

**EXHIBIT A
TO
TRADEMARK SECURITY AGREEMENT**

LIST OF TRADEMARKS

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Geokinetics Processing, Inc.	GDCMOD	04/10/2007	US: 3226728
Geokinetics Processing, Inc.	JROUGE	09/26/2006	US: 3147814
Geokinetics Processing, Inc.	SOLID	10/17/2006	US: 3156555
Geokinetics Processing, Inc.	ETVIEW	07/11/2006	US: 3114007
Geokinetics Processing, Inc.	ETHOS	10/10/2006	US: 3153091

Geokinetics Processing, Inc.	GDC TILES	11/06/2007	US: 3329082
Geokinetics Processing, Inc.	SIGTRK	12/25/2012	US: 4264183

LIST OF TRADEMARK APPLICATIONS

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Application Date</u>	<u>Serial Number</u>
Geokinetics Processing Inc.	SBLA	May 7, 2012	85618990
Geokinetics Processing Inc.	SBDM	May 7, 2012	85618984
Geokinetics Processing Inc.	MGTS	May 7, 2012	85619003
Geokinetics Processing Inc.	MBNA	May 7, 2012	85618994

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as the same may hereafter be amended, modified, supplemented, renewed, restated or replaced, the "Agreement"), dated May 10, 2013, is by and between Geokinetics Processing, Inc., a Texas corporation, ("Debtor") and Wells Fargo Bank, National Association, in its capacity as collateral agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders and as otherwise provided therein (in such capacity, together with its successors and assigns, or any replacement, "Collateral Agent").

W I T N E S S E T H :

WHEREAS, Debtor is the owner of the entire right, title, and interest in and to the trademark registrations and applications therefor described in Exhibit A hereto and made a part hereof (the "Trademarks");

WHEREAS, Agents and the parties to the Loan Agreement as lenders (together with their respective successors and assigns, or any replacements, individually, each a "Lender" and collectively, "Lenders") have entered or are about to enter into financing arrangements pursuant to which Lenders (or Administrative Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Collateral Agent, Wells Fargo Bank, in its capacity as administrative agent pursuant to the Loan Agreement for and on behalf of the Lenders (in such capacity, together with its successors and assigns or any replacement, "Administrative Agent"), Lenders, Debtor and certain affiliates of Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated, restructured, refinanced or replaced, the "Loan Agreement"; all defined terms not otherwise defined in this Agreement shall have the meanings sets forth in the Loan Agreement) and the other Financing Agreements, including, but not limited to, this Agreement; and

WHEREAS, in order to induce Administrative Agent, Collateral Agent and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor and certain of its affiliates pursuant thereto, Debtor has agreed to grant to Collateral Agent certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

To secure payment and performance of all Obligations, Debtor hereby grants to Collateral Agent (for itself and on behalf of the Secured Parties) a continuing security interest in and a general lien upon the following (being collectively referred to herein as the "Trademark Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademark registrations and applications as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, Canada, any State thereof, any political subdivision thereof including, without limitation, the Trademarks, together with all rights and privileges arising under applicable law with respect to Debtor's use the foregoing and all extensions, and renewals thereof; and (b) the goodwill of the business symbolized by each of the foregoing, (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the foregoing; provided, that, notwithstanding any other provision set forth in this Section 1, this Agreement shall not, at any time, constitute a grant of a security interest in any trademark or servicemark applications that have been filed with the U.S. Patent and Trademark Office on the basis of an "intent-to-use" with respect to such marks, unless and until a statement of use or amendment to allege use is filed or any other filing is made or circumstances otherwise change so that the interests of Debtor in such applications is no longer on an "intent-to-use" basis, at which time such marks shall automatically and without further action by the parties be subject to the security interests and liens granted by Debtor to Collateral Agent hereunder.

2. OBLIGATIONS SECURED

The security interest and lien granted to Collateral Agent, for itself and the benefit of the other Secured Parties, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations. The parties acknowledge and agree that this Agreement is entered into in connection with, and pursuant to, the Loan Agreement and the transactions contemplated therein. All of parties' respective rights, obligations and remedies, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently. No failure or delay on the part of Debtor, any Agent or any other Secured Party in exercising any of its options, power or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right. In the event of a conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall prevail.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Agents and Lenders the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations, other than indemnities and contingent Obligations which have not yet accrued, are outstanding):

(a) Except as would not have a Material Adverse Effect, all of the existing Trademarks are valid and subsisting in full force and effect, and Debtor owns all right, title, and interest hereto (subject to liens, claims and encumbrances expressly permitted by the Loan Agreement), and the right and power to grant the security interest granted hereunder. Except as expressly permitted under Section 3(d) below, Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications.

(b) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Collateral Agent five (5) originals of a Special Power of Attorney in the form of Exhibit B annexed hereto for the implementation of the assignment, sale or other disposition of the Trademark Collateral pursuant to Collateral Agent's exercise of the rights and remedies granted to Collateral Agent hereunder upon the occurrence of an Event of Default and for so long as same is continuing.

