

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343256

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIGMA CUBED INC.		06/01/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Dr.		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2193687	3DGEO	
Registration Number:	3713794	BOOST	
Registration Number:	3709368	BRAVO	
Registration Number:	4655825	CRYSTAL	
Registration Number:	4251123	DTECT	
Registration Number:	3709370	FAULTPRO	
Serial Number:	77118876	FLATMAN	
Registration Number:	3084693	LITHPRO	
Registration Number:	3709369	NOISEPRO	
Registration Number:	3156282	REVEL	
Registration Number:	3164625	THINMAN	
Serial Number:	86244505	SHALE CAPACITY	
Registration Number:	3335988	SPECMAN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4156039916		
Email:	mlablanc@vlpawgroup.com		

OP \$340.00 2193687

Correspondent Name: Michael LaBlanc
Address Line 1: 655 W Irving Park Road
Address Line 4: Chicago, ILLINOIS 60613

ATTORNEY DOCKET NUMBER: SVB - SIGMA 3

NAME OF SUBMITTER: Michael LaBlanc

SIGNATURE: /Michael LaBlanc/

DATE SIGNED: 06/02/2015

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of the Fourth Amendment Date by and between SILICON VALLEY BANK (“Bank”) and SIGMA CUBED INC. (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation 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 June 7, 2013 (as the same may be amended, restated, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, 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 (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

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:

SIGMA CUBED INC.

By: Jorge Mochiz
Title: CEO

BANK:

SILICON VALLEY BANK

By: _____
Title: _____

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 005543 FRAME: 0295

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:

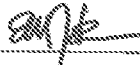
SIGMA CUBED INC.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK


By: Eric Jacobson

Title: Managing Director

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 005543 FRAME: 0296

EXHIBIT A

Copyrights

Title	Reg. No. / Date	Owner
FLUIDPRO.	TX6362649 20060428	Fusion Geophysical
REVEL.	TX6417914 20060428	Fusion Geophysical, LLC
SPECMAN.	TX6360606 20060428	Fusion Geophysical, LLC
THINMAN.	TX6370398 20060427	Fusion Geophysical, LLC
TOMOPRO.	TX6375747 20060428	Fusion Geophysical, LLC
TOMOPRO	TX6375743 20060428	Fusion Geophysical, LLC

EXHIBIT B

Patents

Title	Country	Patent No. / Date	App. No. / Filed	Owner
REMOTE ACCESS AND AUTOMATED DIALOG BUILDING FOR REMOTE PROCESSING	US	8429222 20130423	10/315752 20021209	Sigma Cubed Inc.
PRISM-METHOD FOR OBTAINING SEISMIC WAVELET USING SEISMIC DATA AND WELL LOGS IN A DEVIATED WELL	US	7668042 20100223	11/484234 20060710	Prism Holding Corporation
PRISM-METHOD FOR CONVERTING SEISMIC DATA FROM THE TIME DOMAIN TO THE DEPTH DOMAIN	US	7525874 20090428	11/736470 20070417	Prism Holding Corporation
SYSTEMS AND METHODS FOR COLLABORATIVELY VIEWING AND EDITING SEISMIC DATA	US	7031842 20060418	10/787505 20040226	3DGEO Development, Inc.
TYPING PICKS TO HORIZONS IN MIGRATION VELOCITY ANALYSIS	US	6687618 20040203	09/924123 20010807	Sigma Cubed Inc.
SEISMIC DATA PROCESSING SYSTEMS AND METHODS	US	6778909 20040817	10/348545 20030121	3DGEO Development, Inc.
OUTPUT BASED AZIMUTH MOVE OUT RE-GRIDDING OF SEISMIC DATA	US	6625543 20030923	10/235877 20020905	3DGEO Development, Inc.
VELOCITY ANALYSIS USING ANGLE - DOMAIN COMMON IMAGE GATHERS	US	6546339 20030428	09/877133 20010608	Sigma Cubed Inc.
REMOTE ACCESS AND AUTOMATED DIALOG BUILDING FOR SEISMIC PROCESSING	US	6493635 20021210	09/705039 20001101	3DGEO Development, Inc.
SECOND-AND-HIGHER-ORDER TRAVEL TIMES FOR SEISMIC IMAGING	US	6324478 20011127	09/557239 20000424	Sigma Cubed Inc.
SEMI-RECURSIVE IMAGING UNDER COMPLEX VELOCITY STRUCTURES	US	6081482 20000627	08/850972 19970505	3DGEO Development, Inc.
THREE-DIMENSIONAL SEISMIC IMAGING OF COMPLEX VELOCITY STRUCTURES	US	6018499 20000125	09/175743 19981020	3DGEO Development, Inc.
DETECTING AND LOCATING FLUID FLOW IN SUBTERRANEAN ROCK FORMATIONS	US	N/A	13/382871 20120106	Sigma Cubed Inc.
RESERVOIR MAPPING WITH FRACTURE PULSE SIGNAL	US	N/A	13/382872 20120106	Sigma Cubed Inc.

EXHIBIT C

Name of Owner	Trademark	Application Number/ Application Date	Registration Number/ Registration Date	Country
3DGEO Inc.	3DGEO	75/345183 22-AUG-1997	2193687 06-OCT-1998	US
Fusion Geophysical, LLC	BOOST	77/352131 14-DEC-2007	3713794 24-NOV-2009	US
Fusion Geophysical, LLC	BRAVO	77352414 12-DEC-2007	3709368 10-NOV-2009	US
Sigma Cubed Inc.	CRYSTAL	86/261955 24-APR-2014	4655825 16-DEC-2014	US
Apex Hipoint, LLC	DTECT	85/415383 06-SEP-2011	4251123 27-NOV-2012	US
Fusion Geophysical, LLC	FAULTPRO	77/352945 14-DEC-2007	3709370 10-NOV-2009	US
Fusion Geophysical, LLC	FLATMAN	77/118876 27-NOV-2007	N/A	US
Fusion Geophysical, LLC	LITHPRO	78/507564 28-OCT-2004	3084693 25-APR-2006	US
Fusion Geophysical, LLC	NOISEPRO	77/352925 14-DEC-2007	3709369 10-NOV-2009	US
Fusion Geophysical, LLC	REVEL	78/507524 28-OCT-2004	3156282 17-OCT-2006	US
Fusion Geophysical, LLC	THINMAN	78/507795 28-OCT-2004	3164625 17-OCT-2006	US
Sigma Cubed	SHALE CAPACITY	86/244505 07-APR-2014	N/A	US
Fusion Geophysical, LLC	SPECMAN	78/514355 28-OCT-2004	3335988 31-OCT-2006	US

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE