

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of Scotland plc	FORMERLY The Governor and Company of The Bank of Scotland	12/24/2009	Bank: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Paradigm Geophysical Corp.
Street Address:	c/o Paradigm Ltd., Walker House, 87 Mary Street
City:	George Town, Grand Cayman
State/Country:	CAYMAN ISLANDS
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1756623	GEOSEC
Registration Number:	1764316	GEODEPTH
Registration Number:	1926643	PARADIGM GEOPHYSICAL
Registration Number:	2347610	COMP5
Registration Number:	2584326	THE PETROLEUM WORKBENCH
Registration Number:	1884734	SIMBEST
Registration Number:	1393843	THERM
Registration Number:	1352521	DISCO
Serial Number:	78425694	INTERPRET
Serial Number:	78425668	WPM

CORRESPONDENCE DATA

Fax Number: (650)493-6811
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 650-496-7543

CH \$265.00 1756623

Email: nbouch@wsgr.com
Correspondent Name: WSGR, c/o Nancy Bouch, Senior Paralegal
Address Line 1: 650 Page Mill Road
Address Line 2: FH 2-1 P10
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	31499.006
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Nancy Bouch
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Signature:	/s/Nancy Bouch
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Date:	01/05/2010
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Total Attachments: 9
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**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~~, 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 Corp. ("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 Security Agreement 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 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 Agreement, 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 December 20, 2004 at Reel/Frame 016079/0670 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 December 21, 2004 at 3117/0932 to evidence the security interest granted under the Trademark Agreement.

D. The Copyright Agreement was recorded with the United States Copyright Office on September 24, 2004 as Document Number V3515D552 and on January 3, 2005 as Document Number V3519D207 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 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

<u>Patent Number</u>	<u>Issue Date</u>	<u>Invention</u>	<u>Assignee</u>
4,953,142	August 28, 1990	Model-Based Depth Processing of Seismic Data	Paradigm Geophysical Corporation

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

<u>Registered Owner</u>	<u>Country</u>	<u>Trademark Description</u>	<u>Registration/Application Number</u>	<u>Registration/Filing Date</u>	<u>Owner</u>
Paradigm Geophysical Corp.	U.S.	GEOSEC	1,756,623	Registered March 9, 1993 Renewed May 15, 2003	
Paradigm Geophysical Corp.	U.S.	GEODEPTH	1,764,316	Registered April 13, 2003 Renewed May 15, 2003	
Paradigm Geophysical Corp.	U.S.	PARADIGM GEOPHYSICAL	1,926,643	October 10, 1995	
Paradigm Geophysical Corp.	U.S.	COMP5	2,347,610	May 2, 2000	
Paradigm Geophysical Corp.	U.S.	THE PETROLEUM WORKBENCH	2,584,326	June 25, 2002	
Paradigm Geophysical Corp.	U.S.	SIMBEST	1,884,734	March 21, 1995	
Paradigm Geophysical Corp.	U.S.	THERM	1,393,843	May 20, 1986	
Paradigm Geophysical Corp.	U.S.	DISCO	1,352,521	August 6, 1985	
	U.S.	INTERPRET	78-425,694	May 26, 2004	Paradigm Geophysical Corp.
	U.S.	WPM	78-4252,668	May 26, 2004	Paradigm Geophysical Corp.

Foreign Trademarks:

<u>Registered Owner</u>	<u>Country</u>	<u>Trademark Description</u>	<u>Registration/Application Number</u>	<u>Registration/Filing Date</u>	<u>Owner</u>
	Canada	PARADIGM GEOPHYSICAL	TMA444,573	June 30, 1995	Paradigm Geophysical Corp.

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>Date</u>	<u>Owner</u>
Geostation source code, object code and user guides	TXu-597-259; TXu-634-583	Registered July 9, 1993 Assigned August 11, 1993	Assigned to Paradigm Geophysical Corporation from Grant Tensor Geophysical Corporation and GT Graphic Technology Ltd.