

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438430

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		12/07/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Geokinetics Inc.		
Street Address:	1500 City West Blvd, Suite 800		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77042		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1985282	ANSER	
Registration Number:	3523969	BE	
Registration Number:	3523970	DIAMOND	
Registration Number:	3368040	GEOTRACE	
Registration Number:	3210190	GEOTRACE	
Registration Number:	2406211	HFI	
Registration Number:	2894623	MAXRES	
Registration Number:	3272139	RESOLUTIONARY	
Registration Number:	2960354	ROCKRES	
Registration Number:	3272138	TIE IT ALL TOGETHER	
Registration Number:	3629423	TIGRESS	
CORRESPONDENCE DATA			
Fax Number:	7132766706		
<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:	713-276-5706		
Email:	houston.ip@gardere.com		
Correspondent Name:	GARDERE WYNNE SEWELL LLP (T.R. Miller)		
Address Line 1:	1000 Louisiana St., Suite 2000		
Address Line 4:	Houston, TEXAS 77002-2099		

OP \$290.00 1985282

TRADEMARK

ATTORNEY DOCKET NUMBER:	140910-000003
NAME OF SUBMITTER:	Terrell R. Miller
SIGNATURE:	/Terrell R. Miller/
DATE SIGNED:	08/08/2017

Total Attachments: 9

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ASSIGNMENT OF SECURITY INTEREST

THIS ASSIGNMENT OF SECURITY INTEREST ("Assignment") effective as of December 7, 2016 ("Effective Date") is by Silicon Valley Bank, having an address of 380 Interlocken Crescent, Suite 600, Broomfield, CO 80021, ("Assignor") in favor of Geokinetics Inc., having an address of 1500 City West Blvd, Suite 800, Houston, TX 77042, ("Assignee") pursuant to that certain Non-Recourse Loan Document Sale and Assignment Agreement dated December 7, 2016 (the "Loan Document Sale").

RECITALS

WHEREAS, Assignor is a party to that certain Loan and Security Agreement dated as of November 15, 2010, by and between Assignor and Geotrace Technologies, Inc., a Colorado corporation ("Geotrace US") and Geotrace Technologies Limited, a limited liability company incorporated in Scotland ("Geotrace UK" and together with Geotrace US, "Borrower") (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") and certain related documents which evidence the loans and associated agreements which are attached and incorporated therein (together with the Loan Agreement, collectively referred to herein as the "Loan Documents"). Pursuant to the Loan Documents, (i) as security for the Obligations (as defined in the Loan Agreement), Geotrace US granted Assignor a security interest in substantially all of Geotrace US's assets, including all intellectual property, as evidenced under the Intellectual Property Security Agreement dated November 15, 2010 between Assignor and Geotrace US (the "IP Security Agreement" and attached hereto as Exhibit A), and (ii) as security for the Obligations described in clause (a) of the definition of Obligations (as defined in the Loan Agreement), Geotrace UK granted Assignor a security interest in substantially all of Geotrace UK's assets.

WHEREAS, pursuant to the Loan Document Sale, Assignor has assigned to Assignee all of Assignor's rights, title, and interests in and to the Loan Documents.

WHEREAS, it is the purpose of this Assignment to evidence the assignment of the Loan Documents, including the IP Security Agreement, to Assignee in a form suitable for recording in the United States Patent and Trademark Office and United States Copyright Office.

NOW, THEREFORE, in consideration received as referenced in the Loan Document Sale and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby grants, assigns, conveys, transfers, and sets over to Assignee, and Assignee hereby assumes and accepts, all of Assignor's rights, title, and interests in and to all of the Loan Documents, including the IP Security Agreement, and all assets defined therein, and its rights and remedies thereunder.

IN WITNESS WHEREOF, Assignor has caused this instrument to be duly executed as of the Effective Date.

[Signature page follows]

ASSIGNOR:

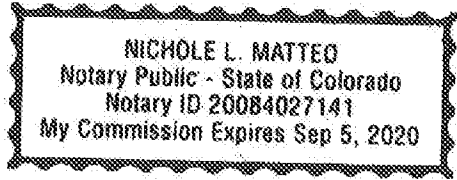
SILICON VALLEY BANK

By: 
Jay Wefel, Director

STATE OF CO §
 §
COUNTY OF BROOMFIELD §

On 26th, July, 2017, personally appeared before me Jay Wefel, known to me to be a Director of Silicon Valley Bank, the Assignor named in the forgoing Assignment of Security Interest, and acknowledged that he executed the foregoing Assignment of Security Interest on behalf of said Assignor and pursuant to authority duly received.


Notary Public



[SEAL]

Exhibit A

Intellectual Property Security Agreement
Date: November 15, 2010

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 15, 2010 by and between SILICON VALLEY BANK ("Bank") and GEOTRACE TECHNOLOGIES, 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, Geotrace Technologies Limited and Grantor dated November 15, 2010, 2010 (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). 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 to secure the obligations of Grantor under the Loan Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in 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

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 (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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 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.

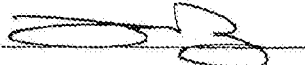
IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

1011 Highway 6 South, Suite 220
Houston, Texas 77077
Attn: Jesse Perez

GRANTOR:

GEOTRACE TECHNOLOGIES, INC.

By: 

Title: Vice President

Address of Bank:

380 Interlocken Crescent, Suite 600
Broomfield, Colorado 80021
Attn: Jay Wefel

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

Address of Grantor:

1011 Highway 6 South, Suite 220
Houston, Texas 77077
Attn: _____

Address of Bank:

380 Interlocken Crescent, Suite 600
Broomfield, Colorado 80021
Attn: Jay Wefel

GRANTOR:

GEOTRACE TECHNOLOGIES, INC.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: *Jay Wefel*

Title: *Branching Manager*

EXHIBIT A

Copyrights

Full Title	Registration Number	Registration /Recordation Date	Notes
Diamond.	TXu001585905	08/25/08	Authorship by: Geotrace Technologies, Inc. INSIGHT Access Group TEK Systems Hudson Global Resources Apex Systems Inc. Elite Computer Consultants Wipro Technologies
Recording & testing standards manual DFS V crews & 1 other title.	V3568D993	09/09/08	Copyright Security Agreement recorded by: Party 1: Geotrace Technologies, Inc. Party 2: Steel City Capital Funding, LLC

EXHIBIT B

Patents

Description

"Non-linear seismic trace matching to well logs"
Based on U.S. Application Serial No. 11/216,816

Registration/
Application
Number


U.S. Patent No.
7,447,114

Registration/
Application
Date

Issued
November 4,
2008

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ANSER	1,985,282	07/09/1996
BE	3,523,969	10/28/2008
DIAMOND	3,523,970	10/28/2008
FRACRES	Application No. 77/663,321	Application date 02/04/2009
GEOTRACE	3,368,040	01/15/2008
 Geotrace	3,210,190	02/20/2007
HFI	2,406,211	11/21/2000
MAXRES	2,894,623	10/19/2004
RESOLUTIONARY	3,272,139	07/31/2007
ROCKRES	2,960,354	06/29/2004
TIE IT ALL TOGETHER	3,272,138	07/31/2007
TIGRESS	3,629,423	06/02/2009