

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM332444

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Richard A. Degner		02/05/2015	INDIVIDUAL:
Geophysical Technology, Inc.		02/05/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Global Geophysical Services, Inc.		
<b>Street Address:</b>	13927 South Gessner Road		
<b>City:</b>	Missouri City		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77489		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3040806	GLOBAL GEOPHYSICAL SERVICES	
<b>Serial Number:</b>	86067365	GLOBAL	
<b>Serial Number:</b>	86067347	GLOBAL GEOPHYSICAL SERVICES	
<b>Serial Number:</b>	86067358	GLOBAL GEOPHYSICAL SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2146614899		
<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>			
<b>Phone:</b>	214.953.6926		
<b>Email:</b>	daltmdept@bakerbotts.com		
<b>Correspondent Name:</b>	Elizabeth K. Stanley		
<b>Address Line 1:</b>	2001 Ross Avenue		
<b>Address Line 2:</b>	Suite 600		
<b>Address Line 4:</b>	Dallas, TEXAS 75201-2980		
<b>ATTORNEY DOCKET NUMBER:</b>	082323.0109		
<b>NAME OF SUBMITTER:</b>	Elizabeth K. Stanley		
<b>SIGNATURE:</b>	/Elizabeth K. Stanley/		
<b>DATE SIGNED:</b>	02/18/2015		

CH \$115.00 3040806

**Total Attachments: 14**

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## ASSIGNMENT AND NON-DISPARAGEMENT AGREEMENT

This Assignment Agreement (this “**Agreement**”), is executed as of this 3rd day of February 2015 (the “**Execution Date**”) but is made effective as of the Effective Date (as defined in the Second Amended Joint Chapter 11 Plan of Reorganization of Global Geophysical Services, Inc. and its Debtor Affiliates, as Reformed [Docket No. 751] (as may be amended, modified, or supplemented from time to time, the “**Plan**”),<sup>1</sup> by and between **RICHARD A. DEGNER**, an individual residing at 800 Mulberry Lane, Bellaire, Texas 77401 (hereinafter “**Degner**”), **GEOPHYSICAL TECHNOLOGY, INC.**, a Delaware corporation with its principal place of business at 800 Mulberry Lane, Bellaire, Texas 77401 (hereinafter, “**GTI**” and together with Degner, the “**Assignors**”), on one hand, and **GLOBAL GEOPHYSICAL SERVICES, INC.**, a Delaware corporation, with its principal place of business at 13927 South Gessner Road, Missouri City, Texas 77489 (hereinafter “**Assignee**” or “**GGS**”), on the other hand. Degner, GTI, and GGS may be collectively referred to hereinafter as the “**Parties**” or individually as a “**Party**”.

### RECITALS

WHEREAS, Degner claims that he is the sole and exclusive author, creator and owner of all rights, title and interest in and to the names and marks GLOBAL, GLOBAL GEOPHYSICAL SERVICES, the GLOBAL GEOPHYSICAL SERVICES Logo (a/k/a the Globe Logo), and variants, representative examples of which are shown in “**Exhibit A**” attached hereto, the related applications and/or registrations therefor as shown on the attached Exhibit A, all associated trade dress, together with the goodwill of the business symbolized by the foregoing and associated therewith, and including, but not limited, to all copyrights and/or moral rights, the works themselves or drafts or renditions thereof (hereinafter individually and/or collectively referred to as the “**Marks**”);

WHEREAS, Degner and GGS are parties to a “ServiceMark License Agreement,” dated January 10, 2006, under which GGS contends it is the exclusive licensee of the GLOBAL GEOPHYSICAL SERVICES Logo (hereinafter the “**ServiceMark License Agreement**”);

WHEREAS, Degner is a former officer and director of GGS and certain of its subsidiaries and is a substantial shareholder and officer of GTI;

WHEREAS, Degner and GGS are parties to that certain Settlement Agreement and Mutual Release dated as of January 25, 2013 (the “**January 2013 Agreement**”);

WHEREAS, on March 25, 2014, GGS and five of its subsidiaries (collectively, the “**Debtors**”) filed voluntary chapter 11 bankruptcy petitions in the United States Bankruptcy Court for the Southern District of Texas, Corpus Christi Division (the “**Bankruptcy Court**”), which cases are jointly administered under *In re Autoseis, Inc., et al*, Case No. 14-21030 (collectively, the “**Bankruptcy Case**”);

