAS INTERNATIONAL, INC.

DATE: 12/11/01

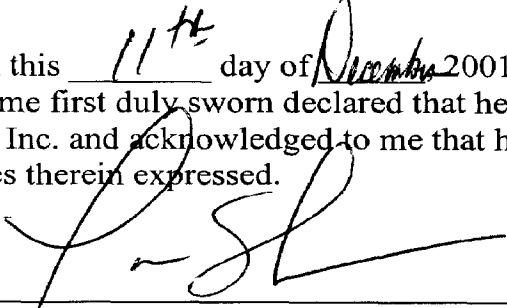
By: 
Assistant Secretary

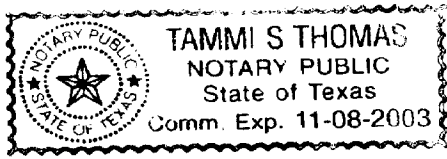
THE STATE OF TEXAS
COUNTY OF HARRIS

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(Notary Seal)


Notary Public, State of Texas



TRADEMARK ASSIGNMENT

WHEREAS, Western Atlas International, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 3900 Essex Lane, Houston, Texas 77027 (herein called "Assignor"), has adopted and used, and, is the owner of the trademark LITHOSEIS Registration No. 1947169, and any and all common law rights thereto (herein "Trademark"); and

WHEREAS, Western GECO Holdings L.L.C., a limited liability corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 10,001 Richmond Ave., Houston, Texas 77042 (herein called "Assignee"), is desirous of acquiring and Assignor is desirous of assigning to Assignee all right, title and interest in said Trademark and the registration or application therefor, including the goodwill associated with the Trademark;

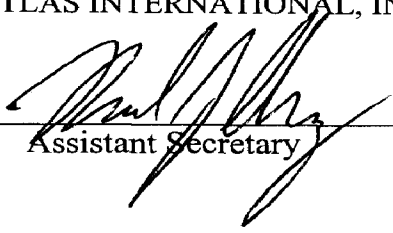
NOW, THEREFORE, Assignor, for and in consideration of One Dollar (\$1.00) cash in hand paid to it and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, ASSIGN and CONVEY unto Assignee all its right, title, and interest throughout the world in and to:

1. Said Trademark, together with that part of the goodwill of the business symbolized by said Trademark;
2. The registration or application for the Trademark therefor, together with that part of the goodwill of the business symbolized by said Trademark;
3. All rights of action on account of past, present and future unauthorized use of said Trademark and for infringement of said Trademark and like protection;

EXECUTED on the date indicated below opposite my signature.

WESTERN ATLAS INTERNATIONAL, INC.

DATE: 12/11/01

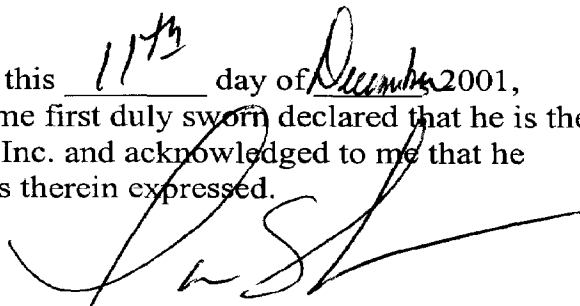
By: 
Assistant Secretary

THE STATE OF TEXAS
COUNTY OF HARRIS

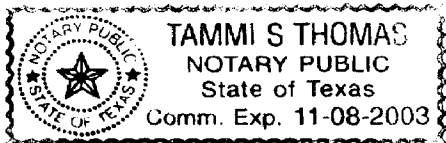
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Assistant Secretary of Western Atlas International, Inc. and acknowledged to me that he
executed the foregoing Assignment for the purposes therein expressed.

(Notary Seal)



Notary Public, State of Texas



TRADEMARK ASSIGNMENT

WHEREAS, Western Atlas International, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 3900 Essex Lane, Houston, Texas 77027 (herein called "Assignor"), has adopted and used, and, is the owner of the trademark MISER Registration No. 1054549, and any and all common law rights thereto (herein "Trademark"); and

WHEREAS, Western GECO Holdings L.L.C., a limited liability corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 10,001 Richmond Ave., Houston, Texas 77042 (herein called "Assignee"), is desirous of acquiring and Assignor is desirous of assigning to Assignee all right, title and interest in said Trademark and the registration or application therefor, including the goodwill associated with the Trademark;

NOW, THEREFORE, Assignor, for and in consideration of One Dollar (\$1.00) cash in hand paid to it and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, ASSIGN and CONVEY unto Assignee all its right, title, and interest throughout the world in and to:

1. Said Trademark, together with that part of the goodwill of the business symbolized by said Trademark;
2. The registration or application for the Trademark therefor, together with that part of the goodwill of the business symbolized by said Trademark;
3. All rights of action on account of past, present and future unauthorized use of said Trademark and for infringement of said Trademark and like protection;

EXECUTED on the date indicated below opposite my signature.

WESTERN ATLAS INTERNATIONAL, INC.

DATE: 12/11/01

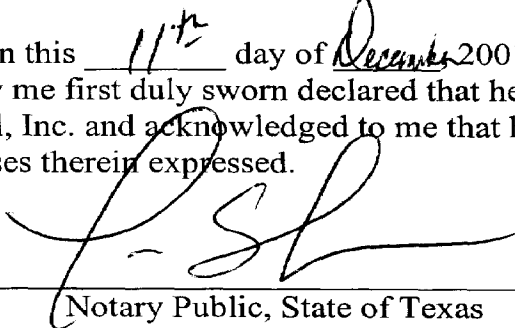
By: 
Assistant Secretary

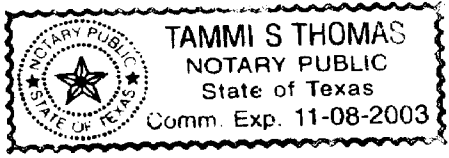
THE STATE OF TEXAS
COUNTY OF HARRIS

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Before me, the undersigned authority, on this 11th day of December 2001, personally appeared Daniel Churay, who being by me first duly sworn declared that he is the Assistant Secretary of Western Atlas International, Inc. and acknowledged to me that he executed the foregoing Assignment for the purposes therein expressed.

(Notary Seal)


Notary Public, State of Texas



TRADEMARK ASSIGNMENT

WHEREAS, Western Atlas International, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 3900 Essex Lane, Houston, Texas 77027 (herein called "Assignor"), has adopted and used, and, is the owner of the trademark OMEGA (STYLIZED/GREEK SYMBOL) Registration No. 1850245, and any and all common law rights thereto (herein "Trademark"); and

WHEREAS, Western GECO Holdings L.L.C., a limited liability corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 10,001 Richmond Ave., Houston, Texas 77042 (herein called "Assignee"), is desirous of acquiring and Assignor is desirous of assigning to Assignee all right, title and interest in said Trademark and the registration or application therefor, including the goodwill associated with the Trademark;

NOW, THEREFORE, Assignor, for and in consideration of One Dollar (\$1.00) cash in hand paid to it and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, ASSIGN and CONVEY unto Assignee all its right, title, and interest throughout the world in and to:

1. Said Trademark, together with that part of the goodwill of the business symbolized by said Trademark;
2. The registration or application for the Trademark therefor, together with that part of the goodwill of the business symbolized by said Trademark;
3. All rights of action on account of past, present and future unauthorized use of said Trademark and for infringement of said Trademark and like protection;

EXECUTED on the date indicated below opposite my signature.

OMEGA (STYLIZED
GREEK SYMBOL)
598-19021-US

WESTERN ATLAS INTERNATIONAL, INC.

DATE: 12/11/01

By: *[Signature]*
Assistant Secretary

THE STATE OF TEXAS

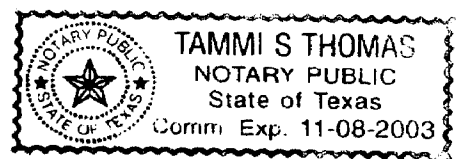
COUNTY OF HARRIS

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Before me, the undersigned authority, on this 11th day of December 2001,
personally appeared Daniel Churay, who being by me first duly sworn declared that he is the
Assistant Secretary of Western Atlas International, Inc. and acknowledged to me that he
executed the foregoing Assignment for the purposes therein expressed.

