

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356662

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|---|--|-----------------------|-----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| US SEISMIC SYSTEMS, INC. | | 09/28/2015 | CORPORATION: DELAWARE |
| SQUARE 1 BANK | | 09/28/2015 | CORPORATION: NORTH CAROLINA |
| RECEIVING PARTY DATA | | | |
| Name: | SQUARE 1 BANK | | |
| Street Address: | 406 BLACKWELL STREET, SUITE 240 | | |
| City: | DURHAM | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 27701 | | |
| Entity Type: | CORPORATION: NORTH CAROLINA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3876211 | LAZERLOK | |
| Registration Number: | 4358142 | USSI | |
| Registration Number: | 4492837 | US SEISMIC SYSTEMS | |
| Serial Number: | 86198582 | OPTIPHONE-HD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8004947512 | | |
| <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: | 2023704750 | | |
| Email: | ipteam@nationalcorp.com | | |
| Correspondent Name: | Darlena Bari Stark | | |
| Address Line 1: | 1025 Vermont Ave NW, Suite 1130 | | |
| Address Line 2: | National Corporate Research, Ltd. | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | F158495 | | |
| NAME OF SUBMITTER: | Robin Dunn | | |
| SIGNATURE: | /Robin Dunn/ | | |
| DATE SIGNED: | 09/29/2015 | | |

OP \$115.00 3876211

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into as of September 28, 2015, by and among Square 1 Bank, a North Carolina State Bank ("Transferor"), US Seismic Systems, Inc., a Delaware corporation ("Debtor"), and Square 1 Bank, a North Carolina State Bank ("Transferee").

WHEREAS, pursuant to that certain Loan and Security Agreement between Transferor and Debtor, dated as of November 8, 2012 (the "Loan Agreement"), Transferor possesses a security interest in all of Debtor's assets, including without limitation all of Debtor's trademarks and trademark applications (collectively, the "Trademarks"), including without limitation the Trademarks set forth on the attached Schedule A; and

WHEREAS, Transferor and Debtor agree that Debtor is in default under the Loan Agreement and, under the terms of the Loan Agreement, Transferor is entitled to sell Debtor's right, title and interest in and to the Trademarks; and

WHEREAS, Transferee wishes to acquire, and Transferor wishes to transfer to Transferee, all of Debtor's right, title and interest in and to the Trademarks; and

WHEREAS, Debtor desires that Transferee acquire all of Debtor's right, title and interest in and to the Trademarks.

NOW THEREFOR, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor does hereby sell, convey, transfer, assign and deliver to Transferee, free and clear of any lien, security interest, pledge, adverse interest or other encumbrance of any kind, Debtor's right, title and interest in and to the Trademarks, for the United States and for all foreign countries, and the inventions they claim (including subject matter capable of being reduced to a trademark claim in a reissue or reexamination proceeding relating to any of the Trademarks and subject matter that could have been included as a claim in any of the Trademarks), and any and all continuations, divisionals, continuations-in-part, provisionals, reissues, reexaminations, extensions, international applications or foreign equivalents thereof which may be obtained therefrom, and the priority rights thereto, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Debtor if this Assignment had not been made; together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Transferor authorizes and requests the appropriate governmental authority to record Transferee as owner of the Trademarks, including any continuations, divisionals, continuations-in-part, provisionals, reissues, reexaminations, international applications or extensions thereof, and to issue any and all letters trademark thereon to Transferee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Transferee, its successors, assigns or other legal representatives.

Transferor agrees that from time to time, at the reasonable request of Transferee and at Transferee's expense, Transferor shall execute and deliver such other documents and take such other actions as Transferee may reasonably request to effectuate Transferor's assignment, transfer, and

conveyance of the Trademarks and the transactions contemplated by this Assignment (including any documentation to perfect and record the rights granted hereunder in the Trademarks in any jurisdiction through the world).

Debtor, by signing below, hereby agrees and consents to all of the terms and provisions of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective authorized representatives.

Transferor:

Square 1 Bank

By David Matt
Title VP

Transferee:

Square 1 Bank

By David Matt
Title VP

Debtor:

US Seismic Systems, Inc.

By MA
Title Authorized Officer

[Signature Page to Trademark Assignment]

EXHIBIT A
to
TRADEMARK ASSIGNMENT

Trademarks and Trademark Applications

| FILE # | REGISTRATION # | COUNTRY/APPLICATION # | CATEGORY | MARK |
|--------|----------------|-----------------------|-----------|--------------|
| 5001 | 3,876,211 | US 77/961,684 | SECURITY | LAZERLOK |
| 5003 | 4,358,142 | US 85/813,644 | CORPORATE | USSI |
| 5004 | 4,492,837 | US 86/069,454 | CORPORATE | US SEISMIC |
| 5005 | | US 86/198,582 | O/G | OPTIPHONE-HD |