

12/21/04

02-09-2005



102936471

**RECORDATION  
TRADEMARK**

To the Director of the U. S. Patent and Trademark Office: \_\_\_\_\_

Record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

PARADIGM GEOPHYSICAL LIMITED

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

Citizenship (see guidelines) ISRAEL

Execution Date(s) November 24, 2004

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: The Governor and Company of the Bank of Scotland

Internal

Address: \_\_\_\_\_

Street Address: 3/5 Albyn Place

City: Aberdeen

State: \_\_\_\_\_

Country: Scotland Zip: AB10 1PY

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_

Other \_\_\_\_\_ Citizenship Scotland

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

76/191,637

B. Trademark Registration No.(s) 2625099 2600579

2503971 2581333 2617087 2600578

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

ECHOS/2503971 GEOLOG/2581333 POROS/2617087 ERGOS/2600578 SOLIDGEO/2600579 VOXELGEO/2625099 E-GEOSCIENCE/76/191,637

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

Name: SHAHREEN RAFIQUE, ESQ.

Internal Address: ANDREWS KURTH LLP

Street Address: 600 TRAVIS, SUITE 4200

City: HOUSTON

State: TX Zip: 77002

Phone Number: 713/220-4200

Fax Number: 713/220-4285

Email Address: pat-tm@andrewskurth.com

**6. Total number of applications and registrations involved:**

7

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** 190

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-08987

Authorized User Name Theresa Evenbly

**9. Signature:**

Theresa M. Evenbly

Signature

December 6, 2004

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:   
op Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450



12-21-2004

02/06/2005 11:11:22 AM 000005 500657 76191637  
NO. 00 IN 150.00 IN  
01 FC:6521  
02 FC:6522

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

**US Trademarks**

<u>Registered Owner</u>	<u>Country</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Paradigm Geophysical Limited	US	ECHOS	2,503,971	November 6, 2001

**Foreign Trademarks**

<u>Registered Owner</u>	<u>Country</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Paradigm Geophysical Limited	Canada	SEISX	TMA538,252	December 4, 2000
Paradigm Geophysical Limited	Canada	CASEWELL	TMA470,538	February 5, 1997

**US Pending Applications**

<u>Registered Owner</u>	<u>Country</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Paradigm Geophysical Limited	US	GEOLOG	2581333	June 18, 2002
Paradigm Geophysical Limited	US	POROS	2617087	September 10, 2002
Paradigm Geophysical Limited	US	ERGOS	2600578	July 30, 2002
Paradigm Geophysical Limited	US	SOLIDGEO	2600579	July 30, 2002
Paradigm Geophysical Limited	US	E-GEOSCIENCE	76/191,637 (serial number)	January 8, 2001 (filing date)
Paradigm Geophysical	US	VOXELGEO	2625099	September 24, 2002

**AMENDED AND RESTATED  
GRANT OF TRADEMARK SECURITY INTEREST**

**WHEREAS, PARADIGM GEOPHYSICAL LIMITED**, a company incorporated in Israel, ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to a senior facility agreement dated as of June 12, 2003, as amended and restated pursuant to a Supplemental Facility Agreement dated the date hereof (as so amended and restated and as it may be further amended, supplemented or otherwise modified from time to time, the "Facility Agreement") among Paradigm Geotechnology BV, the lenders (the "Senior Lenders") from time to time party thereto, The Governor and Company of the Bank of Scotland, as Agent, Arranger, Issuing Bank and Security Trustee, the Senior Lenders have agreed to make the Facilities (as defined therein) available to the Borrowers (defined therein), including Grantor (capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Facility Agreement);

**WHEREAS**, the hedging lenders ("Hedging Lenders") have made or will, after the date hereof, be making interest rate hedging facilities available to certain members of the Group (as defined in the Facility Agreement); and

**WHEREAS**, pursuant to the terms of the debenture dated as of June 12, 2003 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), executed by Grantor in favor of The Governor and Company of the Bank of Scotland, as Security Trustee as agent and trustee for each of the Secured Parties (as defined in the Security Agreement) (in such capacity as agent and trustee, "Security Trustee") pursuant to a Grant of Trademark and Security Interest (the "Original Grant"), Grantor granted in favor of Security Trustee a perfected security interest in, and Security Trustee has agreed to become a secured creditor with respect to, Trademark Collateral;

**WHEREAS**, Grantor and Security Trustee wish to amend and restate the Original Grant as set forth herein;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Security Trustee a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter

adopted and used, in its business (including, the trademarks specifically identified in Schedule A) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including the registrations and applications specifically identified in Schedule A) (the "Trademark Registrations"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "Trademark Rights"), and all goodwill of Grantor's business symbolized by the Trademarks and associated therewith (the "Associated Goodwill"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Security Trustee is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.


Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Security Trustee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as November 24, 2004.

**PARADIGM GEOPHYSICAL LIMITED,**  
as Grantor

By:   
Name: G. E. BADER  
Title: Director

**THE GOVERNOR AND COMPANY OF THE  
BANK OF SCOTLAND, as Security Trustee**

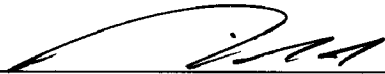
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as 24<sup>th</sup> November 2004.

**PARADIGM GEOPHYSICAL LIMITED,**  
as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE GOVERNOR AND COMPANY OF THE  
BANK OF SCOTLAND,** as Security Trustee

By:  \_\_\_\_\_  
Name: ALASTAIR GARMAN  
Title: DIRECTOR

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Paradigm Geophysical	US	VOXELGEO	2625099	September 24, 2002

HOU:2169759.2

**RECORDED: 12/21/2004**

**TRADEMARK  
REEL: 003117 FRAME: 0756**