(Notary Seal)

[Signature]
Notary Public, State of Texas



TRADEMARK ASSIGNMENT

WHEREAS, Western Atlas International, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 3900 Essex Lane, Houston, Texas 77027 (herein called "Assignor"), has adopted and used, and, is the owner of the trademark OMEGA (STYLIZED) Registration No. 1850244, and any and all common law rights thereto (herein "Trademark"); and

WHEREAS, Western GECO Holdings L.L.C., a limited liability corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 10,001 Richmond Ave., Houston, Texas 77042 (herein called "Assignee"), is desirous of acquiring and Assignor is desirous of assigning to Assignee all right, title and interest in said Trademark and the registration or application therefor, including the goodwill associated with the Trademark;

NOW, THEREFORE, Assignor, for and in consideration of One Dollar (\$1.00) cash in hand paid to it and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, ASSIGN and CONVEY unto Assignee all its right, title, and interest throughout the world in and to:

1. Said Trademark, together with that part of the goodwill of the business symbolized by said Trademark;
2. The registration or application for the Trademark therefor, together with that part of the goodwill of the business symbolized by said Trademark;
3. All rights of action on account of past, present and future unauthorized use of said Trademark and for infringement of said Trademark and like protection;

EXECUTED on the date indicated below opposite my signature.

WESTERN ATLAS INTERNATIONAL, INC.

DATE: 12/11/01

By: *[Signature]*
Assistant Secretary

THE STATE OF TEXAS

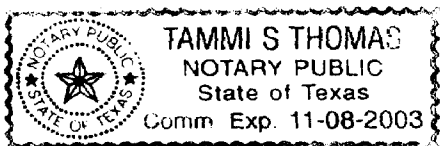
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COUNTY OF HARRIS

Before me, the undersigned authority, on this 11th day of December 2001,
personally appeared Daniel Churay, who being by me first duly sworn declared that he is the
Assistant Secretary of Western Atlas International, Inc. and acknowledged to me that he
executed the foregoing Assignment for the purposes therein expressed.

(Notary Seal)

[Signature]
Notary Public, State of Texas



TRADEMARK ASSIGNMENT

WHEREAS, Western Atlas International, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 3900 Essex Lane, Houston, Texas 77027 (herein called "Assignor"), has adopted and used, and, is the owner of the trademark PYRAMID Registration No. 2213154, and any and all common law rights thereto (herein "Trademark"); and

WHEREAS, Western GECO Holdings L.L.C., a limited liability corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 10,001 Richmond Ave., Houston, Texas 77042 (herein called "Assignee"), is desirous of acquiring and Assignor is desirous of assigning to Assignee all right, title and interest in said Trademark and the registration or application therefor, including the goodwill associated with the Trademark;

NOW, THEREFORE, Assignor, for and in consideration of One Dollar (\$1.00) cash in hand paid to it and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, ASSIGN and CONVEY unto Assignee all its right, title, and interest throughout the world in and to:

1. Said Trademark, together with that part of the goodwill of the business symbolized by said Trademark;
2. The registration or application for the Trademark therefor, together with that part of the goodwill of the business symbolized by said Trademark;
3. All rights of action on account of past, present and future unauthorized use of said Trademark and for infringement of said Trademark and like protection;

EXECUTED on the date indicated below opposite my signature.

WESTERN ATLAS INTERNATIONAL, INC.

DATE: 12/11/01

By: *[Signature]*
Assistant Secretary

THE STATE OF TEXAS

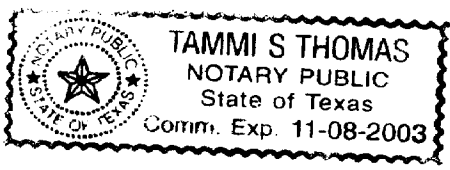
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COUNTY OF HARRIS

Before me, the undersigned authority, on this 11th day of December 2001,
personally appeared Daniel Churay, who being by me first duly sworn declared that he is the
Assistant Secretary of Western Atlas International, Inc. and acknowledged to me that he
executed the foregoing Assignment for the purposes therein expressed.

(Notary Seal)

[Signature]
Notary Public, State of Texas



TRADEMARK ASSIGNMENT

WHEREAS, Western Atlas International, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 3900 Essex Lane, Houston, Texas 77027 (herein called "Assignor"), has adopted and used, and, is the owner of the trademark PYRAVIEW Registration No. 2213155, and any and all common law rights thereto (herein "Trademark"); and

WHEREAS, Western GECO Holdings L.L.C., a limited liability corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 10,001 Richmond Ave., Houston, Texas 77042 (herein called "Assignee"), is desirous of acquiring and Assignor is desirous of assigning to Assignee all right, title and interest in said Trademark and the registration or application therefor, including the goodwill associated with the Trademark;

NOW, THEREFORE, Assignor, for and in consideration of One Dollar (\$1.00) cash in hand paid to it and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, ASSIGN and CONVEY unto Assignee all its right, title, and interest throughout the world in and to:

1. Said Trademark, together with that part of the goodwill of the business symbolized by said Trademark;
2. The registration or application for the Trademark therefor, together with that part of the goodwill of the business symbolized by said Trademark;
3. All rights of action on account of past, present and future unauthorized use of said Trademark and for infringement of said Trademark and like protection;

EXECUTED on the date indicated below opposite my signature.

WESTERN ATLAS INTERNATIONAL, INC.

DATE: 12/11/01

By: *[Signature]*
Assistant Secretary

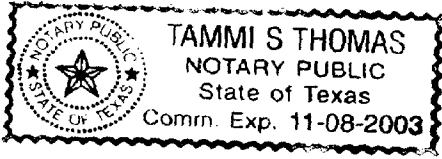
THE STATE OF TEXAS
COUNTY OF HARRIS

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Before me, the undersigned authority, on this 11th day of December 2001,
personally appeared Daniel Churay, who being by me first duly sworn declared that he is the
Assistant Secretary of Western Atlas International, Inc. and acknowledged to me that he
executed the foregoing Assignment for the purposes therein expressed.

(Notary Seal)

[Signature]
Notary Public, State of Texas



QVIEW
598-19201-US
2449597
675/508997

TRADEMARK ASSIGNMENT

WHEREAS, Western Atlas International, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 3900 Essex Lane, Houston, Texas 77027 (herein called "Assignor"), has adopted and used, and, is the owner of the trademark QVIEW Registration No. 24495¹/97, and any and all common law rights thereto (herein "Trademark"); and

WHEREAS, Western GECO Holdings L.L.C., a limited liability corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 10,001 Richmond Ave., Houston, Texas 77042 (herein called "Assignee"), is desirous of acquiring and Assignor is desirous of assigning to Assignee all right, title and interest in said Trademark and the registration or application therefor, including the goodwill associated with the Trademark;

NOW, THEREFORE, Assignor, for and in consideration of One Dollar (\$1.00) cash in hand paid to it and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, ASSIGN and CONVEY unto Assignee all its right, title, and interest throughout the world in and to:

1. Said Trademark, together with that part of the goodwill of the business symbolized by said Trademark;
2. The registration or application for the Trademark therefor, together with that part of the goodwill of the business symbolized by said Trademark;
3. All rights of action on account of past, present and future unauthorized use of said Trademark and for infringement of said Trademark and like protection;

EXECUTED on the date indicated below opposite my signature.

QUITE
598-19201-US
2449597
751508997

WESTERN ATLAS INTERNATIONAL, INC.

