

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Geoservices S.A.		12/31/2007	CORPORATION: FRANCE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Geoservices Equipements		
<b>Street Address:</b>	7 rue Isaac Newton		
<b>Internal Address:</b>	ZI du coudray		
<b>City:</b>	Le Blanc Mesnil		
<b>State/Country:</b>	FRANCE		
<b>Postal Code:</b>	93150		
<b>Entity Type:</b>	simplified joint-stock company: FRANCE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2454655	GEOSERVICES	
Registration Number:	2390816	GEONEXT	
Registration Number:	3108655	FLAIR	
Registration Number:	3119147	FLAIR	
Registration Number:	3048510	GEOSERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(216)579-6073		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	216/579-1700		
<b>Email:</b>	jliptay@pearne.com		
<b>Correspondent Name:</b>	Michael W. Garvey		
<b>Address Line 1:</b>	1801 East 9th Street		
<b>Address Line 2:</b>	Suite 1200		
<b>Address Line 4:</b>	Cleveland, OHIO 44114-3108		

**CH \$140.00 2454655**

ATTORNEY DOCKET NUMBER:

BRVT-41227 40411 40412

DOMESTIC REPRESENTATIVE

Name: Michael W. Garvey  
Address Line 1: 1801 East 9th Street  
Address Line 2: Suite 1200  
Address Line 4: Cleveland, OHIO 44114-3108

NAME OF SUBMITTER:

Michael W. Garvey

Signature:

/michaelwgarvey/

Date:

07/25/2008

Total Attachments: 16

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**AGREEMENT FOR THE PARTIAL TRANSFER OF ASSETS**  
**FROM THE GEOSERVICES COMPANY**  
**TO THE GEOSERVICES EQUIPEMENTS COMPANY**

**BETWEEN THE UNDERSIGNED:**

- Mr Philippe SALLE,

acting in his capacity as Deputy Managing Director and in the name of the **GEOSERVICES** company, a limited company with subscribed capital of 57,085,892.50 euros whose registered office is at 7 rue Isaac Newton - ZI du Coudray, 93150 LE BLANC MESNIL, and whose company registration number is 317 578 029 RCS BOBIGNY,

duly empowered for such purposes by virtue of a decision made by the Board of Directors on 15th November 2007, as can be seen in the attached decision;

Hereinafter called the "transferring company",

**FOR THE ONE PART,**

AND:

- Mr Bruno BURBAN,

acting in his capacity as Chairman and on behalf of the **GEOSERVICES EQUIPEMENTS** company, a simplified joint-stock company with capital of 37,000 euros whose registered office is at 7 rue Isaac Newton - ZI du Coudray, 93150 LE BLANC MESNIL, and whose company registration number is 493 346 670,

duly empowered for such purposes by virtue of a decision made by the Sole Associate on 15th November 2007, as can be seen in the attached decision;

Hereinafter called the "receiving company",

**FOR THE OTHER PART,**

**Prior to the agreement for the partial transfer of assets forming the subject of this deed, the following statement is made:**

**Statement**

GEOSERVICES wishes to transfer to the GEOSERVICES EQUIPEMENTS company the whole of its activities involved with the provision of equipment for the petroleum industry, by placing the operation under the system of division of assets in accordance with the provisions of Articles L. 236-16 to L. 236-22 of the Code of Commerce.

**I- Company characteristics**

1/ The GEOSERVICES company is a limited company which, as stated in the Register of Trade and Commerce, is active in all parts of the world, working both for itself and on behalf of third parties:

- undertaking and executing all types of geological, geophysical, geochemical, mining, drilling, civil engineering and agricultural engineering work ;
- all services, studies, consultancy, research, interpretations, technical assistance, expert investigations and ensuing guidance;
- the study, research, prospecting, exploitation, transport, storage, handling, transformation and trade of all minerals, ores, hydrocarbons, and in general, all products from the soil and the subsoil, solids, liquids or gas;
- independently, and in a general way, providing assistance with administrative, economic, commercial and technical matters to all organizations, companies, communities, private and public, and private persons, in all fields;
- in any form whatsoever, all operations bearing directly or indirectly on the preceding objects, among others in association by participating with all individuals or legal entities and all bodies, the acquisition of a holding in existing companies, the creation of new companies, the merger of companies, the representation of all firms or companies whether French or foreign, the underwriting, the purchase, the exchange and the sale of all transferable company securities attached directly or indirectly to the above activities.
- and generally, all scientific, technical, industrial, commercial, financial, tangible or intangible operations bearing directly or indirectly on the above objects and all similar or related objects, or those able to facilitate their extension or development.

