

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of Scotland plc	FORMERLY The Governor and Company of The Bank of Scotland	12/24/2009	Bank: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Paradigm Geophysical Limited		
<b>Street Address:</b>	c/o Paradigm Ltd., Walker House, 87 Mary Street		
<b>City:</b>	George Town, Grand Cayman		
<b>State/Country:</b>	CAYMAN ISLANDS		
<b>Entity Type:</b>	COMPANY: ISRAEL		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2503971	ECHOS	
Registration Number:	2581333	GEOLOG	
Registration Number:	2617087	POROS	
Registration Number:	2600578	ERGOS	
Registration Number:	2600579	SOLIDGEO	
Serial Number:	76191637	E-GEOSCIENCE	
Registration Number:	2625099	VOXELGEO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)493-6811		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	650-496-7543		
<b>Email:</b>	nbouch@wsgr.com		
<b>Correspondent Name:</b>	WSGR, c/o Nancy Bouch, Senior Paralegal		
<b>Address Line 1:</b>	650 Page Mill Road		
<b>Address Line 2:</b>	FH 2-1 P 10		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		

CH \$190.00 2503971

ATTORNEY DOCKET NUMBER:	31499.006
DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	
NAME OF SUBMITTER:	Nancy Bouch
Signature:	/s/Nancy Bouch
Date:	01/05/2010
<b>Total Attachments: 8</b> source=Paradigm Geophysical Limited - PTO B #page1.tif source=Paradigm Geophysical Limited - PTO B #page2.tif source=Paradigm Geophysical Limited - PTO B #page3.tif source=Paradigm Geophysical Limited - PTO B #page4.tif source=Paradigm Geophysical Limited - PTO B #page5.tif source=Paradigm Geophysical Limited - PTO B #page6.tif source=Paradigm Geophysical Limited - PTO B #page7.tif source=Paradigm Geophysical Limited - PTO B #page8.tif	

**TERMINATION OF SECURITY INTEREST IN  
PATENTS, TRADEMARKS AND COPYRIGHTS**

This Termination of Security Interest in Patents, Trademarks and Copyrights (the "Termination"), dated as of December ~~24~~<sup>24</sup>, 2009, is executed by Bank of Scotland plc (f/k/a The Governor and Company of The Bank of Scotland) in favor of Paradigm Geophysical Limited ("Grantor").

**RECITALS**

A. In connection with that certain Senior Facility Agreement, dated as of June 12, 2003 (as amended and restated and as further amended, supplemented or otherwise modified from time to time, the "Facility Agreement"), among Paradigm B.V. (f/k/a Paradigm Geotechnology B.V.), the lenders from time to time party thereto (the "Senior Lenders") (as defined in the Facility Agreement) and Bank of Scotland plc (f/k/a The Governor and Company of The Bank of Scotland), as Security Trustee ("Security Trustee"), Grantor and Security Trustee entered into a Debenture dated as of June 12, 2003 (as amended and restated and as further amended, supplemented or otherwise modified from time to time, the "Security Agreement"), and pursuant to the Security Agreement, Grantor and Security Trustee entered into a Grant of Patent Security Interest, dated as of June 12, 2003, as amended by the Amended and Restated Grant of Patent Security Interest, dated as of November 24, 2004 (the "Patent Agreement"), a Grant of Trademark Security Interest, dated as of June 12, 2003, as amended and restated by the Amended and Restated Grant of Trademark Security Interest, dated as of November 24, 2004 (the "Trademark Agreement") and a Grant of Copyright Security Interest, dated as of June 12, 2003, as amended and restated by the Amended and Restated Grant of Copyright Security Interest, dated as of November 24, 2004 (the "Copyright Agreement") to secure the prompt and complete payment and performance of all of Grantor's Secured Liabilities under the Security Agreement. All capitalized terms used herein and not otherwise defined have the respective meanings set forth in the Security Agreement.

B. The Patent Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on August 18, 2003 at Reel/Frame 014394/0884 and on December 20, 2004 at Reel/Frame 016079/0423 to evidence the security interest granted under the Patent Agreement.

C. The Trademark Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on August 20, 2003 at Reel/Frame 2815/0761 and on December 21, 2004 at 3117/0750 to evidence the security interest granted under the Trademark Agreement.