DATE: 12/11/01

By: *[Signature]*
Assistant Secretary

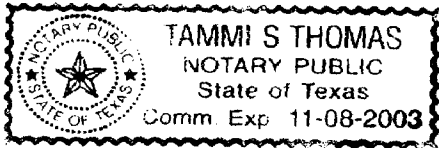
THE STATE OF TEXAS
COUNTY OF HARRIS

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(Notary Seal)

[Signature]
Notary Public, State of Texas



TRADEMARK ASSIGNMENT

WHEREAS, Western Atlas International, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 3900 Essex Lane, Houston, Texas 77027 (herein called "Assignor"), has adopted and used, and, is the owner of the trademark SARGAS Registration No. 1974081, and any and all common law rights thereto (herein "Trademark"); and

WHEREAS, Western GECO Holdings L.L.C., a limited liability corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 10,001 Richmond Ave., Houston, Texas 77042 (herein called "Assignee"), is desirous of acquiring and Assignor is desirous of assigning to Assignee all right, title and interest in said Trademark and the registration or application therefor, including the goodwill associated with the Trademark;

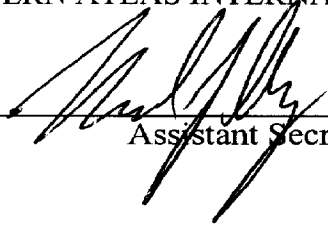
NOW, THEREFORE, Assignor, for and in consideration of One Dollar (\$1.00) cash in hand paid to it and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, ASSIGN and CONVEY unto Assignee all its right, title, and interest throughout the world in and to:

1. Said Trademark, together with that part of the goodwill of the business symbolized by said Trademark;
2. The registration or application for the Trademark therefor, together with that part of the goodwill of the business symbolized by said Trademark;
3. All rights of action on account of past, present and future unauthorized use of said Trademark and for infringement of said Trademark and like protection;

EXECUTED on the date indicated below opposite my signature.

WESTERN ATLAS INTERNATIONAL, INC.

DATE: 12/11/01

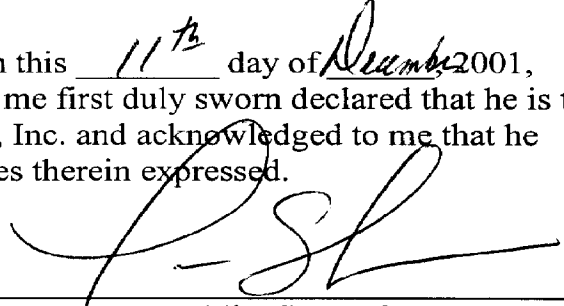
By: 
Assistant Secretary

THE STATE OF TEXAS
COUNTY OF HARRIS

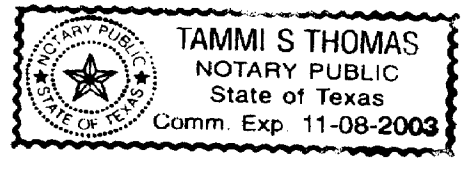
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(Notary Seal)



Notary Public, State of Texas



TRADEMARK ASSIGNMENT

WHEREAS, Western Atlas International, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 3900 Essex Lane, Houston, Texas 77027 (herein called "Assignor"), has adopted and used, and, is the owner of the trademark SEISVIEW Registration No. 2281891, and any and all common law rights thereto (herein "Trademark"); and

WHEREAS, Western GECO Holdings L.L.C., a limited liability corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 10,001 Richmond Ave., Houston, Texas 77042 (herein called "Assignee"), is desirous of acquiring and Assignor is desirous of assigning to Assignee all right, title and interest in said Trademark and the registration or application therefor, including the goodwill associated with the Trademark;

NOW, THEREFORE, Assignor, for and in consideration of One Dollar (\$1.00) cash in hand paid to it and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, ASSIGN and CONVEY unto Assignee all its right, title, and interest throughout the world in and to:

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2. The registration or application for the Trademark therefor, together with that part of the goodwill of the business symbolized by said Trademark;
3. All rights of action on account of past, present and future unauthorized use of said Trademark and for infringement of said Trademark and like protection;

EXECUTED on the date indicated below opposite my signature.

WESTERN ATLAS INTERNATIONAL, INC.

DATE: 12/11/01

By: *[Signature]*
Assistant Secretary

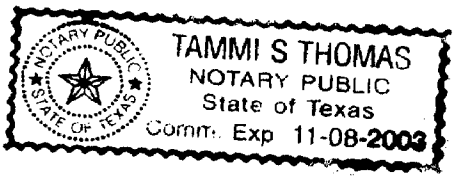
THE STATE OF TEXAS
COUNTY OF HARRIS

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executed the foregoing Assignment for the purposes therein expressed.

(Notary Seal)

[Signature]
Notary Public, State of Texas



TRADEMARK ASSIGNMENT

WHEREAS, Western Atlas International, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 3900 Essex Lane, Houston, Texas 77027 (herein called "Assignor"), has adopted and used, and, is the owner of the trademark SLIM Registration No. 1411756, and any and all common law rights thereto (herein "Trademark"); and

WHEREAS, Western GECO Holdings L.L.C., a limited liability corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 10,001 Richmond Ave., Houston, Texas 77042 (herein called "Assignee"), is desirous of acquiring and Assignor is desirous of assigning to Assignee all right, title and interest in said Trademark and the registration or application therefor, including the goodwill associated with the Trademark;

NOW, THEREFORE, Assignor, for and in consideration of One Dollar (\$1.00) cash in hand paid to it and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, ASSIGN and CONVEY unto Assignee all its right, title, and interest throughout the world in and to:

1. Said Trademark, together with that part of the goodwill of the business symbolized by said Trademark;
2. The registration or application for the Trademark therefor, together with that part of the goodwill of the business symbolized by said Trademark;
3. All rights of action on account of past, present and future unauthorized use of said Trademark and for infringement of said Trademark and like protection;

EXECUTED on the date indicated below opposite my signature.

54m
598-19108-43

WESTERN ATLAS INTERNATIONAL, INC.

DATE: 12/11/01

By: *[Signature]*
Assistant Secretary

THE STATE OF TEXAS

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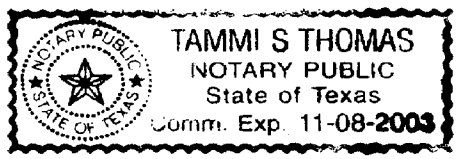
COUNTY OF HARRIS

Before me, the undersigned authority, on this 11th day of December 2001, personally appeared Daniel Churay, who being by me first duly sworn declared that he is the Assistant Secretary of Western Atlas International, Inc. and acknowledged to me that he executed the foregoing Assignment for the purposes therein expressed.

(Notary Seal)

[Signature]

Notary Public, State of Texas



TRADEMARK ASSIGNMENT

WHEREAS, Western Atlas International, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 3900 Essex Lane, Houston, Texas 77027 (herein called "Assignor"), has adopted and used, and, is the owner of the trademark TURBO BUFFERS Registration No. 2196410, and any and all common law rights thereto (herein "Trademark"); and

WHEREAS, Western GECO Holdings L.L.C., a limited liability corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 10,001 Richmond Ave., Houston, Texas 77042 (herein called "Assignee"), is desirous of acquiring and Assignor is desirous of assigning to Assignee all right, title and interest in said Trademark and the registration or application therefor, including the goodwill associated with the Trademark;

NOW, THEREFORE, Assignor, for and in consideration of One Dollar (\$1.00) cash in hand paid to it and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, ASSIGN and CONVEY unto Assignee all its right, title, and interest throughout the world in and to:

1. Said Trademark, together with that part of the goodwill of the business symbolized by said Trademark;
2. The registration or application for the Trademark therefor, together with that part of the goodwill of the business symbolized by said Trademark;
3. All rights of action on account of past, present and future unauthorized use of said Trademark and for infringement of said Trademark and like protection;

EXECUTED on the date indicated below opposite my signature.

TURBO BUFFERS
598-19150-43

WESTERN ATLAS INTERNATIONAL, INC.

DATE: 12/11/01

By: *[Signature]*
Assistant Secretary

THE STATE OF TEXAS

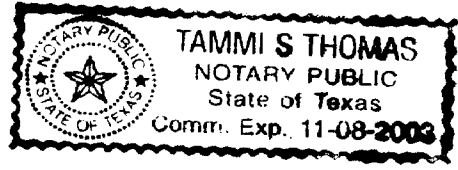
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COUNTY OF HARRIS

Before me, the undersigned authority, on this 11th day of December 2001,
personally appeared Daniel Churay, who being by me first duly sworn declared that he is the
Assistant Secretary of Western Atlas International, Inc. and acknowledged to me that he
executed the foregoing Assignment for the purposes therein expressed.

