

6/12/05

08-12-2005

RECORD
TR



HEET

C

TO: The Commissioner of Patents and Trademarks, Document(s) or copy(ies) 103060598

Submission Type

New (Non-Recordation)

Resubmission
Document ID#

Correction of PTO Error
Reel # 002815 Frame # 0761

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name: PARADIGM GEOPHYSICAL LIMITED

Execution Date
Month Day Year

Formerly:

6/12/2003

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization ISRAEL

Receiving Party

Mark if additional names of receiving parties attached

Name: THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (AS SECURITY TRUSTEE)

DBA/AKA/TA

Composed of



Address (line 1) The Mound

08-04-2005

U.S. Patent & TMO/TM Mail Rcpt Dt. #77

Address (line 2)

Address (line 3) Edinburgh Scotland EH1 1YZ
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation

Other

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

Citizenship/State of Incorporation/Organization England & Wales, Registration No. 4582101

FOR OFFICE USE ONLY

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

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

Domestic Representative Name and Address

Enter for the first Receiving Party only

Name: _____
Address (line 1) _____
Address (line 2) _____
Address (line 3) _____
Address (line 4) _____
City State/Country Zip Code

Correspondent Name and Address

Area Code and Telephone Number: 713/220-4192

Name: Theresa M. Evenbly
Address (line 1) Andrews Kurth LLP
Address (line 2) 600 Travis, Suite 4200
Address (line 3) _____
Address (line 4) Houston, Texas 77002
City State/Country Zip Code

Pages Enter the total number of pages of the attached conveyance document # 9
Including any attachments.

Trademark Application Number(s) or Registration Numbers(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

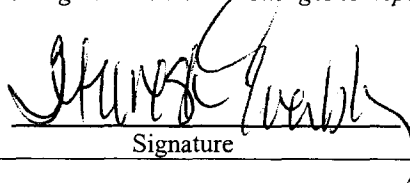
Trademark Application Number(s)	Registration Number(s)
<u>76/191,637</u>	<u>2,625,099</u>
	<u>2,581,333</u>
	<u>2,503,971</u>
	<u>2,600,578</u>
	<u>2,617,087</u>
	<u>2,600,579</u>

Number of Properties Enter the total number of Properties involved. # 7

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$40
Method of Payment: Enclosed Deposit Account
Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #50-0897 (145671)
Authorization to charge additional fees: Yes No

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

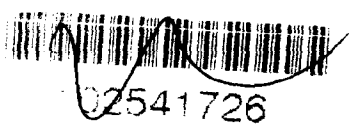
Theresa M. Evenbly
Name of Person Signing


Signature

July 28, 2005
Date Signed

08-20-03

Tab settings → →



02541726

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

1. Name of conveying party(ies):
 PARADIGM GEOPHYSICAL LIMITED

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-
 Other: Corporation of Israel

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

2. Name and address of receiving party(ies)

Name: THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (as Security Trustee).

Internal
 Address: _____

Street Address: The Mound

City: Edinburgh State: _____ (Zip) EH1 1YZ
 Country: Scotland

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State England & Wales, Registration No. 4582101
 Other _____

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)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date _____

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

A. Trademark Application No.(s) 76/191,637

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

2,625,099	2,503,971	2,617,087
2,581,333	2,600,578	2,600,579

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

Name: LINDA DOLE, ESQ.

Internal:
 Address: ANDREWS & KURTH, L.L.P.

Street Address: 600 TRAVIS, SUITE 4200

City: HOUSTON State: TEXAS (Zip) 77002

6. Total number of applications and registrations involved 1

7. Total fee (37 CFR 3.41).....\$280.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-0897 (145671)

DO NOT USE THIS SPACE

9. Signature.

LINDA DOLE [Signature] July 11, 2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document. 3

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



HGU:2150378.1

08-20-2003

U.S. Patent & TMO/tm Mail Rcpt Dt. #66

TRADEMARK REEL: 003206 FRAME: 0694

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK EXAMINING OPERATION

TRADEMARK REGISTRANT Paradigm Geophysical Limited
ON RECORD:

SECURITY TRUSTEE: Governor and Company of the Bank of
Scotland

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Sir:

Linda Dole, whose postal address is:

Linda Dole, Esq.
Andrews & Kurth L.L.P.
600 Travis, Suite 4200
Houston, Texas 77002

And is hereby designated Applicant's representative upon whom notices or process in proceedings affecting the marks as reflected on attached Schedule "A" may be served and simultaneously revokes any and all previous appointments.

THE GOVERNOR AND COMPANY OF
THE BANK OF SCOTLAND
(as Security Trustee)

21 July 2003
Date

Euan A E Leach
Name: EUAN A E LEACH
Title: ASSOCIATE DIRECTOR

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 facility agreement (the "Facility Agreement" capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Facility Agreement) dated as of the date hereof 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 Finance Parties (as defined in the Security Agreement) (in such capacity as agent and trustee, "Security Trustee"), Grantor has agreed to grant 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;

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.

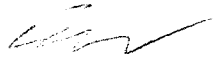
Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests 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 Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

PARADIGM GEOPHYSICAL LIMITED

By: 
Name: LEONARD WOOD
Title: CEO

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