The life of the company is 99 years, commencing 27th December 1979.

The subscribed capital of the GEOSERVICES company is currently 57,085,892.50 euros. It is divided into 16,310,255 shares with a nominal value of 3.50 euros each, all fully subscribed.

2/ The GEOSERVICES EQUIPEMENTS company is a simplified joint-stock company which, as stated in the Register of Trade and Commerce, operates in both France and abroad in:

- The production and rental of all sorts of equipment in the petroleum industry,
- The provision of associated marketing services,
- And, generally, operations of any sort that bear directly or indirectly on the above object or any that are similar or related that are able to facilitate the development of the company.

The life of the company is 99 years from 19th December 2006.



The authorized capital of the GEOSERVICES EQUIPEMENTS company is currently 37,000 euros. It is divided into 3,700 shares, each with a nominal value of 10 euros, all fully subscribed.

3/ The GEOSERVICES EQUIPEMENTS company does not hold any shares in the GEOSERVICES company

4/ Mr. Bruno BURBAN, Chairman of the GEOSERVICES EQUIPEMENTS company is also Managing Director of the GEOSERVICES company.

Mr. Philippe SALLE, Deputy Director General of the GEOSERVICES company is also Director General of the GEOSERVICES EQUIPEMENTS company.

## **II - Reasons for the partial transfer of assets**

The objective of the operation falls within a broad restructuring of the Geoservices group aimed at making the legal structure and the basic units of activity within the group more consistent (equipment, human resources and support functions).

## **III - Valuation method**

It being an internal restructuring operation between two member companies of the same group, the provisions of the regulations of the Committee of Accounting Regulations (CRC) No. 2004-01 dated 4<sup>th</sup> May 2004 result in the valuation of the liabilities and assets at their net book value as at 31<sup>st</sup> December 2006, such as appears in the accounts of the GEOSERVICES company, close of financial year on 31<sup>st</sup> December 2006, attached.

This valuation does not affect anyone adversely.

**THIS STATED, IT WAS AGREED AS FOLLOWS:****CHAPTER I : Description of the transfers**

The GEOSERVICES company transfers to the GEOSERVICES EQUIPEMENTS company under the normal safeguards of fact and law, and under the conditions precedent set out below, which are accepted by the GEOSERVICES EQUIPEMENTS company:

All assets and rights of all kinds making up the complete and autonomous branch of activity of providing petroleum equipment, subject to the assumption by the GEOSERVICES EQUIPEMENTS company of the liabilities of this branch of activity, such as those assets and liabilities that exist at the date of the completion of the transfer, given that, by mutual agreement between the parties, the transfer will take place during the General Assembly of the GEOSERVICES company and the Decisions of the Sole Associate of the GEOSERVICES EQUIPEMENTS company, with effect from 1 January 2007.

Accordingly,

↳ the detailed description below of the assets transferred to the GEOSERVICES EQUIPEMENTS company and the liabilities assumed by it, is produced on the basis of the annual accounts as at 31<sup>st</sup> December 2006, hereinafter called "Reference balance-sheet"

↳ all the operations relating to assets and liabilities performed by the GEOSERVICES company, since 1<sup>st</sup> January 2007 until the date of final completion of the transfer, will be the responsibility of, or be for the benefit of the GEOSERVICES EQUIPEMENTS company.

It is pointed out that all the elements that will prove indispensable in order to arrive at a precise and comprehensive description, in particular with a view to the completion of the legal publicity formalities resulting from the conveyance of the transfer, could be the subject of statements, tables, declarations and other documents which will be grouped together in an addendum to this deed, drawn up between the qualified representatives of both companies.

As will be described below in the chapter on fiscal declarations, the tangible and intangible items, the subject of this transfer form a branch of activity capable of operating autonomously.