(Notary Seal)

[Signature]
Notary Public, State of Texas



TRADEMARK ASSIGNMENT

WHEREAS, Western Atlas International, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 3900 Essex Lane, Houston, Texas 77027 (herein called "Assignor"), has adopted and used, and, is the owner of the trademark UNAVCHK Registration No. 1980346, and any and all common law rights thereto (herein "Trademark"); and

WHEREAS, Western GECO Holdings L.L.C., a limited liability corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 10,001 Richmond Ave., Houston, Texas 77042 (herein called "Assignee"), is desirous of acquiring and Assignor is desirous of assigning to Assignee all right, title and interest in said Trademark and the registration or application therefor, including the goodwill associated with the Trademark;

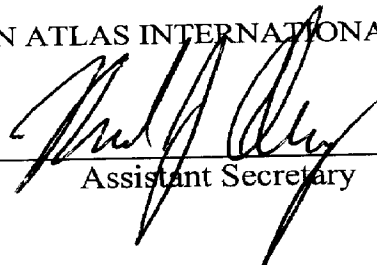
NOW, THEREFORE, Assignor, for and in consideration of One Dollar (\$1.00) cash in hand paid to it and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, ASSIGN and CONVEY unto Assignee all its right, title, and interest throughout the world in and to:

1. Said Trademark, together with that part of the goodwill of the business symbolized by said Trademark;
2. The registration or application for the Trademark therefor, together with that part of the goodwill of the business symbolized by said Trademark;
3. All rights of action on account of past, present and future unauthorized use of said Trademark and for infringement of said Trademark and like protection;

EXECUTED on the date indicated below opposite my signature.

WESTERN ATLAS INTERNATIONAL, INC.

DATE: 12/11/01

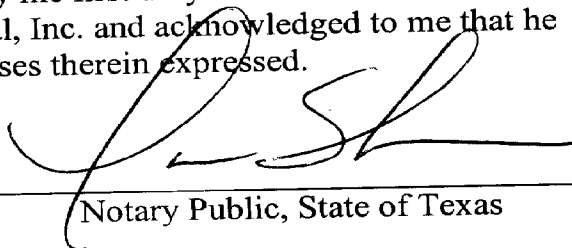
By: 
Assistant Secretary

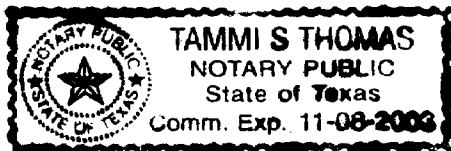
THE STATE OF TEXAS
COUNTY OF HARRIS

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Before me, the undersigned authority, on this 11th day of December 2001,
personally appeared Daniel Churay, who being by me first duly sworn declared that he is the
Assistant Secretary of Western Atlas International, Inc. and acknowledged to me that he
executed the foregoing Assignment for the purposes therein expressed.

(Notary Seal)


Notary Public, State of Texas



TRADEMARK ASSIGNMENT

WHEREAS, Western Atlas International, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 3900 Essex Lane, Houston, Texas 77027 (herein called "Assignor"), has adopted and used, and, is the owner of the trademark WESTERN GEOPHYSICAL Registration No. 2312811, and any and all common law rights thereto (herein "Trademark"); and

WHEREAS, Western GECO Holdings L.L.C., a limited liability corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 10,001 Richmond Ave., Houston, Texas 77042 (herein called "Assignee"), is desirous of acquiring and Assignor is desirous of assigning to Assignee all right, title and interest in said Trademark and the registration or application therefor, including the goodwill associated with the Trademark;

NOW, THEREFORE, Assignor, for and in consideration of One Dollar (\$1.00) cash in hand paid to it and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, ASSIGN and CONVEY unto Assignee all its right, title, and interest throughout the world in and to:

1. Said Trademark, together with that part of the goodwill of the business symbolized by said Trademark;
2. The registration or application for the Trademark therefor, together with that part of the goodwill of the business symbolized by said Trademark;
3. All rights of action on account of past, present and future unauthorized use of said Trademark and for infringement of said Trademark and like protection;

EXECUTED on the date indicated below opposite my signature.

WESTERN ATLAS INTERNATIONAL, INC.

DATE: 12/11/01

By: [Signature]
Assistant Secretary

THE STATE OF TEXAS

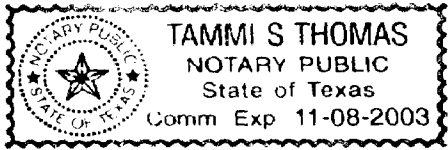
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COUNTY OF HARRIS

Before me, the undersigned authority, on this 11th day of December 2001,
personally appeared Daniel Churay, who being by me first duly sworn declared that he is the
Assistant Secretary of Western Atlas International, Inc. and acknowledged to me that he
executed the foregoing Assignment for the purposes therein expressed.

(Notary Seal)

[Signature]
Notary Public, State of Texas

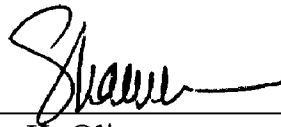


CORPORATE SECRETARY CERTIFICATION

I, Shana K. Oliver, the undersigned, in my capacity as Assistant Secretary of WesternGeco L.L.C., a Delaware Limited Liability Company, do hereby certify the attached to be a true and correct copy of the Master Formation Agreement pages 1, 53 and 54, the signature pages, and Schedule 5.18(a)(ii) pages 1-6 to the Master Formation Agreement dated September 6, 2000, between Baker Hughes Incorporated and Schlumberger Limited.

I further certify that also attached is a true and correct copy of the name change documents of WesternGeco L.L.C. filed with the Secretary of State of Delaware.

Executed this 19 th day of March, 2002, at Houston, Texas, U.S.A.



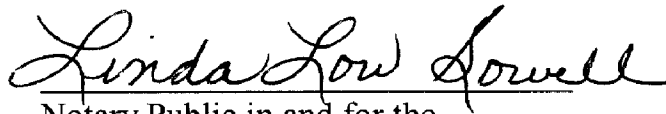
Shana K. Oliver
Assistant Secretary

[SEAL]

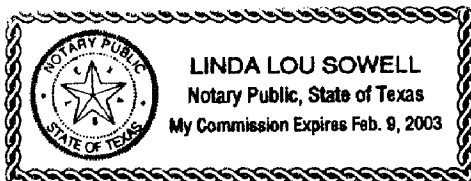
NOTARY ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on March 19, 2002 by Shana K. Oliver, Assistant Secretary of WesternGeco L.L.C., a Delaware Limited Liability Company, on behalf of said company.



Notary Public in and for the
State of Texas

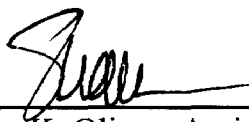


SECRETARY'S CERTIFICATE

The undersigned, Shana K. Oliver, Assistant Secretary of WesternGeco L.L.C., a Delaware Limited Liability Company (the "Company"), DOES HEREBY CERTIFY that:

- 1) She is the duly elected and qualified Assistant Secretary of WesternGeco L.L.C., formerly Geco Holdings L.L.C., and that as such she has access to the books and records of said Company.
- 2) On the 6th day of September, 2000, Baker Hughes Incorporated and Schlumberger Limited entered into a Master Formation Agreement providing for the establishment of, among others, a U.S. joint venture entity, Geco Holdings L.L.C., effective as of November 30, 2000.
- 3) The following documents were filed with the Delaware Secretary of State: a Certificate of Formation for Geco Holdings L.L.C. on September 18, 2000; a Certificate of Amendment changing its name from "Geco Holdings L.L.C." to "Western Geco Holdings L.L.C." on December 8, 2000; a Certificate of Amendment changing its name from "Western Geco Holdings L.L.C." to "WesternGeco L.L.C." on January 1, 2001.
- 4) Article 5.18 of the Master Formation Agreement provided for the transfer of certain intellectual property, as listed on the attached Schedule 5.18, from Baker Hughes Incorporated to the new joint venture entity.