WHEREAS, on June 27, 2014, Degner filed duplicate proofs of claim (proof of claim nos. 275-279 and proof of claim no. 293) (collectively, the “**Proofs of Claims**”) in

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<sup>1</sup> Terms not otherwise defined in this document shall have the meanings given to them in the Plan.

undetermined amounts against each of the Debtors. The basis for each Proof of Claim is listed as “[t]rademark rights in and to the mark Global Geophysical Services and the “globe” Logo; TM applications for the mark and logo [US Trademark Application numbers 86067365, 86067358 & 86067347];”

WHEREAS, GGS filed the Plan and the accompanying Second Amended Disclosure Statement for the Joint Plan of Reorganization of the Debtors Pursuant to Chapter 11 of the Bankruptcy Code, as Reformed (as amended, modified, or supplemented, the “**Disclosure Statement**”) on November 3, 2014;

WHEREAS, GGS indicated its intention to assume the ServiceMark License Agreement in Exhibit J to the Plan Supplement [Docket No. 870] filed on December 2, 2014;

WHEREAS, Degner filed the *Objection of Richard A. Degner to the Confirmation of the Debtors’ Second Amended Plan of Reorganization as Reformed* [Docket No. 898] (the “**Degner Objection**”) on December 12, 2014, objecting to, among other things, GGS’s assumption of the ServiceMark License Agreement;

WHEREAS, the Debtors and Degner desire to resolve the Degner Objection, the Proofs of Claim and all other objections Degner has or may have to confirmation of the Plan and any other pending or future objections in the Debtors’ chapter 11 cases;

WHEREAS, GGS desires to acquire all of the right, title and interest that Degner may have in and to the Marks, including, but not limited to, the related registrations and pending applications therefor, together with the goodwill of the business symbolized by the Marks throughout the world; and

NOW THEREFORE, in consideration of the premises, promises and mutual covenants recited herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, the Parties agree as follows:

1. **Representations of Degner.** Degner represents, warrants and covenants to GGS, as of the Execution Date and as of the Effective Date, as follows:

a. Degner owns all right, title and interest in and to the Marks, including the names and marks GLOBAL, GLOBAL GEOPHYSICAL SERVICES and the GLOBAL GEOPHYSICAL SERVICES Logo, the registrations and applications therefor as shown in Exhibit A, together with any and all goodwill associated therewith, and all copyrights and/or moral rights, the works themselves or drafts or renditions thereof free and clear of all liens and encumbrances;

b. Degner has not licensed any of the Marks to any party except for GGS, pursuant to the ServiceMark License Agreement.

c. From and after the execution of the ServiceMark License Agreement, Degner has not personally made use of any Marks, except as licensor to GGS under the ServiceMark License Agreement;

d. There are no pending or, to Degner's knowledge, threatened claims by any third party relating to Degner's use of, or with respect to the, applications for or registrations of the Marks;

e. Other than the Marks set forth in Exhibit A, Degner owns no other names, trademarks, service marks, trade names, trade dress, trademark applications/registrations or service mark applications/registrations, business names, copyright applications or registrations, or domain names incorporating GLOBAL, GLOBAL GEOPHYSICAL SERVICES, the GLOBAL GEOPHYSICAL SERVICES Logo, or any names, marks, logos, or designs likely to cause confusion with any of the foregoing;

f. Degner has the full power and authority to execute and deliver this Agreement, and this Agreement constitutes a valid and binding obligation of Degner, enforceable against Degner in accordance with its terms;

g. The execution and delivery by Degner of this Agreement will not require any consent, waiver, approval or authorization of any third party, and the execution, delivery and performance of this Agreement by Degner will not result in any violation or breach of or constitute a default (with notice or lapse of time or both) under, or give rise to any right of termination, cancellation or acceleration under any of the terms, conditions or provisions of any contract or agreement to which Degner is a party or by which Degner may be bound; and

h. Degner has not encumbered, challenged, objected to, or raised any claim adverse to, and will not encumber, challenge, object to, or raise any claim adverse to the worldwide use, application for, attempted registration, registration, transfer and/or assignment to GGS, its affiliates, subsidiaries, branch offices, successors or assigns, of the Marks, including the names and marks GLOBAL, GLOBAL GEOPHYSICAL SERVICES and the GLOBAL GEOPHYSICAL SERVICES Logo, the registrations and applications therefor as shown in Exhibit A, together with any and all goodwill associated therewith, and all copyrights and/or moral rights, the works themselves or drafts or renditions thereof, and will not bring, cause or assist any third party to bring any proceeding, claim, action, complaint, demand, objection, or opposition against the Marks.

