

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	1st Lien Short Form IP Sec. Agr.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PARADIGM GEOPHYSICAL CORP.		07/30/2012	Corporation-Delaware: UNITED STATES
Paradigm Geophysical Limited		07/30/2012	Private Corporation: ISRAEL
Paradigm Geophysical (Luxembourg) S.a.r.l.		07/30/2012	Private Limited Liability Company: LUXEMBOURG
Paradigm Sciences Ltd.		07/30/2012	Exempted Company: CAYMAN ISLANDS

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	677 Washington Blvd.
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Serial Number:	77539033	ECHOS
Registration Number:	3331377	A VISION FOR ENERGY
Registration Number:	3341299	A VISION FOR ENERGY
Registration Number:	1764316	GEODEPTH
Registration Number:	1756623	GEOSEC
Registration Number:	3044904	INTERPRET
Registration Number:	3482158	STRATIMAGIC
Registration Number:	3320288	SYSDRILL
Registration Number:	2581333	GEOLOG
Registration Number:	2600579	SOLIDGEO

CH \$865.00 77539033

Registration Number:	2625099	VOXELGEO
Registration Number:	3570560	SKUA
Registration Number:	3643333	CERTAIN VISION
Registration Number:	3672195	DIRECTORGEO
Registration Number:	4115259	EARTHSTUDY 360
Registration Number:	3736062	EARTHSTUDY 360
Registration Number:	3672183	EPOS
Registration Number:	3743868	FASTVEL
Registration Number:	3675803	GEOSTEER
Registration Number:	3647011	OPENGEO
Registration Number:	3672182	OPSLINK
Registration Number:	3939446	PARADIGM
Serial Number:	85048798	REDEFINING INTERPRETATION
Registration Number:	3751219	ROCK & FLUID CANVAS
Registration Number:	3654070	SEISEARTH
Registration Number:	3743869	SEISFACIES
Registration Number:	3939447	
Registration Number:	3790019	STRATEARTH
Registration Number:	3738969	UVT TRANSFORM
Registration Number:	3643464	VISION IS CERTAINTY
Registration Number:	3420035	PARADIGM
Registration Number:	3138240	PARADIGM THE GEOSCIENCE KNOWLEDGE COMPANY
Serial Number:	77634230	PROBE
Registration Number:	3735965	HIGHER ORDER WORKFLOW

CORRESPONDENCE DATA

Fax Number: 3026365454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 202-408-3121 x2348
Email: JBERG@CSCINFO.COM
Correspondent Name: Corporation Service Co.-J.Paterson
Address Line 1: 1090 Vermont Avenue, NW
Address Line 2: Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

301447 -TQ

NAME OF SUBMITTER:

Jody Berg

TRADEMARK

REEL: 004835 FRAME: 0706

/Jody Berg/

Date:

08/03/2012

Total Attachments: 13

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated July 30, 2012, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of UBS AG, STAMFORD BRANCH (“UBS”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Intellectual Property Security Agreement referred to therein.

WHEREAS, PINNACLE HOLDCO S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 41, boulevard Prince Henri, L-1724 Luxembourg, registered with the Luxembourg register of trade and companies under number B 165.238 and with a share capital of \$449,308,425 (the “Parent Borrower”), PINNACLE (US) ACQUISITION CO LIMITED, a Delaware corporation (the “US Borrower” and together with the Parent Borrower, the “Borrowers”), PINNACLE MIDCO S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 41, boulevard Prince Henri, L-1724 Luxembourg, registered with the Luxembourg register of trade and companies under number B 169.225 and with a share capital of \$449,582,365 (“Holdings”), each Lender from time to time party thereto, UBS, as Administrative Agent and Collateral Agent, and each other party thereto have entered into the First Lien Credit Agreement dated as of July 30, 2012 (the “Closing Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements to the Borrowers upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the First Lien Intellectual Property Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements.