IN WITNESS WHEREOF, the undersigned has hereunto affixed her signature and the corporate seal of WesternGeco L.L.C. on this 19 th day of March, 2002.

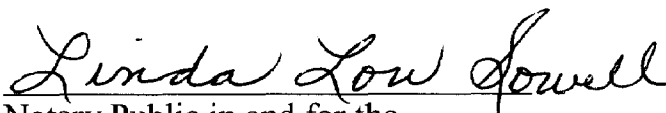
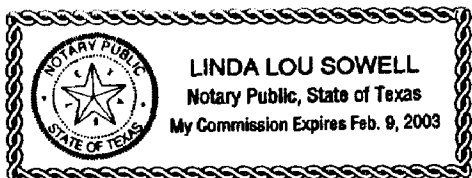


Shana K. Oliver, Assistant Secretary

NOTARY ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on March 19, 2002 by Shana K. Oliver, Assistant Secretary of WesternGeco L.L.C., a Delaware Limited Liability Company, on behalf of said company.



Notary Public in and for the
State of Texas

MASTER FORMATION AGREEMENT

This Master Formation Agreement (as may be supplemented or amended in accordance with the provisions hereof, this "**Agreement**"), dated as of September 6, 2000, is by and among Schlumberger Limited, a Netherlands Antilles corporation ("**Schlumberger**"), Schlumberger Oilfield Holdings Limited, a British Virgin Islands company wholly owned by Schlumberger ("**SOHL**"), Schlumberger Plc, a United Kingdom limited liability company wholly owned by Schlumberger ("**SPLC**"), Schlumberger B.V., a Netherlands limited liability company wholly owned by Schlumberger ("**SLBV**"), Schlumberger Technology Corporation, a Texas corporation wholly owned by Schlumberger ("**STC**"), and Baker Hughes Incorporated, a Delaware corporation ("**Baker Hughes**").

Schlumberger, SOHL, SPLC, SLBV, STC and Baker Hughes, in each case acting where necessary through various subsidiaries, wish to combine their respective Seismic Businesses (as defined below) into the following entities:

(a) a limited liability company to be formed under the laws of the State of Delaware ("**US Venture Entity**"), which will hold the U.S. portions of such businesses and will be owned 70% by STC or an Affiliate of STC and 30% by Baker Hughes or an Affiliate of Baker Hughes;

(b) Geco-Prakla (UK) Limited, a United Kingdom company ("**UK Venture Entity**"), which will hold the U.K. portions of such businesses and will be owned 70% by SPLC and 30% by an Affiliate of Baker Hughes;

(c) Delft Geophysical B.V., a Netherlands company ("**Dutch Venture Entity**"), which will hold the non-U.S. and non-U.K. portions of such businesses located in the Dutch Countries (as defined below) and will be owned 70% by SLBV and 30% by an Affiliate of Baker Hughes; and

(d) Schlumberger Seismic Holdings Limited, a British Virgin Islands company ("**BVI Venture Entity**"), which will hold the remaining non-U.S. and non-U.K. portions of such businesses and will be owned 70% by SOHL and 30% by one or more Affiliates of Baker Hughes.

Accordingly, in consideration of the premises and the mutual covenants of the parties set forth herein and upon the terms and subject to the conditions set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1. DEFINITIONS AND GENERAL

1.1 Definitions. The capitalized terms defined in this Section 1.1, whenever used in this Agreement, shall have the following meanings for all purposes of this Agreement:

"**Adjustment Amount**" has the meaning given such term in Section 3.10(c).

(f) any Guarantee (other than any indemnification Contract) with respect to which Baker Hughes or any of its Affiliates is the obligor in respect of an obligation that exceeds US\$100,000;

(g) any indemnification Contract with respect to which Baker Hughes or any of its Affiliates is the obligor (including in connection with the sale of assets) that was made outside the ordinary course of business;

(h) any Contract or consent decree which imposes or could by its terms impose any material restrictions on the Venture Entities with respect to their geographical areas of operations or scope or type of business;

(i) any Contract involving swaps, futures, derivatives or similar instruments, regardless of value, except such Contracts entered into as a hedging activity in the ordinary course of business consistent with Baker Hughes' past practice and internal policy guidelines;

(j) any collective bargaining agreement;

(k) any Contract pursuant to which a Governmental Authority is providing tax abatements or other similar economic incentives in connection with the Baker Hughes Seismic Business;

(l) any seismic data processing software license agreement which is material to the Baker Hughes Seismic Business;

(m) any material Contract between Baker Hughes or one of its Affiliates and another Affiliate relating to the Baker Hughes Seismic Business; or

(n) any Contract not otherwise specified in paragraphs (a) through (m) above that is material to the Baker Hughes Seismic Business, taken as a whole.

Baker Hughes and its Affiliates have duly performed and complied in all material respects with their respective obligations under each Baker Hughes Material Contract. None of Baker Hughes or any of its Affiliates has received any notice of termination or default from any other party to such Baker Hughes Material Contract. To the knowledge of Baker Hughes, no other party to such Baker Hughes Material Contract is in default of its obligations thereunder. Each such Baker Hughes Material Contract may be assigned to the Venture Entities without the consent of any other party thereto.

5.18 Proprietary Rights.

(a) Schedule 5.18(a) to the Baker Hughes Disclosure Letter sets forth a correct and complete list of the following items of Intellectual Property used or held for use primarily in or related primarily to and, in each case, material to the operation or conduct of the Baker Hughes Seismic Business (collectively, the "**Baker Hughes Proprietary Rights**"): (i) patents and patent

applications; (ii) trademarks, trade names and service marks; (iii) registered copyrights; and (iv) documented invention disclosures, in each case whether registered or unregistered, and U.S. or non-U.S.

(b) (i) Baker Hughes or its Affiliates own or possess adequate licenses or other valid rights to use all the Baker Hughes Proprietary Rights; (ii) the Baker Hughes Proprietary Rights included in the Baker Hughes Transferred Assets, together with the Baker Hughes Retained IP, constitute all such rights necessary to conduct the Baker Hughes Seismic Business in substantially the same manner as it is presently being conducted; (iii) the validity of the Baker Hughes Proprietary Rights and the rights therein of Baker Hughes or any of its Affiliates have not been questioned in any litigation to which Baker Hughes or any of its Affiliates is a party, nor, to the knowledge of Baker Hughes, is any such litigation threatened; (iv) to the knowledge of Baker Hughes, the conduct of the Baker Hughes Seismic Business does not conflict with any Intellectual Property of others; and (v) the consummation of the transactions contemplated hereby will not conflict with, alter or impair any Baker Hughes Proprietary Rights.

(c) To Baker Hughes' knowledge, no use of any Baker Hughes Proprietary Rights has heretofore been, or is now being, made by any Person other than Baker Hughes and its Affiliates, and no infringement of any Baker Hughes Proprietary Rights has occurred or is continuing. No director or officer of Baker Hughes has any ownership interest in any of the Baker Hughes Proprietary Rights.

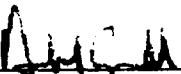
5.19 Employee Benefit Matters.

(a) Copies of Documents. Baker Hughes has furnished to Schlumberger true and complete copies of the following items relating to each Baker Hughes Benefit Plan: (i) the governing plan documents, including all amendments thereto; (ii) the most recent summary plan description and summary of material modifications; (iii) the most recent Form 5500 Annual Report filed with the IRS, together with attachments thereto or similar reports filed in non-U.S. jurisdictions; and (iv) if applicable, the most recent actuarial report.

