

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST -- TRADEMARKS

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Global Geophysical Services, Inc.		09/30/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	TPG Specialty Lending, Inc., as collateral agent
Street Address:	888 7th Avenue
Internal Address:	4th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	4075067	AUTOSEIS
Registration Number:	4036466	FRACFACTOR
Registration Number:	3198605	EXCITING THE PLANET
Registration Number:	3040806	GLOBAL GEOPHYSICAL SERVICES
Registration Number:	3148160	RG-3D RESERVOIR GRADE
Registration Number:	3170964	RG 2D RESERVOIR GRADE

**CORRESPONDENCE DATA**

Fax Number: 2125935955  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 212-756-2132  
 Email: scott.kareff@srz.com  
 Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP  
 Address Line 1: 919 Third Avenue  
 Address Line 2: 22nd Floor

CH \$165.00 4075067

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 079464-0031

NAME OF SUBMITTER: Scott Kareff (079464-0031)

Signature: /kc for sk/

Date: 09/30/2013

**Total Attachments: 3**

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## GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, Global Geophysical Services, Inc. (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated September 30, 2013 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of TPG Specialty Lending, Inc., as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

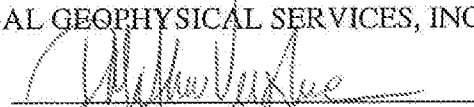
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, the Grantors have caused this Assignment to be duly executed by its officer thereunto duly authorized as of Sept 30 2013

GLOBAL GEOPHYSICAL SERVICES, INC.

By:

  
Name: P. Mathew Verghese  
Title: Senior Vice President and Chief  
Financial Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

<u>Company</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Global Geophysical Services, Inc.	AUTOSEIS	4075067	N/A	12/20/2011
Global Geophysical Services, Inc.	FracFactor	4036466	N/A	10/04/2011
Global Geophysical Services, Inc.	EXCITING THE PLANET	3198605	N/A	01/16/2007
Global Geophysical Services, Inc. (Licensee)	GLOBAL GEOPHYSICAL SERVICES (with design)	3040806	N/A	01/10/06
Global Geophysical Services, Inc.	RG-3D RESERVOIR GRADE	3148160 (inactive)	N/A	09/26/06
Global Geophysical Services, Inc.	RG-2D RESERVOIR GRADE	3170964 (inactive)	N/A	11/14/06
Global Geophysical Services, Inc.	RG3D	N/A	N/A	N/A
Global Geophysical Services, Inc.	RG2D	N/A	N/A	N/A
Global Geophysical Services, Inc.	RESERVOIR GRADE	N/A	N/A	N/A
Global Geophysical Services, Inc.	HIGH DENSITY RESERVOIR GRADE 3D	N/A	N/A	N/A
Global Geophysical Services, Inc.	TOMOGRAPHIC FRACTURE IMAGING	N/A	N/A	N/A
Global Geophysical Services, Inc.	TFI	N/A	N/A	N/A
Global Geophysical Services, Inc.	GRID INSIGHT	N/A	N/A	N/A
Global Geophysical Services, Inc.	BASIN INSIGHT	N/A	N/A	N/A
Global Geophysical Services, Inc.	GAIN INSIGHT	N/A	N/A	N/A
Global Geophysical Services, Inc.	UNCONVENTIONAL CONSULTING	N/A	N/A	N/A
Global Geophysical Services, Inc.	OPERATIONAL EXCELLENCE	N/A	N/A	N/A

**TRADEMARK**