

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327467

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
US SEISMIC SYSTEMS, INC.		12/17/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SQUARE 1 BANK		
Street Address:	406 BLACKWELL STREET		
Internal Address:	SUITE 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86198582	OPTIPHONE-HD	
Registration Number:	4492837	US SEISMIC SYSTEMS	
Registration Number:	4358142	USSI	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	919-314-3086		
Email:	loandocsdept@square1bank.com		
Correspondent Name:	Square 1 Bank		
Address Line 1:	406 Blackwell Street		
Address Line 2:	Suite 240		
Address Line 4:	Durham, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	Lee Conner		
SIGNATURE:	/Lee Conner-alp/		
DATE SIGNED:	12/29/2014		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 17, 2014 by and between SQUARE 1 BANK ("*Bank*") and US SEISMIC SYSTEMS, INC., a Delaware corporation ("*Grantor*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of November 8, 2012 (as the same may be amended, modified or supplemented from time to time, the "*Loan Agreement*"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and

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concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

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2.

TRADEMARK
REEL: 005431 FRAME: 0400



IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

US SEISMIC SYSTEMS, INC.

9601 Variel Avenue

By: *[Signature]*

Chatsworth, CA 91311

Name: Joseph Musanti

Title: CFO

BANK:

Address of Bank:

SQUARE 1 BANK

406 Blackwell Street, Suite 240

By: *[Signature]*

Durham, NC 27701

Name: Lan Zhu

Attn: Loan Documentation Department

Title: Client Manager

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EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None.		

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EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
FIBER-OPTIC INTERROGATOR WITH NORMALIZATION FILTERS	7683312	03/23/2010
INTERROGATOR FOR A PLURALITY OF SENSOR FIBER OPTIC GRATINGS HAVING AT LEAST ONE FILTER FOR CONVERTING CHANGES IN PEAK REFLECTION WAVELENGTH TO CHANGES IN INTENSITY (AS AMENDED)	7994469	08/09/2011
FIBER OPTIC PARTICLE MOTION SENSOR SYSTEM	7999946	08/16/2011
INTERROGATOR FOR A PLURALITY OF SENSOR FIBER OPTIC GRATINGS INCLUDING A MASKING COMPENSATION OPERATION (AS AMENDED)	8153956	04/10/2012
FIBER OPTIC PARTICLE MOTION SENSOR AND MEASURING METHOD USING THE SENSOR	8240207	08/14/2012
INTERROGATOR FOR A PLURALITY OF SENSOR FIBER OPTIC GRATINGS INCLUDING A DRIVER/MODULATOR	8330096	12/11/2012
SPECTRAL IMAGING	8378307	02/19/2013
FIBER OPTIC SECURITY SYSTEMS AND METHODS OF USING THE SAME	8401354	03/19/2013
BOREHOLE SENSING AND CLAMPING SYSTEMS AND METHODS OF USING THE SAME	8701481	04/22/2014

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INTERROGATOR HAVING AN ANALOG INTERROGATOR FOLLOWING AT LEAST ONE AMPLIFIER	8,766,167	07/01/2014
FIBER OPTIC TRANSDUCERS, FIBER OPTIC ACCELEROMETERS AND FIBER OPTIC SENSING SYSTEMS	13263342	06/25/2012
FIBER OPTIC MICROSEISMIC SENSING SYSTEMS	13263850	06/25/2012
FIBER OPTIC PERSONNEL SAFETY SYSTEMS AND METHODS OF USING THE SAME	13321856	10/10/2012
FIBER OPTIC ACOUSTIC SENSOR ARRAYS AND SYSTEMS, AND METHODS OF FABRICATING THE SAME	13414157	03/07/2012
METHOD OF MEASURING ACCELERATION USING A FIBER OPTIC PARTICLE MOTION SENSOR	13464547	05/04/2012
OPTICAL DETECTION SYSTEMS AND METHODS OF USING THE SAME	13577070	10/19/2012
FIBER OPTIC PIPELINE MONITORING SYSTEMS AND METHODS OF USING THE SAME	13577083	10/16/2012
LIGHT POWERED COMMUNICATION SYSTEMS AND METHODS OF USING THE SAME	13981162	11/20/2013
INTERROGATOR HAVING AN ANALOG INTERROGATOR FOLLOWING AT LEAST ONE AMPLIFIER	13684692	11/26/2012
REMOTELY ACTUATED CLAMPING DEVICES FOR BOREHOLE SEISMIC SENSING SYSTEMS AND	14115665	11/05/2013

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METHODS OF OPERATING THE SAME		
WELLBORE LEAK DETECTION SYSTEMS AND METHODS OF USING THE SAME	14127228	12/18/2013
INTERROGATOR FOR A PLURALITY OF SENSOR FIBER OPTIC GRATINGS	14260591	04/24/2014
FIBER OPTIC RECEIVER, TRANSMITTER, AND TRANSCEIVER SYSTEMS AND METHODS OF OPERATING THE SAME	14273776	05/09/2014
FIBER OPTIC ACOUSTIC SENSOR ARRAYS, FIBER OPTIC SENSING SYSTEMS AND METHODS OF FORMING AND OPERATING THE SAME	14184111	02/19/2014

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3.



EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
OPTIPHONE-HD	86198582	02/20/2014
US SEISMIC SYSTEMS	4492837	03/04/2014
USSI	4358142	06/25/2013

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