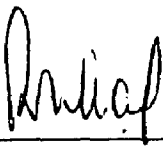
(b) Pension Plans. No Baker Hughes Benefit Plan that is a Pension Benefit Plan has an accumulated or waived funding deficiency within the meaning of Section 412 of the Code, and no liability (including contingent liability) has been incurred, directly or indirectly, to or on account of any such Pension Benefit Plan pursuant to Title IV of ERISA (excluding liability for benefit Claims and funding obligations payable in the ordinary course of business and liability for PBGC insurance premiums payable in the ordinary course of business) and the present value of the liabilities accrued thereunder, as of the most recent valuation date determined on an accumulated benefit obligation basis pursuant to Statement of Financial Accounting Standards No. 87, did not exceed the fair market value of the assets held in trust thereunder as of such date. No proceedings have been instituted to terminate any Baker Hughes Benefit Plan that is a Pension Benefit Plan, and no condition exists that presents a risk to Baker Hughes or any ERISA Affiliate of Baker Hughes of incurring a liability to or on account of a Pension Benefit Plan pursuant to Title IV of ERISA (excluding liability for benefit Claims and funding obligations payable in the ordinary course of

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement as of the date first above written.

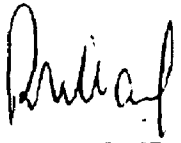
SCHLUMBERGER LIMITED

By: 
Andrew Gould
Executive Vice President
Oilfield Services

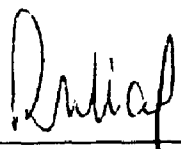
SCHLUMBERGER OILFIELD HOLDINGS LIMITED

By: 
Robert Villard
Attorney-in-Fact

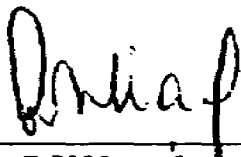
SCHLUMBERGER PLC

By: 
Robert Villard
Attorney-in-Fact

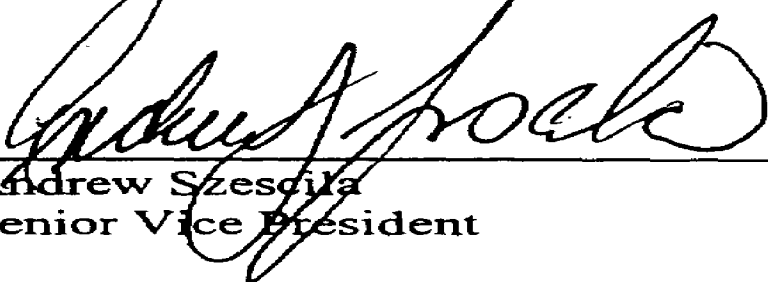
SCHLUMBERGER B.V.

By: 
Robert Villard
Attorney-in-Fact

SCHLUMBERGER TECHNOLOGY CORPORATION

By: 
Robert Villard
Attorney-in-Fact

BAKER HUGHES INCORPORATED

By: 
Andrew Szescila
Senior Vice President

SCHEDULE 5.18(a)(ii)

SCHEDULE 5.18(a)(ii)

WESTERN GEOPHYSICAL – TRADEMARKS and SERVICE MARKS

Page 1

Trademark	Country	Case Number	Owner	Status
AIMS	United States of America	588-18821	WESGEO	NOT REGISTERED
AMS	United States of America	588-18825	WESGEO	NOT REGISTERED
AQUASENSE	United States of America	598-18826	WESGEO (GEOSOURCE)	REGISTERED
CAPS	United States of America	598-18838	WESGEO	NOT REGISTERED
CRYSTAL	United States of America	598-18868	WESGEO	NOT REGISTERED
DATA-MATE	United States of America	598-18871	WESGEO (LRS)	REGISTERED
DREAM	United States of America	598-18886	WAI (WESGEO)	REGISTERED
DURAPLUG	United States of America	598-19190	WAI (WESGEO)	REGISTERED
EXPEDITOR	United States of America	598-18907	WAI (WESGEO)	REGISTERED
EXPEDITOR	United States of America	598-19202	WAI (WESGEO)	REGISTERED
FLEXQC	United States of America	598-18912	WESGEO	NOT REGISTERED
GALAXY	United States of America	598-18915	WESGEO	NOT REGISTERED
GEMINI	United States of America	598-18916	WESGEO	NOT REGISTERED
GEOGATOR	United States of America	598-18919	WESGEO	NOT REGISTERED
GEOSOURCE	United States of America	598-18924	WAI (WESGEO; GEOSOURCE)	REGISTERED

5519813.5

WESTERN GEOPHYSICAL – Trademarks and Service Marks

Page 2

Trademark	Country	Case Number	Owner	Status
GEOSOURCE & DESIGN	Canada	598-18928	WAI (WESGEO; GEOSOURCE)	REGISTERED
GEOSOURCE & DESIGN	United States of America	598-18923	WAI (WESGEO; GEOSOURCE)	REGISTERED
GEOSOURCE & DESIGN	United States of America	598-18927	WAI (WESGEO; GEOSOURCE)	REGISTERED
GEOSOURCE & DESIGN (RED)	United States of America	598-18926	WAI (WESGEO; GEOSOURCE)	REGISTERED
GEOSOURCE (WORD)	United States of America	598-18925	WAI (WESGEO; GEOSOURCE)	REGISTERED
HUNTER	United States of America	598-18939	WESGEO	NOT REGISTERED
INTECAL	United States of America	598-18945	WESGEO	NOT REGISTERED
INTELOG	United States of America	598-18946	WESGEO	NOT REGISTERED
IVP	United States of America	598-18951	WAI (WESGEO)	REGISTERED
KILOSEIS	United States of America	598-18958	WESGEO (LRS)	REGISTERED
LITHOSEIS	United States of America	598-18961	WAI (WESGEO)	REGISTERED
MACROMETER	Switzerland	598-18973	WESGEO	REGISTERED
MACROMETER	Italy	598-18970	WESGEO	REGISTERED
MACROMETRY	United States of America	588-18975	WESGEO	NOT REGISTERED
MICROMODELLING	United States of America	598-18989	WESGEO	NOT REGISTERED
MISER	United States of America	598-19005	WAI (WESGEO)	REGISTERED

5519813.5

WESTERN GEOPHYSICAL – Trademarks and Service Marks

Trademark	Country	Case Number	Owner	Status
NAVCHK II	United States of America	598-19010	WESGEO	NOT REGISTERED
OMEGA	United Kingdom	598-19191	WESGEO	PUBLISHED
OMEGA	United States of America	598-19019	WAI (WESGEO)	REGISTERED
OMEGA (STYLIZED)	United States of America	598-19021	WAI (WESGEO)	REGISTERED
OMEGA (STYLIZED/GREEK SYMBOL)	United States of America	598-19020	WAI (WESGEO)	REGISTERED
OMEGA AND DEVICE	United Kingdom	598-19192	WESGEO	PENDING
OMEGAVIEW	United States of America	598-19022	WESGEO	NOT REGISTERED
PARACAT	United States of America	598-19025	WESGEO	NOT REGISTERED
PARSEVAL	United States of America	598-19026	WESGEO	NOT REGISTERED
PC-VSP	United States of America	598-19027	WESGEO	NOT REGISTERED
PYRAMID	United States of America	598-19049	WAI (WESGEO)	REGISTERED
PYRAVIEW	United States of America	598-19048	WAI (WESGEO)	REGISTERED
QUIK CEE	United States of America	588-19051	WESGEO	NOT REGISTERED
QVIEW	United States of America	598-19201	WESGEO	PUBLISHED
RAP	United States of America	598-19057	WESGEO	NOT REGISTERED
SABRE	United States of America	598-19063	WESGEO	NOT REGISTERED

WESTERN GEOPHYSICAL – Trademarks and Service Marks

Page 4

Trademark	Country	Case Number	Owner	Status
SARGAS	United States of America	598-19067	WAI (WESGEO)	REGISTERED
SAWP	United States of America	598-19068	WESGEO	NOT REGISTERED
SEIS-QC	United States of America	598-19080	WESGEO	NOT REGISTERED
SEISBLOCK	United States of America	588-19073	WESGEO	NOT REGISTERED
SEISCELL	United States of America	598-19074	WESGEO	NOT REGISTERED
SEISCROP	United States of America	598-19075	WESGEO	NOT REGISTERED
SEISFLOW	United States of America	598-19076	WESGEO	NOT REGISTERED
SEISPORT	United States of America	598-19079	WAI (WESGEO)	REGISTERED
SEISTAT	United States of America	598-19081	WESGEO	NOT REGISTERED
SEISTEXT	United States of America	598-19082	WESGEO	NOT REGISTERED
SEISVIEW	United States of America	588-19083	WAI (WESGEO)	REGISTERED
SENTRY	United States of America	598-23720	WESGEO	PENDING
SHADCON	United States of America	588-19085	WESGEO	NOT REGISTERED
SLIM	United States of America	588-19108	WAI (WESGEO)	REGISTERED
SMART 3-D	United States of America	588-19111	WAI (WESGEO)	REGISTERED
SWS	United States of America	588-19127	WESGEO	NOT REGISTERED