2. Representations of GTI. GTI represents, warrants and covenants to GGS as follows:

a. The person signing on behalf of GTI has the full power and authority to execute and deliver this Agreement, and this Agreement constitutes a valid and binding obligation of GTI, enforceable against GTI in accordance with its terms; and

b. The execution and delivery by GTI of this Agreement will not require any consent, waiver, approval or authorization of any third party, and the execution, delivery and performance of this Agreement by GTI will not result in any violation or breach of or constitute a default (with notice or lapse of time or both) under, or give rise to any right of termination, cancellation or acceleration under any of the terms, conditions or provisions of any contract or agreement to which GTI is a party or by which GTI may be bound.

3. Representations of GGS. GGS represents, warrants and covenants to Degner and GTI as follows:

a. Subject to occurrence of the Effective Date of the Plan, the person signing on behalf of GGS has the full power and authority to execute and deliver this Agreement, and this Agreement constitutes a valid and binding obligation of GGS, enforceable against GGS in accordance with its terms; and

b. Subject to entry of the Confirmation Order with the language as provided by Section 4(c) hereof and occurrence of the Effective Date of the Plan, the execution and delivery by GGS of this Agreement will not require any consent, waiver, approval or authorization of any third party, and the execution, delivery and performance of this Agreement by GGS will not result in any violation or breach of or constitute a default (with notice or lapse of time or both) under, or give rise to any right of termination, cancellation or acceleration under any of the terms, conditions or provisions of any contract or agreement to which GGS is a party or by which GGS may be bound.

4. Obligations of GGS.

a. Purchase Price. [REDACTED]

b. Non-Disparagement. [REDACTED]

c. Modifications to Plan and Confirmation Order. GGS shall include the following language in the Confirmation Order:

[REDACTED]

[REDACTED]

[REDACTED]

d. Equitable Relief Available to Enforce. Assignee acknowledges that its obligations and covenants in this Section (4. Obligations of GGS) are intended to preserve the

value and goodwill of Degner and/or GTI. In the event of a breach or a threatened breach by Assignee of its obligations under this section, Assignee acknowledges and agrees that Degner and GTI will not have an adequate remedy at law. Accordingly, in the event of any such breach or threatened breach by Assignee or its affiliates under this section, Degner and/or GTI shall be entitled to such equitable and injunctive relief as may be available to restrain Assignee and its affiliates from participating in such breach or threatened breach. Nothing in this Agreement shall be construed as prohibiting Degner and/or GTI from pursuing any other remedies available at law or in equity for such breach or threatened breach, including the recovery of damages.

5. Obligations of Degner and GTI.

a. Assignment of Rights. In consideration of GGS taking the actions set forth in Section 4 of this Agreement, and subject to the occurrence of the Effective Date, Degner, on behalf of himself, his heirs, executors, legal representatives, successors and assigns does hereby irrevocably assign, transfer, grant, set over, and convey to GGS, its successors and assigns, without reservation of any right, title or interest, Degner's entire U.S., worldwide and universal rights, title and interest in and to Marks, including, but not limited to, (i) all common law rights in and/or the names and/or marks GLOBAL, GLOBAL GEOPHYSICAL SERVICES, the GLOBAL GEOPHYSICAL SERVICES Logo and/or any variant or derivative thereof; (ii) the registrations and applications therefor, together with the goodwill of the business symbolized by the Marks, the same to be held and enjoyed by GGS, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, subsidiaries or other legal representatives, as the same would have been held and enjoyed by Degner if this Agreement had not been made; (iii) the ownership, use reproduction, display and distribution of the Marks in any medium, and in any manner whatsoever, solely within the discretion of GGS; and (iv) Degner's right to sue, recover and collect for any and all claims, demands and/or causes for action, both at law and in equity, that Degner may have on account of any infringement, claim of unfair competition, likelihood of confusion or dilution of the Marks, or any other claim or cause of action related to the Marks prior to and following the Effective Date of this Agreement, and the right to sue and recover damages and/or profits for claims of past, present, and future infringement, unfair competition, and/or dilution of the Marks, if any.

