

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Seismic Micro-Technology, Inc.		12/13/2010	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	3247395	OPENKINGDOM
Serial Number:	77739356	KINGDOM SEEKER
Registration Number:	3703756	1D FORWARD MODELING
Registration Number:	3593567	S SMT
Registration Number:	3593555	SMT
Registration Number:	3516849	OPENKINGDOM DOMAIN
Registration Number:	2624812	EARTHPAK
Registration Number:	2588483	CGMPAK
Registration Number:	3464891	SUREFRAC
Registration Number:	3346670	SEISMIC THROUGH SIMULATION
Registration Number:	3305232	SUREPVT
Registration Number:	3226517	2D/3DPAK
Registration Number:	3190823	MODPAK
Registration Number:	3226516	KINGDOM

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Registration Number:	3214531	SUREPLOT
Registration Number:	3170223	LOGPAK
Registration Number:	3291374	VELPAK
Registration Number:	3067280	SURE SOFTWARE
Registration Number:	3052927	SUREGRID
Registration Number:	3052643	(RC)2
Registration Number:	3052642	(RC)2 SOFTWARE
Registration Number:	3052592	SURE
Registration Number:	3052591	(RC)2
Registration Number:	3037347	(RC)2 SOFTWARE
Registration Number:	3052381	TUNNEL L
Registration Number:	3047843	TUNNEL L+
Registration Number:	3152507	TUNNEL O
Registration Number:	3340492	OPENKINGDOM
Registration Number:	2972042	PAKNOTES
Registration Number:	2862146	THE KINGDOM SUITE+
Registration Number:	3036197	AVOPAK
Registration Number:	2396584	3DPAK
Registration Number:	2349456	THE KINGDOM SUITE
Registration Number:	2359291	SYNPAK
Registration Number:	2359290	VUPAK
Registration Number:	2420194	2DPAK
Registration Number:	2416634	TRACEPAK
Registration Number:	2359289	LOADPAK
Registration Number:	2359288	DIRECTPLOT
Registration Number:	2420193	2D/3D PAK

CORRESPONDENCE DATA

Fax Number: (404)572-5128
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-572-3458
Email: slake@kslaw.com
Correspondent Name: Susan Lake, Paralegal
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:

09636-015067

TRADEMARK

REEL: 004441 FRAME: 0066

NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	12/26/2010
Total Attachments: 5 source=Seismic TSA#page1.tif source=Seismic TSA#page2.tif source=Seismic TSA#page3.tif source=Seismic TSA#page4.tif source=Seismic TSA#page5.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of December 13, 2010 by SEISMIC MICRO-TECHNOLOGY, INC. (the "Pledgor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a security agreement dated as of December 13, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement to confirm and evidence the security interest granted pursuant to the Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

(a) Trademarks of such Pledgor listed on Schedule I attached hereto (other than Excluded Property), provided that the grant of security interest shall not include any Trademark that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest, including, without limitation, any United States Trademark application that is based on an intent-to-use interest, unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such Trademark;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent obligations that are not then due and payable) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SEISMIC MICRO-TECHNOLOGY

By: 
Name: Jake Pyles
Title: Chief Financial Officer

Accepted and Agreed:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Collateral Agent

By: _____
Duly Authorized Signatory

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SEISMIC MICRO-TECHNOLOGY

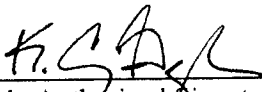
By: _____

Name: Jake Pyles

Title: Chief Financial Officer

Accepted and Agreed:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Collateral Agent

By:  _____
Duly Authorized Signatory

SCHEDULE I
To
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

<i>TRADEMARK</i>	<i>SERIAL/ REGISTRATION NO.</i>	<i>FILING/ REGISTRATION DATE</i>
OpenKingdom	3247395	05/29/2007
Kingdom Seeker	77739356	05/18/2009
1D Forward Modeling	3703756	10/27/2009
S SMT	3593567	03/24/2009
SMT	3593555	03/24/2009
OpenKingdom Domain	3516849	10/14/2008
EarthPak	2624812	09/24/2002
CGMPAK	2588483	07/02/2002
Surefrac	3464891	07/15/2008
Seismic through simulation	3346670	12/04/2007
SurePVT	3305232	10/09/2007
2D/3DPAK	3226517	04/01/2007
MODPAK	3190823	01/02/2007
Kingdom	3226516	04/01/2007
Sureplot	3214531	03/06/2007
LOGPAK	3170223	11/07/2006
VELPAK	3291374	09/11/2007
Sure Software	3067280	03/14/2006
Suregrid	3052927	01/31/2006
(RC)2	3052643	01/31/2006
(RC)2 Software	3052642	01/31/2006
Sure	3052592	01/31/2006
(RC)2	3052591	01/31/2006
(RC)2 Software	3037347	01/03/2006
Tunnel	3052381	01/31/2006
Tunnel L+	3047843	01/24/2006
Tunnel O	3152507	10/10/2006
OpenKingdom	3340492	11/20/2007
PAKNOTES	2972042	07/19/2005
The Kingdom Suite+	2862146	07/13/2004
AVOPAK	3036197	12/27/2005
3dPAK	2396584	10/17/2000
The KINGDOM Suite	2349456	05/16/2000
SynPAK	2359291	06/20/2000
VuPAK	2359290	06/20/2000
2dPAK	2420194	01/09/2001
TracePAK	2416634	12/26/2000
LoadPAK	2359289	06/20/2000
DirectPLOT	2359288	06/20/2000
2d/3dPAK	2420193	01/09/2001