(c) Debtor shall give written notice to Collateral Agent promptly after (but in no event later than thirty (30) days after) Debtor files any application for the registration of a trademark with the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof or any political subdivision thereof or in any other country. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States of America or Canada, any State or Province thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States of America, Canada or any State or Province thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Collateral Agent, Debtor shall promptly execute and deliver to Collateral Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by Collateral Agent to evidence the security interest in such Trademark in favor of Collateral Agent.

(d) Debtor has not abandoned any of the Trademarks that are material to Debtor's business and Debtor will not knowingly do any act, nor omit to do any act, whereby such Trademarks may become abandoned, invalidated, unenforceable or canceled except for Permitted Dispositions. Debtor shall notify Collateral Agent immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to such Trademarks may become abandoned, canceled, avoided, or avoidable.

(e) Debtor shall render any assistance, as Collateral Agent shall determine is reasonably necessary, to Collateral Agent in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country (to the extent Collateral Agent is permitted under applicable law to participate in the foregoing proceedings), to maintain such application and registration of the Trademarks (except for Trademarks that are abandoned or otherwise not maintained in accordance with Section 3(d) hereof) as Debtor's exclusive property and to protect Collateral Agent's interest therein, including, without

limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(f) Debtor shall promptly notify Collateral Agent if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any trademark or trade name which Debtor believes, in its reasonable judgment, infringes on any Trademark or is likely to cause confusion with any Trademark in any material respect. If requested by Collateral Agent, Debtor, at Debtor's expense, shall join with Collateral Agent in such action as Collateral Agent, in Collateral Agent's discretion, may deem advisable for the protection of Collateral Agent's interest in and to the Trademarks, to the extent Collateral Agent can be so joined under applicable law.

4. RIGHTS AND REMEDIES

At any time an Event of Default has occurred and is continuing, in addition to all other rights and remedies of any Agent or any of the other Secured Parties, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Collateral Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder or required by applicable law:

(a) Collateral Agent may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Collateral Agent may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing the security interest granted to Collateral Agent by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Collateral Agent may determine.

(b) Collateral Agent may grant such license or licenses relating to the Trademark Collateral for such term or terms, on such conditions, and in such manner, as Collateral Agent shall in its discretion deem appropriate in connection with the exercise of its rights and remedies under the Financing Agreements. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries (in each case, to the extent not prohibited by, or would not violate, any pre-existing licenses granted by Debtor).

(c) In order to implement any assignment, sale, or other disposition of any of the Trademark Collateral pursuant to the terms hereof, or any of the other Financing Agreements, Collateral Agent may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(c) hereof, one or more instruments of assignment of the Trademark Collateral (or any application or registration relating thereto), in form suitable for filing or recording. Debtor agrees to pay Collateral Agent on demand all costs incurred by Collateral Agent in any such transfer of such Trademarks, including, but not limited to, any taxes (subject to Section 6.8 of the Loan Agreement), fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Agents and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(d) Debtor shall supply to Collateral Agent or to Collateral Agent's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof, except to the extent that such actions would cause Debtor to violate an agreement with a third party.

5. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York, except to the extent the Bankruptcy Code is applicable thereto and supersedes New York law.

(b) DEBTOR AND COLLATERAL AGENT EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND COLLATERAL AGENT OR ANY OF THE OTHER SECURED PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND COLLATERAL AGENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR COLLATERAL AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND COLLATERAL AGENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(c) Any Agent and any of the other Secured Parties shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on such Agent or Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by any Agent or any of the other Secured Parties.

6. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made subject to the provisions of Section 15.3 of the Loan Agreement.

(b) Capitalized terms used herein and not defined herein shall have the meanings specified in the Loan Agreement. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Collateral Agent,

Administrative Agent, Agents, any Lender or any of the Secured Parties pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with the terms of the Loan Agreement or is otherwise cured. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon and inure to the benefit of and be enforceable by Collateral Agent, Debtor, and their respective successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Collateral Agent (on behalf of Required Lenders or such higher percentage of Lenders as may be required pursuant to the Loan Agreement). Neither any Agent nor any of the other Secured Parties shall, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their respective rights, powers and/or remedies unless such waiver shall be in writing and signed as provided in the Loan Agreement. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Collateral Agent of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Collateral Agent would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of any such agreement by telefacsimile or other electronic method of transmission shall in a timely manner also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

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IN WITNESS WHEREOF, Debtor and Collateral Agent have executed this Agreement as of the day and year first above written.

GEOKINETICS PROCESSING, INC.

By: Glenn L.


Name: Glenn Sniezek

Title: Vice President and Treasurer

Trademark Security Agreement - GOK Processing

TRADEMARK
REEL: 005025 FRAME: 0975

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Samantha Alexander
Title: Director

Trademark Security Agreement - GOK Processing

TRADEMARK
REEL: 005025 FRAME: 0976