**I - Description of the transferred assets and rights**

ASSETS TO OFFER	GROSS (euros)	Depreciation and provisions (euros)	NET (euros)
<b>1. Intangible items</b>			
Intangible assets (patents)	21 784.96	- 9 403.46	12 381.50
Intangible assets (licences)	805 324.34	- 435 578.39	369 745.95
Total Intangible Assets	827 109.30	- 444 981.85	382 127.45
<b>2. Tangible items</b>			
. Cabins	16 215 215.79	-10 528 294.31	5 686 921.48
. Equipment	69 037 010.09	- 42 746 189.96	26 290 820.13
. Transport	2 361 362.22	- 1 724 679.67	636 682.55
. Current assets	1 297 281.88		1 297 281.88
All the tangible assets amount to	88 910 869.98	-54 999 163.94	33 911 706.04
<b>3. Financial assets</b>			417 247.80
<b>4. Stocks and in progress</b>	5 222 577.54	- 946 592.46	4 275 985.08
<b>5. Liquid assets</b>	7 900 000.00		7 900 000.00
<b>6. Debts</b>	5 699 354.03	-31 960.26	5 667 393.77
<b>7. Variations in asset conversion</b>			65 456.98
<b>i.e. A TRANSFERRED ASSET SUM</b>			<b>52 619 917.12</b>
<b>LIABILITIES TAKEN OVER</b>			
<b>1. Other company funds</b>			1 423 584.92
<b>2. Provisions for risks and charges</b>			1 100 235.97
<b>3. Operating and financial debts</b>			10 611 720.27
<b>4. Variations in liability conversion</b>			224 174.20
<b>i.e. A TRANSFERRED LIABILITY SUM</b>			<b>13 359 715.36</b>

Difference between the transferred assets and the liabilities taken over, the net asset transferred by the GEOSERVICES company to the GEOSERVICES EQUIPEMENTS company is therefore:

- TOTAL ASSETS 52 619 917.12 euros  
 - TOTAL LIABILITIES 13 359 715.36 euros

i.e. A NET TRANSFERRED ASSET OF 39 260 201.76 euros

Rounded down to 39 260 000.00 euros

## **II- Ownership and Enjoyment**

The GEOSERVICES EQUIPEMENTS company will own and take possession of the assets and rights made as a partial transfer of assets from the day of completion of the said transfer.

However, it is expressly stipulated that the operations relating to both assets and liabilities entered into for the operation of the transferred branch of activity, conducted by the GEOSERVICES company, since 1<sup>st</sup> January 2007, will be considered to have been made 'ipso jure' for the exclusive account of the GEOSERVICES EQUIPEMENTS company.

The representative of the GEOSERVICES company said he will continue to manage the company along the same lines as previously, but agrees to seek the prior approval of the GEOSERVICES EQUIPEMENTS company for any important act likely to affect the transferred assets and rights.

As for the GEOSERVICES EQUIPEMENTS company, it agrees that on the day of the transfer, it will take over all the assets and liabilities that exist at that moment, in place of those shown in this transfer agreement (based on the accounts as at 31<sup>st</sup> December 2006).

As a general rule, the receiving company will be subrogated purely and simply, in all the rights, actions, obligations and various commitments of the transferring company, inasmuch as these rights, actions, obligations and commitments relate to the assets which form the subject of this transfer.

The GEOSERVICES EQUIPEMENTS company declares that it is well aware of and accepts the changes made or about to occur between 1<sup>st</sup> January 2007 and the date of completion of the transfer, within the consistency of the assets or liabilities taken over.

In this regard, the GEOSERVICES EQUIPEMENTS company will refer to the accounts held by the GEOSERVICES company.

## **CHAPTER II : Charges and Conditions**

The aforesaid transfers are free of all charges and conditions other than those stated here:

### **I - Statement of the charges and conditions**

A / The GEOSERVICES EQUIPEMENTS company will take the transferred assets in the state in which they are to be found on the day of the completion of the transfer, without the power to appeal against the GEOSERVICES company, for whatever reason, especially for wear and tear or the poor state of the transferred facilities, fittings and equipment or tools, and mistakes in the description and content of the assets, however significant.