WHEREAS, under the terms of the Intellectual Property Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the relevant Intellectual Property Registers and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in or a charge over (as applicable), all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) the Patents (as defined in the Intellectual Property Security Agreement) set forth in Schedule A hereto;
- (b) the registered Trademarks (as defined in the Intellectual Property Security Agreement) and Trademarks for which applications are pending set forth in Schedule B hereto; and

(c) the registrations in the United States of Copyrights (as defined in the Intellectual Property Security Agreement) set forth in Schedule C hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the relevant Intellectual Property Register (as defined in the First Lien Intellectual Property Security Agreement). Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, or equivalent office or officer in each of the appropriate Intellectual Property Registers, record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


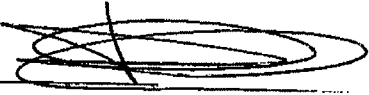
PARADIGM GEOPHYSICAL CORP.,
as Initial Grantor

By: 
Name: _____
Title: _____

PARADIGM GEOPHYSICAL LIMITED,
as Initial Grantor

By: _____
Name: _____
Title: _____

PARADIGM GEOPHYSICAL
(LUXEMBOURG), S.A R.L.,
as Initial Grantor


By:  
Name: _____
Title: _____

PARADIGM SCIENCES LTD.,
as Initial Grantor

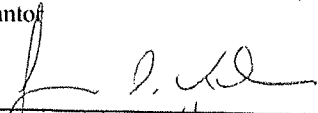
By: 
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

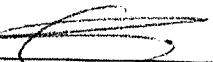
PARADIGM GEOPHYSICAL CORP.,
as Initial Grantor

By: 
Name: C. ZUNDER
Title: Director

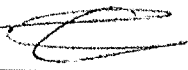
PARADIGM GEOPHYSICAL LIMITED,
as Initial Grantor

By: 
Name: Nathan Keller
Title: Director

PARADIGM GEOPHYSICAL
(LUXEMBOURG), S.A R.L.,
as Initial Grantor


By: 
Name: C. ZUNDER
Title: Director

PARADIGM SCIENCES LTD.,
as Initial Grantor

By: 
Name: C. ZUNDER
Title: Director

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: _____ Associate Director
Title: _____ Banking Products
Services, US

By: 
Name: _____ Associate Director
Title: _____ Banking Products
Services, US

SCHEDULE A

Patents and Patent Applications

Jurisdiction	Title	(App. No.) / Patent No.	(App. Date) / Issue Date	Record Owner
Canada	DEVICE AND METHOD FOR DISPLAYING FULL AZIMUTH ANGLE DOMAIN IMAGE DATA	(2690129)	(7-Dec-09)	Paradigm Geophysical Corp.
European Patent Office	SYSTEM AND METHOD FOR FULL AZIMUTH ANGLE DOMAIN IMAGING IN REDUCED DIMENSIONAL COORDINATE SYSTEMS	(7827309.1)	(1-Nov-07)	PARADIGM GEOPHYSICAL (LUXEMBOURG)
European Patent Office	MODEL-BASED TIME-PRESERVING TOMOGRAPHY	(8719917)	(5-Mar-08)	PARADIGM GEOPHYSICAL (LUXEMBOURG) S.A.R.L.
European Patent Office	SYSTEM AND METHOD FOR DISPLAYING SEISMIC HORIZONS WITH ATTRIBUTES	(6809774)	(19-Oct-06)	PARADIGM GEOPHYSICAL (LUXEMBOURG) S.A.R.L.
European Patent Office	DEVICE AND METHOD FOR DISPLAYING FULL AZIMUTH ANGLE DOMAIN IMAGE DATA	(8770278.3)	(7-Jan-10)	Paradigm Geophysical Corp and Paradigm Geophysical Ltd (joint owners)
European Patent Office	METHOD OF RECONSTRUCTING SEISMIC RECORDS TO OBTAIN HIGH RESOLUTION SIGNALS	(3759327.4)	(22-Sep-03)	PARADIGM GEOPHYSICAL CORPORATION
European Patent Office	PARTITIONING ALGORITHM FOR BUILDING A STRATIGRAPHIC GRID	(8831401.8)	(31-Mar-08)	PARADIGM GEOPHYSICAL CORPORATION
European Patent Office	SYSTEM AND METHOD FOR FAULT IDENTIFICATION	(5809254.5)	(23-Nov-05)	PARADIGM GEOPHYSICAL LTD.
European Patent Office	MULTIPLE SUPPRESSION IN ANGLE DOMAIN TIME AND DEPTH MIGRATION	(6711216.9)	(22-Feb-06)	PARADIGM GEOPHYSICAL LTD.
United States	SKUA – GEOLOGY FEATURE-ALIGNED CONFORMAL STRUCTURED HEXAHEDRON-DOMINANT GEOLOGY GRID	(61/605,866)	(2-Mar-12)	PARADIGM GEOPHYSICAL LTD.
United States	SYSTEMS AND PROCESSES FOR BUILDING MULTIPLE EQUIPROBABLE COHERENT GEOMETRICAL MODELS OF THE SUBSURFACE	(12/791,370)	(1-Jun-10)	Jean-Laurent Mallet and Paradigm Sciences Ltd.