D. The Copyright Agreement was recorded with the United States Copyright Office on August 29, 2003 as Document Number V3501D210 and on March 3, 2005 as Document Number V35121D207 to evidence the security interest granted under the Copyright Agreement.


E. Grantor has paid in full and discharged all Secured Liabilities due and secured by the Patent Agreement, Trademark Agreement and Copyright Agreement, and Security Trustee has agreed to terminate and release its security interest in the Collateral (as defined below),

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Security Trustee expressly terminates and releases its security interest in all right, title and interest in and to the following (the "Collateral"):

- (i) the property identified on Schedule A (the "Patent Collateral");
- (ii) the property identified on Schedule B (the "Trademark Collateral"); and
- (iii) the property identified on Schedule C (the "Copyright Collateral").

IN WITNESS WHEREOF, Security Trustee has executed and delivered this Termination as of the day and year first above written.

**BANK OF SCOTLAND PLC as Security Trustee**

By:  \_\_\_\_\_

Name: CELIA SHEK

Title: ASSOCIATE DIRECTOR

## SCHEDULE A

### Patent 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 patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by Grantor in whole or in part (including the patents and patent applications listed in Schedule A-1, annexed hereto as part hereof), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing being collectively referred to as the "Patents"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent 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 Patent Collateral. For purposes of this Schedule A, the term "proceeds" includes whatever is receivable or received when Patent Collateral or proceeds are sold, exchanged, collected or otherwise disposed of whether such disposition is voluntary or involuntary.

**SCHEDULE A-1**

**Patents Issued:**

<b><u>Patent Number</u></b>	<b><u>Issue Date</u></b>	<b><u>Invention</u></b>	<b><u>Assignee</u></b>
5,629,904	May 3, 1997	Mitigation Process using a model based aperture technique	Paradigm Geophysical Limited

## SCHEDULE B

### 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 B-1, annexed hereto as part hereof) (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 B-1, annexed hereto as part hereof) (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 Schedule B, the terms "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.

**SCHEDULE B-1**

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



## SCHEDULE C

### Copyright 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) under copyright in various published and unpublished works of authorship including computer programs, computer data bases, other computer software layouts, trade dress, drawings, designs, writings, and formulas (including the works listed on Schedule C-1, annexed hereto as part hereof, as the same may be amended pursuant hereto from time to time (collectively, the "Copyrights"), all copyright registrations issued to Grantor and applications for copyright registration 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 listed on Schedule C-1, annexed hereto as part hereof, as the same may be amended pursuant hereto from time to time) (collectively, the "Copyright Registrations"), all common law and other rights in and to the Copyrights in the United States and any state thereof and in foreign countries including all copyright licenses (but with respect to such copyright licenses, only to the extent permitted by such licensing arrangements) (the "Copyright Rights"), including each of the Copyrights, rights, titles and interests in and to the Copyrights, all derivative works and other works protectable by copyright, which are presently, or in the future may be, owned, created (as a work for hire for the benefit of Grantor), authored (as a work for hire for the benefit of Grantor), or acquired by Grantor, in whole or in part, and all Copyright Rights with respect thereto and all Copyright Registrations therefor, heretofore or hereafter granted or applied for, and all renewals and extensions thereof, throughout the world, including all proceeds thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits), the right (but not the obligation) to renew and extend such Copyright Registrations and Copyright Rights and to register works protectable by copyright and the right (but not the obligation) to sue in the name of Grantor or in the name of Security Trustee or Lenders for past, present and future infringements of the Copyrights and Copyright Rights; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Copyright 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 Copyright Collateral. For purposes of this Schedule C, the term "proceeds" includes whatever is receivable or received when Copyright Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

**SCHEDULE C-1**

U.S. Copyrights:

<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Registered Owner</u>
GeoDepth Primer Product Line: Product Description	TX-4-298-805	May 16, 1996	Paradigm Geophysical Limited
Paradigm Geophysical: Model Based Exploration Systems	TX-4-303-543	May 16, 1996	Paradigm Geophysical Limited
GeoDepth Power: Version 5.0	TX-4-309-007	May 20, 1996	Paradigm Geophysical Limited
GeoDepth EarthModel Product Line, Product Description: Version 5.0	TX-4-386-411	May 20, 1996	Paradigm Geophysical Limited
GeoDepth Computer Programme and Instruction Manuals	TXu737-417	May 16, 1996	Paradigm Geophysical Limited