B / As has already been stated, the transfers from the GEOSERVICES company are made and accepted in return for the charge on the receiving company to pay the transferring company on receipt, irrespective of the remuneration in the form of new securities from the receiving company, the liabilities of the transferring company, as stated above. As a general rule, the receiving company will assume responsibility for the liabilities of the transferring company, for such liabilities as exist on the day of the completion of the projected transfer, but only insofar as this liability relates to the transferred assets.





It is specified that the above-mentioned amount for the liabilities of the GEOSERVICES company, as at 31<sup>st</sup> December 2006, given for information only, is not an acknowledgment of debt for the benefit of the supposed creditors who must in all cases establish their rights and justify their titles.

Finally, the GEOSERVICES EQUIPEMENTS company will take over the liabilities of the transferred branch of activity that were not recorded and transmitted under this deed, as well as liabilities of the transferred branch of activity incurred before December 31, 2006, but which only appear after the completion of the transfer.

**II- The transfers from the GEOSERVICES company are furthermore, made under other charges and the following conditions:**

A / The company receiving the transfer will have full powers after the completion of the transfer, in particular to justify or defend any new legal actions or those underway, in the place of the transferring company relating to the assets transferred, to approve any decisions, to receive or pay all amounts due following sentences or transactions.

B / The GEOSERVICES EQUIPEMENTS company will bear the cost and pay, from the date of completion of the transfer, the taxes, premiums and insurance fees, and all charges of any kind, ordinary or extraordinary, that encumber or may encumber the transferred assets and rights which are or will be related to the business or the ownership of the assets transferred.

C / The GEOSERVICES EQUIPEMENTS company will execute from the date of completion of the transfer, all agreements, contracts and covenants with third parties and with the staff, in connection with the use of the assets transferred, take out insurance policies against fire, accidents and other hazards and will be subrogated to all the rights and obligations arising at his own risk, without recourse against the transferring company.

D / It will comply with the laws, decrees, orders, regulations and practices regarding the operations of the kind to which the transferred assets belong and will ensure all authorisations are obtained that may be necessary, all at his own risk.

E / The GEOSERVICES EQUIPEMENTS company will be subrogated, from the date of final completion of the transfer, to the benefits and the responsibilities for contracts of all kinds that validly link the transferring company to a third party for the operation of the transferred branch of activity.

It will make it its personal business to obtain approval via all third parties to this subrogation, the GEOSERVICES company pledging, for its part, to undertake, whenever necessary, the procedures for the transfer of these contracts.

F / In compliance with the law, all work contracts in place on the day of completion of the transfer between the transferring company and those of its employees transferred to the receiving company by this legal deed, will continue to exist between the receiving company and the said employees, a list of whom is attached.

The GEOSERVICES EQUIPEMENTS company will therefore replace the transferring company in respect of all pensions, as well as all contributions to pensions that may be due, also

all benefits and other expenses in cash or in kind, including paid holidays, and all tax and social security charges appertaining thereto.

**III- For these transfers, the GEOSERVICES company makes the following commitments:**

A / The transferring company undertakes until the date of completion of the transfer, to continue to run the transferred branch of activity, as a good parent or a good trader, and do nothing, or let them anything happen that could lead to its depreciation.

In addition, until the completion of the partial transfer of assets, the GEOSERVICES company undertakes not to dispose of any of the company's said assets, the subject of this transfer, apart from current social operations, without the agreement of the receiving company, and not to contract any non-recurring loan without the same agreement, so as not to affect the agreed values of the transferred assets on which the financial basis for the proposed operation was based.

B / It undertakes to supply the GEOSERVICES EQUIPEMENTS company with all information that the latter might need, to sign any documents and to lend it every assistance to ensure the devolution of the assets and the rights included in the transfers and the full effect of these agreements. It will, in particular, at the first requisition from the GEOSERVICES EQUIPEMENTS company, prepare complementary, reiterative or confirmatory deeds for these transfers and provide any additional justification and signatures that might be needed later.

C / It undertakes to furnish and deliver to the GEOSERVICES EQUIPEMENTS company, immediately following the completion of these transfers, all the transferred assets and rights as described above, and all titles and documents of any kind relating thereto.

**CHAPTER III : Remuneration for the transfers**

As stated above, the net assets transferred by the GEOSERVICES company to the GEOSERVICES EQUIPEMENTS company amount to 39,260,000.00 euros.