United States	SYSTEMS AND METHODS FOR BUILDING AXES, CO-AXES AND PALEO- GEOGRAPHIC COORDINATES RELATED TO A STRATIFIED GEOLOGICAL VOLUME	(12/791,352)	(1-Jun-10)	Jean-Laurent Mallet and Paradigm Sciences Ltd.
United States	SYSTEMS AND METHODS FOR MODELING FAULTS IN THE SUBSURFACE	(12/791,483)	(1-Jun-10)	Jean-Laurent Mallet and Paradigm Sciences Ltd.
United States	CROSSPLOT ANALYSIS OF A.V.O. ANOMOLIES IN SEISMIC SURVEYING	7,095,677	22-Aug-06	PARADIGM SCIENCES LTD.
United States	WAVE MIGRATION BY A KRYLOV SPACE EXPANSION OF THE SQUARE ROOT EXPONENT OPERATOR, FOR USE IN SEISMIC IMAGING	6,819,628	16-Nov-04	PARADIGM GEOPHYSICAL (LUXEMBOURG) S.A.R.L.
United States	PARTITIONING ALGORITHM FOR BUILDING A STRATIGRAPHIC GRID	8,150,663	3-Apr-12	PARADIGM GEOPHYSICAL (LUXEMBOURG) S.A.R.L.
United States	SYSTEM AND METHOD FOR FULL AZIMUTH ANGLE DOMAIN IMAGING IN REDUCED DIMENSIONAL COORDINATE SYSTEMS	8,120,991	21-Feb-12	PARADIGM GEOPHYSICAL (LUXEMBOURG) S.A.R.L.
United States	MODELLING CONTINUOUS PROPERTIES ON DISCONTINUOUS SURFACES	6820043	16-Nov-04	PARADIGM GEOPHYSICAL CORPORATION
United States	METHOD OF RECONSTRUCTING SEISMIC RECORDS TO OBTAIN HIGH RESOLUTION SIGNALS	6,873,913	29-Mar-05	PARADIGM GEOPHYSICAL CORPORATION
United States	METHOD AND SYSTEM FOR LIMITED FREQUENCY SEISMIC IMAGING	6,859,734	22-Feb-05	PARADIGM GEOPHYSICAL CORPORATION
United States	TRANSFER FUNCTION METHOD OF SEISMIC SIGNAL PROCESSING AND EXPLORATION	6,430,508	6-Aug-02	PARADIGM GEOPHYSICAL CORPORATION
United States	MIGRATION PROCESS USING A MODEL BASED APERTURE TECHNIQUE	5,629,904	13-May-97	PARADIGM GEOPHYSICAL LTD.
United States	SYSTEM AND METHOD FOR FAULT IDENTIFICATION	7,844,402	30-Nov-10	PARADIGM GEOPHYSICAL LTD.
United States	SYSTEM AND METHOD FOR FAULT IDENTIFICATION	8,095,319	10-Jan-12	PARADIGM GEOPHYSICAL LTD.

