

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
Volnay Acquisition Co. II		01/12/2007	CORPORATION: DELAWARE
CGG Americas Inc.		01/12/2007	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Credit Suisse, London Branch, as Second Lien Collateral Agent
Street Address:	One Cabot Square
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	E14 4QJ
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
 Address Line 2: attn: Oleh Hereliuk

CH \$165.00 2896319

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

378399

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

LaKeeshia Saunders

Signature:

/LS/

Date:

02/23/2007

Total Attachments: 11

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

<p>1. Name of conveying party(ies): Volnay Acquisition Co. II CGG Americas Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Credit Suisse, London Branch, as Second Lien Collateral Agent</u> Internal Address: _____ Address: _____</p> <p>Street Address: <u>One Cabot Square</u> City: <u>London</u> State: <u>England</u> Zip: <u>E14 4QJ</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Bank</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: <u>January 12, 2007</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) PLEASE SEE ATTACHED</p> <p>B. Trademark Registration No.(s) PLEASE SEE ATTACHED</p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Oleh Hereliuk</u> Internal Address: <u>Federal Research Corporation</u> _____ _____ Street Address: <u>1023 15th Street, NW</u> <u>Suite 401</u> City <u>Washington</u> State: <u>DC</u> Zip: <u>20005</u></p>	<p>6. Total number of applications and registrations involved: 6</p> <p>7. Total fee (37 CFR 3.41).....\$ _____</p> <p><input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
DO NOT USE THIS SPACE	
<p>9. Statement and signature. <i>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.</i></p> <p>Greg Serebuoh _____ <u>Gregory Serebuoh</u> _____ <u>2/14/07</u> Name of Person Signing Signature Date</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 11</p>	

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

SECOND LIEN 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**" and together with CGG Americas and Volnay II, each a "**Grantor**" and collectively the "**Grantors**"); and Credit Suisse, London Branch, as second lien collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Second Lien Pledge and Security Agreement (U.S.) dated as of January 12, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Second Lien Security Agreement**"), among Volnay II (as successor by merger to Volnay Acquisition Co. I), certain other subsidiaries of Compagnie Générale de Géophysique, a *société anonyme* incorporated under the laws of France (registration number 969 202 241 RCS Evry) (the "**Borrower**"), from time to time party thereto and the Collateral Agent and (b) the Single Currency Term Facility Agreement dated as of November 22, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "**Second Lien Credit Agreement**"), among the Borrower, the guarantors party thereto, the lenders from time to time party thereto and Credit Suisse, London Branch, 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 Second Lien 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 subsidiaries of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Second Lien 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 Second Lien Security Agreement. The rules of construction specified in Section 1.01(b) of the Second Lien 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 Second Lien 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 Second Lien 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 Second Lien 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 Second Lien Security Agreement, the terms of the Second Lien Security Agreement shall govern.

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

VOLNAY ACQUISITION CO. II,

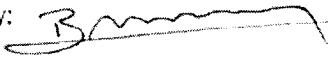
by:



Name: Thierry LE ROUX
Title: President

[[114570]]

CGG AMERICAS INC.,

by: 

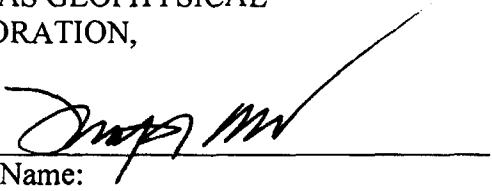
Name: Robert BRUNCK
Title: Chairman

[[114570]]

TRADEMARK
REEL: 003487 FRAME: 0605

VERITAS GEOPHYSICAL
CORPORATION,

by:

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


Name:

Title:

[[114570]]

TRADEMARK
REEL: 003487 FRAME: 0606

CREDIT SUISSE, LONDON BRANCH, as
Collateral Agent

by: 
Name: _____

Title:

by: 
Name: _____

Title:

[[14570]]

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