In representation of these net assets, the GEOSERVICES company will be allocated 3,926,000 shares of 10 euros each, or 39,260,000 euros, created as an increase in its capital by the GEOSERVICES EQUIPEMENTS company.

The 3,926,000 new shares will be created with the right to enjoy them with effect from 1<sup>st</sup> January 2007 and will be fully assimilated into the existing securities. They enjoy the same rights and bear the same charges, including any deduction of taxes, so that all of the securities of a similar nature, without distinction, will give the right to the payment of the same net amount, in the event of any division or any reimbursement made during the life of the Company or at the time of its liquidation.

**CHAPTER IV : Conditions precedent**

This partial transfer of assets is subject to the following conditions precedent:

↳ Approval through the decisions of the sole Associate of the GEOSERVICES

EQUIPEMENTS company, for the increase in capital as mentioned above, as a result of the transfer, through the issue of 3,926,000 new shares of 10 euros each allocated to the transferring company in payment for the transfer;

↳ Approval by the Extraordinary General Meeting of the GEOSERVICES company, of this transfer operation.

The attainment of these conditions precedent will be sufficiently established, vis-à-vis anyone, by providing certified extracts of the minutes of the GEOSERVICES General Meeting and the report of the decisions of the sole Associate of GEOSERVICES EQUIPEMENTS.

The material establishment of the completion of the partial transfer of assets may be done by any other appropriate means.

Failure to comply with the above conditions, on 31<sup>st</sup> December 2007 at the latest, will render this agreement null and void, unless the period has been extended.

#### CHAPTER V: General declarations

Mr Philippe ROOM, in his official capacity, declares:

↳ That the GEOSERVICES company has never been in a state where payments have been suspended, has never been the subject of a recovery process or in liquidation, has never been the subject of a collective process under the terms of the Act of 13<sup>th</sup> July 1967 or the Act of 25<sup>th</sup> January 1985 and, in general, that it has the full capacity to dispose of its rights and assets;

↳ That the GEOSERVICES company is not currently, nor likely to be subsequently subject to any prosecution that might interfere with or prohibit the exercise of its business;

↳ That the GEOSERVICES company has obtained all the contractual, administrative or other authorisations that may be necessary to adequately ensure the transfer of the said assets, including the consent of the lessors of any rented premises if this is necessary;

↳ That the transferred debts and securities, in particular shareholdings, are freely available, that they are not encumbered by any collateral; that the preliminary approval procedures to which the transfer to the GEOSERVICES EQUIPEMENTS company could be subject, were properly followed;

↳ That its assets and liabilities are not threatened by any expropriation measures;

↳ That neither the transferred business funds, nor the equipment, are encumbered with any registration of seller pledges or collateral, it being understood that if such a registration is revealed in respect of the transferring company, the latter should be discharged immediately with a certificate of removal at its own expense;

↳ That the transferred assets and property rights are not encumbered with any lien, nor mortgage nor actual surety, it being understood that, if such a registration is revealed in respect of the transferring company, the latter should be discharged with a certificate of removal at its own expense;

↳ That all the accounts which refer to the said years have been the subject of an inventory by the parties concerned;

↳ That the GEOSERVICES company has to maintain at the disposal of the GEOSERVICES EQUIPEMENTS company, for three years immediately after the completion of these transfers, all books, documents and inventoried accounting records.

## CHAPTER VI- Fiscal declarations

### I - General conditions

The representatives of the two undersigned companies are obliged to comply with all legal provisions in force with regard to the declarations to be made for the payment of corporation tax and all other taxes or charges resulting from the completion of this partial transfer of assets, within the framework of what will be said below.

### II - More specific conditions

To the extent that such provisions could be applied:

#### A / Registration fees

The representative of the transferring company states here that this partial transfer of assets relates to a number of elements, representing a complete sector of activity capable of operating autonomously.

Accordingly, this partial transfer of assets will only give rise to the fixed duty under Article 816-I of the General Tax Code.