United States	MULTIPLE SUPPRESSION IN ANGLE DOMAIN TIME AND DEPTH MIGRATION	7584056	01-Sep-09	PARADIGM GEOPHYSICAL LTD.
United States	SYSTEM AND METHOD FOR DISPLAYING SEISMIC HORIZONS WITH ATTRIBUTES	(12/090,584)	(17-Apr-08)	PARADIGM SCIENCES LTD.
United States	MODEL-BASED TIME-PRESERVING TOMOGRAPHY	(12/042,417)	(5-Mar-08)	Paradigm Sciences Ltd
United States	DEVICE AND METHOD FOR DISPLAYING FULL AZIMUTH ANGLE DOMAIN IMAGE DATA	(12/663,326)	(7-Dec-09)	Paradigm Geophysical Ltd

SCHEDULE B

Trademarks and Trademark Applications

Jurisdiction	Trademark	(App. No.)/ Reg. No.	(App. Date)/ Reg. Date	Record Owner
Canada	SKUA	TMA754,453	3-Dec-09	PARADIGM GEOPHYSICAL Luxembourg SARL
Canada	SEISX	TMA538252	4-Dec-00	PARADIGM GEOPHYSICAL LTD.
Canada	CASEWELL (Stylized letters)	TMA470538	5-Feb-97	Paradigm Geophysical Ltd.
Canada	EARTHSTUDY 360	TMA824599	23-May-12	PARADIGM SCIENCES LTD.
Canada	EPOS	TMA797889	18-May-11	PARADIGM SCIENCES LTD.
Canada	PARADIGM	(1441895)	(17-Jun-09)	PARADIGM SCIENCES LTD.
Canada	SEISEARTH	TMA799855	13-Jun-11	PARADIGM SCIENCES LTD.
Canada	Seismic Echo Logo	(1441897)	(17-Jun-09)	PARADIGM SCIENCES LTD.
Canada	UVT TRANSFORM	TMA780276	21-Oct-10	PARADIGM SCIENCES LTD.
Canada	VANGUARD	TMA806509	12-Sep-11	PARADIGM SCIENCES LTD.
United Kingdom	DIRECTOR	2117073	18-Jun-99	Paradigm Sciences Ltd
United States	ECHOS	(77539033) Intent to Use	(5-Aug-08)	PARADIGM GEOPHYSICAL CORP.
United States	A Vision for Energy	3331377	6-Nov-07	PARADIGM GEOPHYSICAL CORPORATION
United States	A Vision of Energy (Logo)	3341299	20-Nov-07	PARADIGM GEOPHYSICAL CORPORATION
United States	GEODEPTH	1764316	13-Apr-93	PARADIGM GEOPHYSICAL CORPORATION
United States	GEOSEC	1756623	9-Mar-93	PARADIGM GEOPHYSICAL CORPORATION
United States	INTERPRET	3,044,904	17-Jan-06	PARADIGM GEOPHYSICAL CORPORATION
United States	STRATIMAGIC	3482158	5-Aug-08	PARADIGM GEOPHYSICAL CORPORATION
United States	SYSDRILL	3320288	23-Oct-07	PARADIGM GEOPHYSICAL CORPORATION
United States	GEOLOG	2581333	18-Jun-02	PARADIGM GEOPHYSICAL LTD.
United States	SOLIDGEO	2600579	30-Jul-02	PARADIGM GEOPHYSICAL LTD.
United States	VOXELGEO	2625099	24-Sep-02	PARADIGM GEOPHYSICAL LTD.
United States	SKUA	3570560	3-Feb-09	PARADIGM GEOPHYSICAL Luxembourg SARL
United States	CERTAIN VISION	3,643,333	23-Jun-09	PARADIGM SCIENCES LTD.
United States	DIRECTORGEO	3672195	25-Aug-09	PARADIGM SCIENCES LTD.
United States	EARTHSTUDY 360	4115259	20-Mar-12	PARADIGM SCIENCES LTD.
United States	EARTHSTUDY 360	3736062	12-Jan-10	PARADIGM SCIENCES LTD.
United States	EPOS	3672183	25-Aug-09	PARADIGM SCIENCES LTD.
United States	FASTVEL	3743868	2-Feb-10	PARADIGM SCIENCES LTD.
United States	GEOSTEER	3675803	1-Sep-09	PARADIGM SCIENCES LTD.