b. Cease All Use of Marks, and Variants. Degner hereby agrees that between the Execution Date and the Effective Date, and at all times thereafter he shall: (i) cease all use of the Marks, and variants, including, but not limited to the use of the Marks on any websites, social media pages (including Facebook and LinkedIn), marketing and advertising materials, invoices, signage, business cards, local address and phone directory listings, email addresses, customer correspondence, and any other materials on which the Marks are displayed; and (ii) never use, seek to register, license, or otherwise the use the Marks, any variants thereof, or any trademarks, service marks or trade dress that are confusingly similar to any of the Marks.

c. Covenant Not to Sue. Subject to the exclusion set forth in Section 4(d), Degner, for himself and for his heirs, executors, legal representatives, successors and assigns, and GTI, for itself and its legal successors and assigns, hereby covenant not to, directly or indirectly, sue GGS or any of its Affiliates (as defined below), shareholders, investors, equity holders, officers or directors or any of their respective Affiliates, shareholders, investors, equity holders, general partners, members, managers, representatives, agents or controlling persons



throughout the world with respect to any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations (statutory, contractual and common law), attorneys' fees, costs, expenses, remedies, liens, actions and causes of action of any and every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, arising from or related to the Marks anywhere in the world, including, but not limited to, (i) all common law rights in and/or the names and/or marks GLOBAL, GLOBAL GEOPHYSICAL SERVICES, the GLOBAL GEOPHYSICAL SERVICES Logo and/or any variant or derivative thereof; (ii) the registrations and applications therefor, together with the goodwill of the business symbolized by the Marks; (iii) the ownership, use, reproduction, display and distribution of the Marks in any medium, and in any manner whatsoever, whether in existence or later developed; and (iv) the Debtors' chapter 11 cases. For purposes of this paragraph (c), the term "Affiliate" shall mean, with respect to GGS, any person or entity that, directly or indirectly, controls, is controlled by or is under common control with, GGS through one or more intermediaries or otherwise. For purposes of the preceding sentence, "control" means, with respect to GGS, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of GGS, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have correlative meanings.

d. Covenant Not to Oppose. Degner, for himself and for his heirs, executors, legal representatives, successors and assigns, hereby covenants not to, directly or indirectly, oppose the application for registration of, or seek to cancel the registration of, any Mark or any variant of any Mark sought to be registered by, or registered by GGS or its successors or assigns.

e. Non-Disparagement. [REDACTED]

[REDACTED]

f. Equitable Relief Available to Enforce. [REDACTED]

[REDACTED]

[REDACTED]

6. Termination of ServiceMark License Agreement. As of the Effective Date, the ServiceMark License Agreement, and all terms and conditions in that agreement concerning, referring or relating to the rights, title or interest in or to the Marks, or the use, ownership of, applications for or registration of the mark licensed under that agreement, shall automatically terminate and be of no further force or effect without any further action on the part of the Parties.

7. Miscellaneous.

a. Costs and Fees. Each Party shall bear its own attorneys' fees, costs and expenses in connection with the negotiation, execution and delivery of this Agreement.

b. No Agency. Nothing herein shall be construed as creating any agency, partnership or other form of joint enterprise between the Parties.

c. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed given when received. All such notices shall be delivered personally, by courier service or overnight mail service, transmitted by fax or mailed by certified mail, return receipt requested, to the Parties at the addresses set forth in the first paragraph of this Agreement (or to such address as a Party may have specified by notice given to the other Party pursuant to this provision).

d. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, and without limiting the foregoing, this Agreement shall also be binding upon Degner's heirs, executors and legal representatives. The Parties' rights under this Agreement shall be freely assignable.

e. Governing Law. This Agreement and all disputes arising hereunder shall be governed by, and construed in accordance with, the laws of the State of Texas without regard to conflicts of law. All actions or proceedings with respect to this Agreement or any other instrument or document executed in connection herewith may be instituted in the courts of Harris County, Texas and the United States District Court for the Southern District of Texas (Houston Division), and by execution and delivery of this Agreement, each of the Parties, to the fullest extent permitted by applicable law, unconditionally submits to the exclusive jurisdiction of such courts and irrevocably waives (i) any objection such Party may now or hereafter have to the laying of venue in such courts and (ii) any claim that an action or proceeding brought in any of such courts has been brought in an inconvenient forum.