5519813.5

WESTERN GEOPHYSICAL – Trademarks and Service Marks

Page 5

Trademark	Country	Case Number	Owner	Status
TIPEX	United States of America	588-19133	WESGEO	NOT REGISTERED
TRAC	United States of America	598-19147	WESGEO	NOT REGISTERED
TURBO BUFFERS	United States of America	598-19150	WAI (WESGEO)	REGISTERED
UNAVCHK	United States of America	598-19151	WAI (WESGEO)	REGISTERED
VELAN	United States of America	598-19152	WAI (WESGEO)	REGISTERED
WESTERN GEOPHYSICAL	Canada	598-19178	WESGEO	REGISTERED
WESTERN GEOPHYSICAL	France	598-19179	WESGEO	REGISTERED
WESTERN GEOPHYSICAL	United States of America	588-19180	WAI (WESGEO)	REGISTERED
WESTERN GEOPHYSICAL	Vietnam	598-19181	WESGEO	PENDING
WINS	United States of America	588-19183	WESGEO	NOT REGISTERED
WISDOM I	United States of America	588-19184	WESGEO	NOT REGISTERED
WISDOM II	United States of America	588-19185	WESGEO	NOT REGISTERED

5519813.5

State of Delaware
Office of the Secretary of State

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "WESTERNGECO L.L.C." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE EIGHTEENTH DAY OF SEPTEMBER, A.D. 2000, AT 4:30 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "GECO HOLDINGS L.L.C." TO "WESTERN GECO HOLDINGS L.L.C.", FILED THE EIGHTH DAY OF DECEMBER, A.D. 2000, AT 4 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "WESTERN GECO HOLDINGS L.L.C." TO "WESTERNGECO L.L.C.", FILED THE FIFTH DAY OF JANUARY, A.D. 2001, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1266585

DATE: 07-27-01

3289909 8100H

010365560

TRADEMARK
REEL: 002480 FRAME: 0960

CERTIFICATE OF FORMATION

OF

GECO HOLDINGS L.L.C.

This Certificate of Formation of GECO Holdings L.L.C. (the "Company") is being executed and filed by the undersigned authorized person for the purpose of forming a limited liability company under the Delaware Limited Liability Company Act (6 Del. Code § 18-101 *et seq.*).

Article One

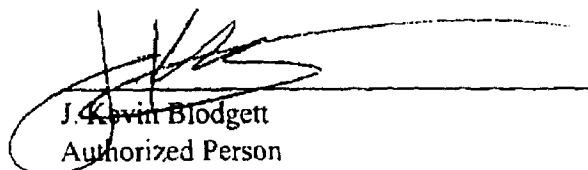
The name of the Delaware limited liability company formed hereby is GECO Holdings L.L.C.

Article Two

The address of the registered office of the Company in the State of Delaware is c/o The Corporation Trust Company, 1209 Orange Street, New Castle County, Wilmington, Delaware 19801, and the name and address of the Company's registered agent for service of process in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, New Castle County, Wilmington, Delaware 19801.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on the 18th day of September, 2000.

AUTHORIZED PERSON


J. Kevin Blodgett
Authorized Person

CERTIFICATE OF AMENDMENT

to the

CERTIFICATE OF FORMATION

of

GECO HOLDINGS L.L.C.

GECO Holdings L.L.C. (the "Company"), a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, hereby adopts this Certificate of Amendment (this "Certificate of Amendment"), which amends its Certificate of Formation (the "Certificate of Formation"), as described below, and does hereby further certify that:

1. The name of the Company is GECO Holdings L.L.C.
2. The Managers of the Company duly adopted resolutions approving and adopting the amendment to the Certificate of Formation this Certificate of Amendment is effecting.
3. This Certificate of Amendment amends the Certificate of Formation so as to change the name of the Company to Western GECO Holdings L.L.C.
4. The Certificate of Formation is hereby amended by deleting Article One thereof and replacing in lieu thereof a new Article One reading in its entirety as follows:

"Article One

The name of this Delaware limited liability company is Western GECO Holdings L.L.C."

EXECUTED this 1st day of December, 2000.

GECO HOLDINGS L.L.C.

By: 

Name: DAVID MEEH
Manager

CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION

OF

Western GECO Holdings L.L.C.

Western GECO Holdings L.L.C. (hereinafter called the "company"), a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, does hereby certify:

1. The name of the limited liability company is Western GECO Holdings L.L.C.
2. The certificate of formation of the company is hereby amended by striking out Articles 1 and 2 thereof and by substituting in lieu of said Articles the following new Articles:

- "1. The name of the limited liability company is WesternGeco L.L.C.
2. The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are National Registered Agents, Inc., 9 East Loockerman Street, Dover, Delaware 19901."

Executed on January 5, 2001

/s/ David Meeh

David Meeh, Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 01/05/2001
010009822 - 3289909

TRADEMARK
REEL: 002480 FRAME: 0963

**DOCUMENT - BETWEEN WESTERN ATLAS INTERNATIONAL, INC.
AND GECO HOLDINGS**

**GENERAL INDENTURE OF CONVEYANCE,
ASSIGNMENT AND ASSUMPTION OF LIABILITIES**

THIS GENERAL INDENTURE OF CONVEYANCE, ASSIGNMENT AND ASSUMPTION OF LIABILITIES (this "Conveyance") dated November 30, 2000 is made by and between Western Atlas International, Inc., a Delaware corporation ("Assignor"), and GECO Holdings L.L.C., a Delaware limited liability company ("Assignee"), in each case acting where necessary through various direct and indirect subsidiaries.

PRELIMINARY STATEMENT

Pursuant to the Master Formation Agreement dated as of September 6, 2000 (the "Master Formation Agreement"; capitalized terms this Assignment uses, but does not define, having the meanings the Master Formation Agreement specifies), by and among Schlumberger Limited, a Netherlands Antilles corporation, Schlumberger Oilfield Holdings Limited, a British Virgin Islands company, Schlumberger Plc, a United Kingdom limited liability company, Schlumberger B.V., a Netherlands limited liability company, Schlumberger Technology Corporation, a Texas corporation, and Baker Hughes Incorporated, a Delaware corporation ("Baker Hughes"), Baker Hughes has agreed to cause Assignor or one or more Baker Hughes Transferring Entities to transfer to Assignee or its direct or indirect subsidiaries, in exchange for the ownership interests described therein, (1) all of the assets of Assignor and its Affiliates that are primarily related to the Seismic Business in the U.S. and within the balance sheet categories listed on Exhibit 2.1(a)-2 of the Master Formation Agreement and (2) all of the non-balance sheet assets and business of Assignor and its U.S. Affiliates that are primarily related to the Seismic Business in the U.S. (the "Transferred Assets"), and Assignee has agreed to assume the liabilities of Assignor and its Affiliates that are primarily related to the Seismic Business in the U.S. and within the balance sheet categories listed on Exhibit 2.1(a)-2 of the Master Formation Agreement (the "Transferred Liabilities"). The Transferred Assets shall specifically exclude (i) the Non-Transferred Baker Hughes Assets, (ii) owned or leased real property and related rights of Assignor, the transfer of which is being effected through separate Transfer Documents and (iii) Baker Hughes Transferred IP relating to the Seismic Business in the United States of America. The Transferred Liabilities shall specifically exclude the liabilities of the Non-Transferred Baker Hughes Business and those liabilities set forth on Exhibit 2.5.2 of the Master Formation Agreement.

