

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Geophysical Services, Inc.		04/30/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	901 Main Street		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3148160	RG-3D RESERVOIR GRADE	
Registration Number:	3170964	RG 2D RESERVOIR GRADE	
Registration Number:	3198605	EXCITING THE PLANET	
Serial Number:	85001762	FRACFACTOR	
CORRESPONDENCE DATA			
Fax Number:	(713)222-3291		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713.221.3306		
Email:	constance.rhebergen@bgllp.com		
Correspondent Name:	Constance Gall Rhebergen		
Address Line 1:	711 Louisiana Street		
Address Line 2:	Suite 2300		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	060877.091210		
NAME OF SUBMITTER:	Constance Gall Rhebergen		

OP \$115.00 3148160

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TRADEMARK
REEL: 004231 FRAME: 0943

Signature:	/Constance Gall Rhebergen/
Date:	06/25/2010
Total Attachments: 3 source=11 Trademark Security Agmt - Global Geo#page1.tif source=11 Trademark Security Agmt - Global Geo#page2.tif source=11 Trademark Security Agmt - Global Geo#page3.tif	

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

WHEREAS, Global Geophysical Services, Inc., a Delaware corporation (herein referred to as the "Debtor"), having an address at 13927 South Gessner Road, Missouri City, Texas 77489, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, Debtor has entered into a Credit Agreement dated as of April 30, 2010 (as amended, amended and restated, supplemented, extended, or otherwise modified from time to time, the "Credit Agreement") with the financial institutions from time to time party thereto (the "Lenders"), and Bank of America, N.A., in its capacity as administrative agent (in such capacity, the "Administrative Agent"), Swing Line Lender and L/C Issuer.

WHEREAS, in connection with the Credit Agreement, the Debtor and certain subsidiaries of the Debtor have entered into a Security Agreement (as amended, amended and restated, supplemented, extended, or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent, pursuant to which the Debtor has granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations (as defined in the Security Agreement), a security interest in all right, title and interest of the Debtor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Debtor, and all reissues, extensions or renewals thereof, all Trademark Licenses (as defined in the Security Agreement) and all proceeds thereof, including, without limitation, any claims by the Debtor against third parties for infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

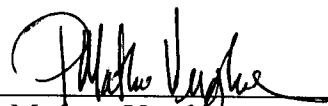
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby further confirm, and put on the public record, its grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is 901 Main Street, Dallas, Texas 75202.

IN WITNESS WHEREOF, Global Geophysical Services, Inc. has duly executed or caused this Supplement to the Security Agreement to be duly executed as of the date first written above.

**GLOBAL GEOPHYSICAL SERVICES,
INC.**

By: 

P. Mathew Verghese
Senior Vice President and Chief Financial
Officer

SCHEDULE 1-A TO THE TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TRADEMARKS

Country	Trademark	Registration No.	Status
US	"RG-3D" Logo	3,148,160 September 26, 2006	Registered
US	"RG-2D" Logo	3,170,964 November 14, 2006	Registered
US	"Exciting the Plant" slogan	3,198,605 January 16, 2007	Registered

PENDING TRADEMARK APPLICATIONS

Country	Trademark	Application No.	Status
US	FRACFACTOR	85001762	Application filed March 30, 2010

TRADEMARK LICENSES

Country	Trademark	Registration No.	Status
US	Global Logo	3,040,806 January 10, 2006	Registered Richard A. Degner, Owner Global Geophysical Services, Inc., Licensee