#### B / Corporation Tax

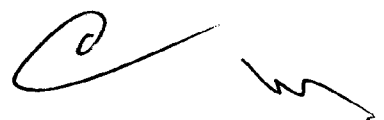
With regard to direct taxation, the parties intend to place, in accordance with the provisions of Article 210 B of the General Tax Code, this transfer under the special arrangements set out in Article 210 A of the Code.

a) Accordingly, the GEOSERVICES Company undertakes:

↳ to retain the securities received in exchange for the transfers for a period of three years from the date of completion of the increase in the capital of the GEOSERVICES EQUIPEMENTS company,

↳ subsequently to calculate the transfer capital gains relating to these securities by reference to the value that the transferred assets had, from a tax point of view, in its own documents.

b) For its part, the GEOSERVICES EQUIPEMENTS company undertakes:



↳ to include in its annual accounts, the transferred fixed assets being valued at the book value they had on 31<sup>st</sup> December 2006 in the transferring company, the accounts of the GEOSERVICES company, setting out clearly the original value of the fixed assets and depreciation and the write-downs noted. Furthermore, it will continue to calculate the depreciation of the original value that the assets had in the records of the absorbed company;

↳ to include on the liabilities side of its balance sheet provisions relating to the complete transferred branch of activity whose imposition was deferred by the transferring company;

↳ to replace the transferring company for the reinstatement of the results whose imposition had been deferred by the transferring company (Article 210-A 3.b. of the General Tax Code);

↳ to calculate the capital gains realised subsequent to the transfer of the non-depreciable assets received in the transfer according to the value these assets had from a tax point of view, in the records of the company ( Article 210 A-3.c. of the General Tax Code);

↳ to increase the amount of capital gains generated from the assets not subject to amortization on the register specified in Article 54 septies II of the General Tax Code;

↳ to include in its balance sheet items other than the assets for the value they had, from a tax point of view, in the records of the company or, alternatively, to include in its results for the year of the transfer the profit corresponding to the difference between the new value of these items and the value they had, from a tax point of view, in the records of the company,

The receiving company will attach to its profit and loss declarations the statements specified in Article 54 septies of the General Tax Code.

**C/ Value Added Tax**

The undersigned certify that the present operation for a partial transfer of assets constitutes the transmission in the form of a transfer to a company with a totality of assets within the meaning of Article 257 (a) of the General Tax Code resulting from Article 89 of the amending finance law for 2005 dated 30<sup>th</sup> December 2005. Accordingly, exempt from VAT are the transfers of goods, tangible and intangible movable investment chattels, buildings and building sites.

In accordance with the above-mentioned Article 257 (a), the receiving company will retain the legal status of the transferring company and must, where necessary, operate the regularizations of the right to deduction and taxation of transfers or deliveries to itself which would subsequently become payable on the partial transfer of assets and which would in principle have been incumbent on the transferring company.

Moreover, the receiving company will retain the legal status of the transferring company and must, if it carries out operations whose taxable base is seated on the threshold in application of Article 266 -1e, Article 268 and Article 297 of the General Tax Code, calculate it while retaining as the second term of the difference, the amount which would have been that retained by the transferring company if it had carried out the operation.

**D/ Participation of the employers in the cost of the construction**

In application of Article 163 of Appendix II of the General Tax Code, the receiving company declares that it will take over all the rights and obligations of the transferring company concerning the investment in the construction.

**E/ Participation of the employers in ongoing professional training for the branch under consideration**

The receiving company will be subrogate in all the rights and obligations of the transferring company, in terms of the participation of the employers by financing of the ongoing professional training.

**F / Employee profit sharing in the fruits of the company's expansion for the branch under consideration**

The receiving company undertakes to take over the obligations of the transferring company with regard to the management of the rights of the employees passed to its service.

To this end, it will enter on the liability side of its balance sheet, where appropriate, the special profit-sharing reserve contained in the records of the company, as well as the provision for corresponding investment, retained for the fraction of the amount which, on the date of transfer, will not yet have been used for the purpose for which this provision is intended.

Correspondingly, it will benefit from all the rights of the transferring company.

## CHAPTER VII : Miscellaneous

### I - Formalities

A / The GEOSERVICES EQUIPEMENTS company will fulfil, within the statutory periods, all legal formalities for publicity and +legal deposits relating to the transfers.

B / It will make it its personal affair to make the necessary declarations and carry out the necessary formalities at the appropriate authorities, in order to have the transferred assets placed in its name.

