

**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>
Wells Fargo Foothill, Inc.		08/28/2009	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Seitel, Inc.		
<b>Street Address:</b>	10811 S. Westview Circle Dr., Building C, Suite 100		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77043		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2760851	SEITEL	
Registration Number:	2676757	S	
Registration Number:	2676756	SEITEL S	
Serial Number:	78167209	DATADOORS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)939-5849		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214-939-5500		
<b>Email:</b>	juliana.chen@klgates.com		
<b>Correspondent Name:</b>	Juliana Chen		
<b>Address Line 1:</b>	K&L Gates LLP, 1717 Main St., Ste. 2800		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	1279056-141		
<b>NAME OF SUBMITTER:</b>	Juliana Chen		

**CH \$115.00 2760851**

**900153163**

**TRADEMARK  
 REEL: 004138 FRAME: 0333**

Signature:	/jwc/
Date:	01/27/2010
Total Attachments: 3 source=seitel release by secured party#page1.tif source=seitel release by secured party#page2.tif source=seitel release by secured party#page3.tif	

## ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS (“Assignment”), taking retroactive effect as of August 28, 2009 by WELLS FARGO FOOTHILL, INC., a California corporation (“Assignor”), in favor of SEITEL, INC., a Delaware corporation (“Assignee”).

Whereas, THE PARTIES HERETO ENTERED in the past into that certain Amended and Restated Loan and Security Agreement, Amended and Restated Trademark Security Agreement, and Assignment of Trademarks, each dated as of February 14, 2007 by and among Assignor and Assignee, (including all annexes, exhibits, or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “Loan Documents”). The loan that was the subject of the Loan Documents was paid off entirely by Assignee on August 28, 2009. Since the loan that was the subject of the Loan Documents has been paid off, all trademarks that were assigned as collateral pursuant to the Loan Documents are now transferred back to Assignee.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

ASSIGNMENT OF TRADEMARKS. Assignor hereby grants, assigns, and conveys to Assignee all of Assignor’s right, title and interest in and to all trademark rights that were assigned to Assignor by Assignee pursuant to the Loan Documents, including without limitations the trademark registrations and prior application listed in Schedule A attached hereto (the “Trademarks”), all associated goodwill, the right (but not the obligation) to sue for past, present, and future infringements of the Trademarks and all rights (but not obligations) corresponding thereto including the right to collect and retain all proceeds of such infringement suits. The assignment takes retroactive effect as of August 28, 2009, the date when the loan was paid off entirely. Assignor makes no representation or warranty that Schedule A is a complete list of the Trademarks or that the Trademarks are valid, subsisting, or enforceable, and assigns the Trademarks as is.

This Assignment is made **WITHOUT REPRESENTATION, WARRANTY OR RECOURSE WHATSOEVER, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY WITHOUT ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE**, on the part of Assignor (or any of its officers, directors, employees, agents, representatives, attorneys, or Assignor’s affiliates or participants or any of the foregoing parties’ officers, directors, employees, agents, representatives or attorneys; collectively, the “Assignor Parties”). **WITHOUT LIMITING THE FOREGOING, THIS ASSIGNMENT IS MADE, AND ASSIGNOR TRANSFERS AND CONVEYS THE TRADEMARKS THEREUNDER, “AS-IS” AND “WHERE-IS” AND ASSIGNOR EXPRESSLY SPECIFICALLY DISCLAIMS AND EXCLUDES FROM THIS ASSIGNMENT AND SHALL NOT BE DEEMED TO HAVE MADE, AND BY ACCEPTANCE OF THIS ASSIGNMENT ASSIGNEE SHALL BE DEEMED TO HAVE IRREVOCABLY WAIVED (a) ANY REPRESENTATION OR WARRANTY,**

EXPRESS OR IMPLIED, CONCERNING THE TRADEMARKS AS TO VALUE, DESIGN, OR QUALITY; (b) ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF FREEDOM FROM ANY RIGHTFUL CLAIM BY WAY OF INFRINGEMENT OR THE LIKE; (c) ANY IMPLIED REPRESENTATION OR WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO THE TRADEMARKS; (d) ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE TRADEMARKS; (e) ANY OBLIGATION OR LIABILITY OF ASSIGNOR ARISING IN CONTRACT OR IN TORT (INCLUDING STRICT LIABILITY OR SUCH LIABILITY AS MAY ARISE BY REASON OF SUCH PERSON'S NEGLIGENCE) ACTUAL OR IMPUTED, OR IN STRICT LIABILITY, INCLUDING ANY OBLIGATION OR LIABILITY FOR LOSS OF USE, REVENUE OR PROFIT, WITH RESPECT TO THE TRADEMARKS OR FOR ANY LIABILITY OF ASSIGNOR TO ANY THIRD PARTY OR ANY OTHER DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE WHATSOEVER WITH RESPECT TO THE TRADEMARKS; AND (f) EXCEPT AS EXPRESSLY PROVIDED HEREINABOVE ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

WELLS FARGO FOOTHILL, INC.

Executed this date of January 22, 2010

By: 

Name: William M. Plough

Title: Vice President

**SCHEDULE A**

ASSIGNMENT OF TRADEMARKS

**REGISTERED U.S. TRADEMARKS**

<u>Trademark</u>	<u>Applicant</u>	<u>Registration Date</u>	<u>Registration No.</u>
SEITEL S	Seitel, Inc.	01/21/2003	2,676,756
S	Seitel, Inc.	01/21/2003	2,676,757
SEITEL	Seitel, Inc.	09/09/2003	2,760,851

**PRIOR PENDING U.S. TRADEMARK APPLICATION**

<u>Trademark</u>	<u>Applicant</u>	<u>Abandonment Date</u>	<u>Application No.</u>
DATADOORS	Seitel, Inc.	12/8/2006	SN 78/167,209