United States	OPENGEO	3,647,011	30-Jun-09	PARADIGM SCIENCES LTD.
United States	OPSLINK	3672182	25-Aug-09	PARADIGM SCIENCES LTD.
United States	PARADIGM	3939446	5-Apr-11	PARADIGM SCIENCES LTD.
United States	REDEFINING INTERPRETATION	(85/048798) Intent to Use	(26-May-10)	PARADIGM SCIENCES LTD.
United States	ROCK & FLUID CANVAS	3751219	23-Feb-10	PARADIGM SCIENCES LTD.
United States	SEISEARTH	3,654,070	14-Jul-09	PARADIGM SCIENCES LTD.
United States	SEISFACIES	3743869	2-Feb-10	PARADIGM SCIENCES LTD.
United States	Seismic Echo Logo	3939447	5-Apr-11	PARADIGM SCIENCES LTD.
United States	StratEarth	3790019	18-May-10	PARADIGM SCIENCES LTD.
United States	UVT TRANSFORM	3738969	19-Jan-10	PARADIGM SCIENCES LTD.
United States	VISION IS CERTAINTY	3,643,464	23-Jun-09	PARADIGM SCIENCES LTD.
United States	PARADIGM logo	3420035	29-Apr-08	Paradigm Sciences LTD. (Cayman Islands Company)
United States	Paradigm the GeoScience Knowledge Company	3138240	5-Sep-06	Paradigm Sciences LTD. (Cayman Islands Company)
United States	PROBE	(77-634,230)	(16-Dec-08)	Paradigm Sciences Ltd. (Cayman Islands Corporation)
United States	HIGHER ORDER WORKFLOW	3735965	12-Jan-10	Paradigm Sciences Ltd. (Cayman Islands Corporation)

SCHEDULE C

United States Copyrights and Copyright Applications

Jurisdiction	Title	Reg. No.	Reg. Date	Record Owner
United States	Geostation	TXu000597259	7/9/1993	Paradigm Geophysical Corporation
United States	Geostation	TXu000634583	5/10/1994	Paradigm Geophysical Corporation
United States	Vv-shm.h : version 1.12.	TX0006340315	5/31/2006	Paradigm Geophysical Corporation
United States	GeoDepth EarthModel product line : product description : version 5.0.	TX0004386411	5/20/1996	Paradigm Geophysical Ltd.
United States	GeoDepth power : version 5.0.	TX0004309007	5/20/1996	Paradigm Geophysical Ltd.
United States	GeoDepth primer product line product description : version 5.0.	TX0004298805	5/16/1996	Paradigm Geophysical Ltd.
United States	Geolog 6.002.	TX0006097876	3/16/2005	Paradigm Geophysical Ltd.
United States	Geolog 6.003.	TX0006392682	3/16/2005	Paradigm Geophysical Ltd.
United States	Geolog 6.4.	TX0006392681	3/16/2005	Paradigm Geophysical Ltd.
United States	Geolog 6.5.	TX0006392683	3/16/2005	Paradigm Geophysical Ltd.
United States	Geolog 6.5.1.	TX0006392684	3/16/2006	Paradigm Geophysical Ltd.
United States	Paradigm geophysical : model-based exploration systems.	TX0004303543	5/16/1996	Paradigm Geophysical Ltd.
United States	Geostation: GeoDepth computer program and instruction manuals.	TXu000737417	5/16/1996	Paradigm Geophysical, Ltd.