It will also make it its personal business, if necessary, for summonses to be sent out in accordance with Article 1690 of the Civil Code to the debtors of the transferred debts.

C / It must satisfy, as a general rule, all the necessary formalities, in order to render opposable to third parties the transmission of the assets and rights transferred to it.

### II – Withdrawal

The representative of the transferring company declares purely and simply that he withdraws it with all rights of privileges and avoidance action capable of benefiting the said company, over the aforesaid assets, in order to ensure the execution of the charges and conditions imposed on the receiving company, under this deed.

Accordingly, the need to make a registration in favour of the transferring company is specifically waived, for whatever reason.

### III – Transfer of titles

At the time of completion of this partial transfer of assets, the GEOSERVICES EQUIPEMENTS company will transfer the title deeds, certificates concerning securities, the justification for the ownership of the shares and all contracts, files, papers or other documents relating to the transferred assets and rights.

### IV - Costs

All the costs, dues and fees arising from the partial transfer of the assets, as well as all those to follow later and in consequence, will be borne by the GEOSERVICES EQUIPEMENTS company.

### V - Election of domicile

For the execution of this and subsequent agreements, and for all summonses and notifications, the representatives of the companies in question, acting in their official capacities, elect domicile at 7 rue Isaac Newton, ZI du Coudray - 93150 LE BLANC MESNIL.

**VI - Powers**

All powers are now expressly given to :

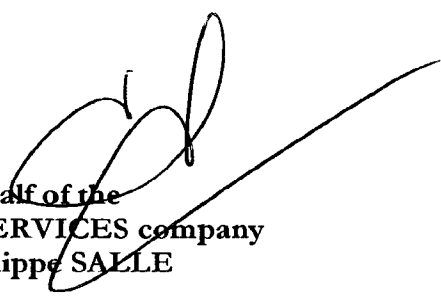
↳ the undersigned, in their official capacity, representing the companies affected by the transfer, with the option to act jointly or separately, in order, if necessary, to reiterate the transfers, correct the omissions, complete the descriptions and, in general, do what is necessary through all complementary or subsidiary deeds;

↳ to the holders of originals or certified extracts of this agreement and all documents establishing the actual transfers, in order to carry out all formalities and make any declarations, summonses, all deposits, registrations, publications, etc .

**VII – Affirmation of sincerity**

The parties affirm under the sentences imposed by Article 1837 of the General Tax Code, that the deed expresses the full remuneration for the transfer and that they are aware of the penalties incurred if making false affirmations.

LE BLANC MESNIL  
31st December 2007  
In eight copies



On behalf of the  
GEOSERVICES company  
Mr Philippe SALLE



On behalf of the  
GEOSERVICES EQUIPEMENTS company  
Mr Bruno BURBAN



<b>LIST OF APPENDICES</b>
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1. Certificate of incorporation of under three months for the GEOSERVICES company
2. Certificate of incorporation of under three months for the GEOSERVICES EQUIPEMENTS company
3. Up-to-date articles of the GEOSERVICES company
4. Up-to-date articles of the GEOSERVICES EQUIPEMENTS company
5. Balance sheet as at 31 December 2006 for the GEOSERVICES company
6. Statement of privileges and pledges of under three months for the GEOSERVICES company
7. List of transferred staff provided by the GEOSERVICES company
8. List of licenses, patents and trade marks made by the GEOSERVICES company



Annex 8.2.5.13

COUNTRY : UNITED STATES

Brand	Type of brand	Date registered	Registration number	Date filed	File number	Classes claimed
GEONEXT	verbal	25.06.1998	75/508602	03.10.2000	2390816	09
GEOSERVICES + design (G + // in colour)	semi-figurative	15.09.1999	75/799533	29.05.2001	2454655	37,42
RESERVAL	verbal	03.04.1997	75/268822	29.05.2001	2455629	09
GEOSERVICES	verbal	23.04.2003	78241375	24.01.2006	3048510	37,42
FLAIR	verbal	30.04.2004	78411647	25.07.2006	3119147	07,09,37,42
FLAIR	semi-figurative in colour	30.04.2004	78411650	27.06.2006	3108655	09,11,37,42