NOW, THEREFORE, for and in consideration of the premises set forth above and the agreements contained in this Conveyance and the other Transaction Documents and other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereto hereby agree as follows:

I. Assignor does hereby transfer, grant, sell, convey, assign and deliver all the Transferred Assets TO HAVE AND TO HOLD all and singular the assets, properties and rights hereby transferred, granted, sold, conveyed, assigned and delivered, or so intended to be, unto Assignee and Assignee's successors and assigns forever.

2. (a) Assignor hereby makes the assignment of the Transferred Assets hereunder free and clear of all Liens and other encumbrances, except for the Assumed Liabilities and Permitted Encumbrances.

(b) Nothing herein contained shall be deemed an attempt to assign or transfer or an assignment or transfer of any Contract or Governmental Approval if an assignment or transfer or attempted assignment or transfer of the same without the consent of the other party or parties thereto or the relevant Governmental Authority would constitute a breach or violation thereof, unless and until such consent is obtained.

3. Assignee does hereby assume, effective as of the date hereof, the Transferred Liabilities. Notwithstanding the generality of the foregoing, the Transferred Liabilities will not include any obligations of Assignor under any unassignable Contract or Governmental Approval referred to in Section 2(b) above until such time as that Contract or Governmental Approval is assigned to Assignee. In addition, Assignee is not assuming, and neither this Agreement nor any other Transaction Document will obligate or otherwise require Assignee to pay, perform, discharge or otherwise be responsible for, any debts, liabilities or obligations of Assignor or its Affiliates, whether accrued, absolute, contingent or otherwise, oral or written, disclosed or undisclosed, other than the Transferred Liabilities.

4. Assignor and Assignee hereby covenant and agree to execute, acknowledge and deliver all and every such further assignment, bill of sale and other instrument and to do such further acts as either party reasonably may deem to be necessary or appropriate more fully to assure it and its successors and assigns that this Conveyance has validly assigned and transferred all the Transferred Assets and Transferred Liabilities to Assignee, or to aid and assist Assignee in collecting and reducing to possession any or all of the Transferred Assets, or in connection with the settlement of any Transferred Liabilities to Assignor. In furtherance of the foregoing, Assignor specifically acknowledges that Assignee or its Affiliate shall deliver this Conveyance and the Master Formation Agreement to the appropriate Governmental Authorities to request transfer of title of all rolling and (state-registered) floating stock included in the Transfer Assets immediately following the date hereof.

5. This Conveyance shall, and shall be construed to, effect the full substitution and subrogation of Assignee in and to all of Assignor's rights under all covenants and warranties others heretofore have given or made in respect of the Transferred Assets or any part thereof.

6. Nothing this Conveyance contains shall, or shall be construed to, prejudice the right of Assignee to contest any Claim as fully as Assignor or its stockholders, officers or directors might have done. The parties hereto will use their respective commercially reasonable efforts to cooperate with one another on and after the date hereof in furnishing information and other assistance in connection with any action, proceeding or dispute of any nature with respect to matters relating to the transfer of ownership of the Transferred Assets hereunder. Assignor hereby constitutes and appoints Assignee as the true and lawful attorney-in-fact of Assignor, with full power of substitution, for it and in its name and stead, but on behalf and for the benefit of Assignee: (i) to demand, receive and collect from time to time any and all monies, credits, claims or rights due or to become due relating to the Transferred Assets, and to give receipts and

releases for and in respect of the same or any part thereof; (ii) to institute and prosecute in the name of Assignor, but at the expense and for the benefit of Assignee, any and all proceedings at law, in equity or otherwise which Assignee may deem necessary or proper; (iii) to collect, assert, protect or enforce any claim, right, title, debt, account or interest of any kind in or to any of the Transferred Assets and to defend, compromise, settle and release any and all claims, actions, suits or proceedings in relation thereto; and (iv) to do all such acts and things in relation thereto as Assignee may deem necessary or desirable. Assignor hereby declares that the appointment it makes and the powers it grants by this paragraph (i) are coupled with an interest, (ii) are and will remain irrevocable by Assignor and (iii) will extend to Assignee and Assignee's successors and assigns. Assignor will transfer and deliver to Assignee any cash or other property that Assignor may hereafter receive in respect of the Transferred Assets.

7. Assignor hereby binds itself to warrant and forever defend the title to each and all of the Transferred Assets, subject to Permitted Encumbrances, unto Assignee and Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

8. The substantive laws of the State of Texas will govern this Conveyance and its construction, enforcement and interpretation, without regard to any conflicts of laws provisions thereof that otherwise would cause the laws of another jurisdiction to apply.

9. If there is any conflict between this Conveyance and the Master Formation Agreement, the terms of the Master Formation Agreement shall control.

10. This Conveyance can be amended only in a writing signed by both parties hereto.

11. This Conveyance will be effective as of the date hereof.

12. The parties hereto may execute this Conveyance in multiple counterparts, each of which will be an original, but all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Conveyance to be duly executed, and Assignor has caused its seal to be affixed hereto, all in a number of counterparts which shall be read together and construed as but one and the same agreement, as of the date first above written.

ASSIGNOR

WESTERN ATLAS INTERNATIONAL, INC.

By: [Signature]
Name: Daniel J. Churay
Title: Vice President

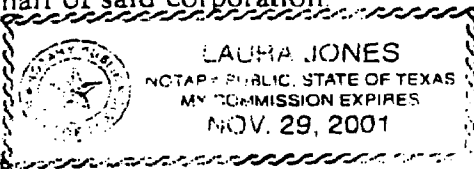
ASSIGNEE

GECO HOLDINGS L.L.C.

By: [Signature]
Name: JOHN YEARWOOD
Title: ATTORNEY-IN-FACT OF SCHLUMBERGER
TECHNOLOGY CORPORATION, SOLE MEMBER

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on November 30, 2000, by Daniel J. Churay, the Vice President of Western Atlas International, Inc., a Delaware corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on November 30, 2000, by John Yearwood, the ^{Attorney-in-Fact of Schlumberger} ~~Technology Corporation, sole member~~ of GECO Holdings L.L.C., a Delaware limited liability company, on behalf of said company.

[Signature]
Notary Public, State of Texas

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "GECO HOLDINGS L.L.C.", CHANGING ITS NAME FROM "GECO HOLDINGS L.L.C." TO "WESTERN GECO HOLDINGS L.L.C.", FILED IN THIS OFFICE ON THE EIGHTH DAY OF DECEMBER, A.D. 2000, AT 4 O'CLOCK P.M.



3289909 8100

001616959

A handwritten signature in black ink, reading "Edward J. Freel", is written over a horizontal line.

Edward J. Freel, Secretary of State

AUTHENTICATION: 0844194

DATE: 12-11-00

TRADEMARK
REEL: 002480 FRAME: 0969

12/08/00 15:48 FAX 512 487 7970

GRAY CARY-AUSTIN

@002/000

DEC 07 '00 11:45 FR GECO PRAKLA LEGAL

713 596 6113 TO 915124577070

P.02/10

CERTIFICATE OF AMENDMENT

to the

CERTIFICATE OF FORMATION

of

GECO HOLDINGS L.L.C.

GECO Holdings L.L.C. (the "Company"), a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, hereby adopts this Certificate of Amendment (this "Certificate of Amendment"), which amends its Certificate of Formation (the "Certificate of Formation"), as described below, and does hereby further certify that:

1. The name of the Company is GECO Holdings L.L.C.
2. The Managers of the Company duly adopted resolutions approving and adopting the amendment to the Certificate of Formation this Certificate of Amendment is effecting.
3. This Certificate of Amendment amends the Certificate of Formation so as to change the name of the Company to Western GECO Holdings L.L.C.
4. The Certificate of Formation is hereby amended by deleting Article One thereof and replacing in lieu thereof a new Article One reading in its entirety as follows:

"Article One

The name of this Delaware limited liability company is Western GECO Holdings L.L.C."

EXECUTED this 1st day of December, 2000.

GECO HOLDINGS L.L.C.

By:


Name: DAVID MEHL
Manager

Copy C:\g\atp\042820\1
119764-00000

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:00 PM 12/08/2000
001616939 - 3289909