f. Severability. If any of the specific terms or conditions of this Agreement are held by any court of competent jurisdiction to be invalid or unenforceable under the laws of any political body having jurisdiction over the subject matter of this Agreement, that invalidity

or unenforceability shall not invalidate the entire Agreement and all remaining terms and conditions shall remain in full force and effect.

g. Complete Agreement and Modifications. This Agreement, together with the exhibits hereto, constitutes the final expression and the complete and exclusive integrated statement of all the agreements, conditions, promises, representations and covenants between the Parties with respect to the subject matter hereof, and supersedes all prior agreements, including but not limited to the ServiceMark License Agreement, negotiations, representations, understandings and discussions among the Parties, their respective representatives and any other person or entity with respect to the subject matter covered hereby, provided, however, this Agreement does not supersede or render void the Settlement Agreement and Mutual Release dated as of January 25, 2013, by and between Richard A. Degner and Global Geophysical Services, Inc. In entering this Agreement, the Parties are not relying upon any statement or representation of any Party or any agent of the Parties hereto, but on their own judgment. Any modification of the terms of this Agreement must be in writing and signed by both Parties.

h. Additional Documents. Each Party to this Agreement agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions and intent of this Agreement.

i. Counterparts; Headings; Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile, digital or .PDF signature shall be deemed an original. The headings contained in this Agreement are provided for convenience only and shall not be considered in the interpretation and construction of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

*[Signature Pages Follow]*

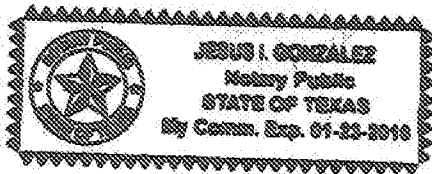
RICHARD A. DEGNER

Dated: 5 FEB, 2015

By: RA/D

Name: RICHARD A. DEGNER

ACKNOWLEDGED before me by Richard A. Degner on this 5 day of February, 2015.



[Signature]  
Notary Public in and for the State of Texas

My commission expires: 1-23-2016

GEOPHYSICAL TECHNOLOGY, INC.

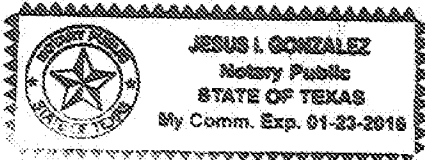
Dated: 5 FEB, 2015

By: [Signature]

Name: Richard A. DeGner

Title: Chairman, CEO, President

ACKNOWLEDGED before me by Richard A. DeGner on this 5 day of February, 2015.



[Signature]  
Notary Public in and for the State of Texas

My commission expires: 1-23-2018

GLOBAL GEOPHYSICAL SERVICES, INC.

Dated: February 5, 2015

By: James E. Brasher

Name: James E. Brasher

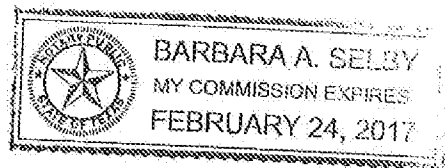
Title: Senior Vice President

This instrument was acknowledged before me on the 5th day of February, 2015, by James E. Brasher as Senior Vice President of Global Geophysical Services, Inc., a Delaware corporation, on behalf of said corporation.



Barbara A. Selby

Notary Public in and for the State of Texas

My commission expires: 02/24/2017



**EXHIBIT A**

<b>Jurisdiction</b>	<b>Mark</b>	<b>Appl./Reg. No.</b>	<b>Filing Date</b>	<b>Reg. Date</b>	<b>Status</b>
U.S.	GLOBAL GEOPHYSICAL SERVICES & Design 	3,040,806	Oct. 4, 2004	Jan. 10, 2006	Cancelled (Failure to File Declaration of Use)
U.S.	GLOBAL	86/067,365	Sept. 17, 2013	n/a	Abandoned
U.S.	GLOBAL GEOPHYSICAL SERVICES & Design (a/k/a the Globe Logo) 	86/067,347	Sept. 17, 2013	n/a	Pending
U.S.	GLOBAL GEOPHYSICAL SERVICES	86/067,358	Sept. 17, 2013	n/a	Pending