

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CGGVeritas Services Inc.	FORMERLY Volnay Acquisition Co. II	02/07/2007	CORPORATION: DELAWARE
CGG Americas Inc.		02/07/2007	CORPORATION: TEXAS

## RECEIVING PARTY DATA

Name:	Credit Suisse, as Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank:

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2896319	SMART ANSWERS TO COMPLEX QUESTIONS
Registration Number:	2554901	VERITAS
Registration Number:	2241007	
Registration Number:	2554898	VERITAS DGC
Registration Number:	1660811	CGG MEGAREGIONAL
Registration Number:	1660812	MEGAREGIONAL

## CORRESPONDENCE DATA

Fax Number: (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-783-2700  
Email: oleh.hereliuk@federalresearch.com  
Correspondent Name: CBCInnovis dba Federal Research  
Address Line 1: 1023 Fifteenth Street, NW, Ste 401

900070051

TRADEMARK  
REEL: 003486 FRAME: 0325

CH \$165.00 2896319

Address Line 2: attn: Oleh Hereliuk  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 378631

NAME OF SUBMITTER: LaKeeshia Saunders

Signature: /LS/

Date: 02/22/2007

Total Attachments: 11  
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TRADEMARK SECURITY AGREEMENT dated as of January 12, 2007 (this "**Agreement**"), among Volnay Acquisition Co. II, a Delaware Corporation ("**Volnay II**"), CGG Americas Inc., a Texas corporation ("**CGG Americas**"), and Veritas Geophysical Corporation, a Delaware corporation ("**Veritas Geophysical**") together with Volnay II and CGG Americas, each a "**Grantor**" and collectively the "**Grantors**") and Credit Suisse, as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Pledge and Security Agreement (U.S.) dated as of January 12, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Volnay Acquisition Co. I, a Delaware Corporation (the "**Borrower**"), certain other subsidiaries of Compagnie Générale de Géophysique, a *société anonyme* incorporated under the laws of France (registration number 969 202 241 RCS Evry) ("**Parent**"), from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of January 12, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, Parent, the lenders from time to time party thereto and Credit Suisse, as administrative agent and as Collateral Agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”);

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

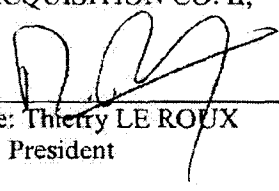
SECTION 3. ***Security Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

VOLNAY ACQUISITION CO. II,

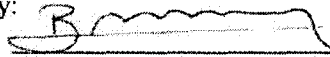
by:

  
Name: Thierry LE ROUX  
Title: President

[[NYCORP:2671574v3:4440D:01/10/07--12:39 a]]

CGG AMERICAS INC.,

by:

A handwritten signature in dark ink, appearing to read 'Brunck', is written over a horizontal line.

Name: Robert BRUNCK

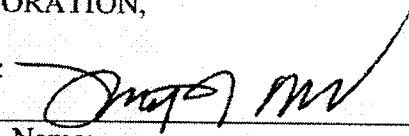
Title: Chairman

[[NYCORP:2671574v3:4440D:01/10/07--12:39 a]]

TRADEMARK  
REEL: 003486 FRAME: 0330

VERITAS GEOPHYSICAL  
CORPORATION,

by:

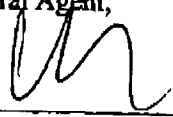
A handwritten signature in black ink, appearing to be "D. J. M.", written over a horizontal line.

Name:

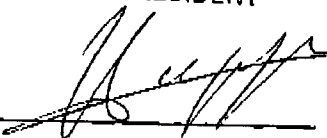
Title:

CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as Collateral Agent,

by:

  
Name: CASSANDRA DROOGAN  
Title: VICE PRESIDENT

by:

  
Name: LAURENCE LAPEYRE  
Title: ASSOCIATE

[[2671574]]



TRADEMARK/TRADE NAMES OWNED BY VOLNAY ACQUISITION CO II  
(FORMERLY VOLNAY ACQUISITION CO I, VERITAS DGC INC.)

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Smart Answers to Complex Questions	10/19/2002	2896319
Veritas	04/02/2002	2554901
Veritas (logo)	04/20/1999	2241007
Veritas DGC	04/02/2002	2554898

*U.S. Trademark Applications*

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
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*State Trademark Registrations*

<u>State</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
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*Non-U.S. Trademark Registrations*

<u>Country</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Argentina	Veritas (logo)	01/08/1998	[Application Nos.: 1654862; 1654863]
Australia	Veritas (logo)	08/03/1996	[Application No.: 716392]
Benelux	Veritas (logo)	09/25/1996	[Application No.: 601717]
Canada	Veritas DGC	02/11/2002	1780-01402
Canada	Veritas	02/12/2002	1780-01502
Canada	Veritas DGC Design	08/15/1997	TMA480683
Canada	Veritas (logo)		[Application No.:480683]
Ecuador	Veritas (logo)	04/02/1998	[Application No.: 56998]
Peru	Veritas (logo)	02/11/1997	[Application No.:

Singapore	Veritas (logo)	07/11/2006	009850]
United Kingdom	Veritas (logo)	09/05/1996	T96/109081
Venezuela	Veritas (logo)	12/20/2002	[Application No.: S021580]

*Non-U.S. Trademark Applications*

<u>Country</u>	<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
None			

*Trade Names*

<u>Country(s) Where Used</u>	<u>Trade Names</u>
None	

TRADEMARK/TRADE NAMES OWNED BY CGG AMERICAS INC.

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
CGG MEGAREGIONAL	10/15/1991	1660811
MEGAREGIONAL	10/15/1991	1660812

*U.S. Trademark Applications*

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
None		

*State Trademark Registrations*

<u>State</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
None			

*Non-U.S. Trademark Registrations*

<u>Country</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
None			

*Non-U.S. Trademark Applications*

<u>Country</u>	<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
None			

*Trade Names*

<u>Country(s) Where Used</u>	<u>Trade Names</u>
None	

TRADEMARK/TRADE NAMES OWNED BY VERITAS GEOPHYSICAL  
CORPORATION

*U.S. Trademark Registrations*

	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
None			

*U.S. Trademark Applications*

	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
None			

*State Trademark Registrations*

<u>State</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
None			

*Non-U.S. Trademark Registrations*

<u>Country</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
None			

*Non-U.S. Trademark Applications*

<u>Country</u>	<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
Canada	FASTTRAC EXPLORATION	04/21/2004	1214107
Mexico	FASTTRAC EXPLORATION	04/23/2004	656454

*Trade Names*

<u>Country(s) Where Used</u>	<u>Trade Names</u>
	None