

02-10-2005

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

DEPARTMENT OF COMMERCE
Patent and Trademark Office



12-21-04

RECORD
TRA

102937929

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

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

PARADIGM GEOPHYSICAL CORP.

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

Citizenship (see guidelines) Delaware

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)

78/425,694 78/425,668

B. Trademark Registration No.(s) 1,756,623 1,764,316 1,926,643

2,347,610 2,584,326 1,884,734 1,393,843 1,352,521

Additional sheet(s) attached? Yes No

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

GEOSEC/1756623 GEODEPTH/1764316 PARADIGM GEOPHYSICAL/1923643 COMP5/2347610 THE PETROLEUM WORKBENCH/2584326 SIMBEST/1884734 THERM/1393843 DISCO/1352521 INTERPRET/78-425694 WPM/78-425668

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:

10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 265

- 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 50-08987/145671

Authorized User Name Theresa Evenbly

9. Signature:

Theresa M. Evenbly

Signature

December 13, 2004

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 40

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



12-21-2004

02/09/2005 11:11 AM 10000021 500697 78425694

01 FC:6521
02 FC:6522

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

<u>Registered Owner</u>	<u>County</u>	<u>Trademark Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Filing Date</u>	<u>Owner</u>
Paradigm Geophysical Corp.	U.S.	GEOSEC	1,756,623	Registered March 9, 1993 Renewed May 15, 2003	
Paradigm Geophysical Corp.	U.S.	GEODEPTH	1,764,316	Registered April 13, 2003 Renewed May 15, 2003	
Paradigm Geophysical Corp.	U.S.	PARADIGM GEOPHYSICAL	1,926,643	October 10, 1995	
Paradigm Geophysical Corp.	U.S.	COMP5	2,347,610	May 2, 2000	
Paradigm Geophysical Corp.	U.S.	THE PETROLEUM WORKBENCH	2,584,326	June 25, 2002	
Paradigm Geophysical Corp.	U.S.	SIMBEST	1,884,734	March 21, 1995	
Paradigm Geophysical Corp.	U.S.	THERM	1,393,843	May 20, 1986	
Paradigm Geophysical Corp.	U.S.	DISCO	1,352,521	August 6, 1985	
	U.S.	INTERPRET	78-425,694	May 26, 2004	Paradigm Geophysical Corp.
	U.S.	WPM	78-425,668	May 26, 2004	Paradigm Geophysical Corp.

Foreign Trademarks:

<u>Registered Owner</u>	<u>County</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Date</u>	<u>Owner</u>
	Canada	PARADIGM GEOPHYSICAL	TMA444,573	June 30, 1995	Paradigm Geophysical Corp.

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

WHEREAS, PARADIGM GEOPHYSICAL CORP., a Delaware corporation, ("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 Security Agreement 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 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.

Grantor and Security Trustee hereby acknowledge and agree that this Amended and Restated Grant of Trademark Security Interest shall in all respects be considered to satisfy, and Security Trustee hereby accepts this instrument in substitution for, the requirement (if any) under Section 5(c) of the Security Agreement dated as of June 12, 2003 for the issuance and delivery by Grantor of an "IP Supplement" with respect to the Trademark Collateral specified in Schedule A attached hereto.

[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 of 24 NOV, 2004.

PARADIGM GEOPHYSICAL CORP.,
as Grantor

By: 
Name: DAVID C COX
Title: PRESIDENT US OPS

**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 of 24TH NOVEMBER, 2004.

PARADIGM GEOPHYSICAL CORP.,
as Grantor

By: _____
Name: _____
Title: _____

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

By:  _____
Name: ALASDAIR GARDNER
Title: DIRECTOR, INTEGRATED & ACQUISITION FINANCE

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