TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474458

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Interest Assignment Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as the prior collateral agent under the Trademark Security Agreement, dated as of August 16, 2016		05/15/2018	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as the successor collateral agent
Street Address:	Rodney Square North, 1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3226728	GDCMOD
Registration Number:	3156555	SOLID
Registration Number:	3114007	ETVIEW
Registration Number:	3153091	ETHOS

OP $115.00 3226728

CORRESPONDENCE DATA

Fax Number: 2128366337

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.

Phone: 212-836-7319
Email: paul.somelofske@arnoldporter.com
Correspondent Name: Paul J. Somelofske
Address Line 1: c/o Arnold & Porter Kaye Scholer LLP
Address Line 2: 250 West 55th Street
Address Line 4: New York, NEW YORK 10019-9710

NAME OF SUBMITTER:	Paul J. Somelofske
SIGNATURE:	/Paul J. Somelofske/

DATE SIGNED:	05/17/2018

Total Attachments: 6

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Execution Version

TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

THIS TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of this 15th day of May, 2018, by WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells"), as the prior collateral agent under the TSA (as defined below) and prior collateral agent under the Loan Agreement (as defined below) (in such capacity, "Assignor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as the successor collateral agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is party to the Term Loan and Security Agreement, dated as of June 30, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Geokinetics Holdings USA, Inc. (the "Borrower"), Geokinetics Processing, Inc. ("Geokinetics"), each of the other Guarantors party thereto, the lenders from time to time party thereto (the "Lenders"), Wilmington Trust, National Association, as administrative agent, and Assignor;

WHEREAS, pursuant to (i) the Trademark Security Agreement, dated as of August 16, 2016 (the "TSA"), made by Geokinetics in favor of the Assignor, which was recorded with the United States Patent and Trademark Office on August 23, 2016 on Reel 005861 / Frame 0726, and re-recorded on September 21, 2016 on Reel 005882 / Frame 0354 and (ii) the Loan Agreement, Geokinetics has granted to Assignor a security interest in, and lien on, all of its right, title and interest in and to the Trademark Collateral (as defined in the TSA) including, without limitation, the trademarks and trademark applications described on Schedule I annexed hereto and made a part hereof that are recorded with the United States Patent and Trademark Office;

WHEREAS, effective as of May 15, 2018, Assignor resigned as collateral agent under the Loan Agreement and the other Term Loan Financing Agreements (as defined in the Loan Agreement);

WHEREAS, pursuant to that certain Successor Agent Agreement, dated as of May 15, 2018 (the "Term Loan Successor Agent Agreement"), among Assignor, Assignee, the Borrower, the Loan Parties and the Lenders party thereto, Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Wells as collateral agent under the Loan Agreement and the other Term Loan Financing Agreements (including, without limitation, under the TSA); and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest under the Loan Agreement and the TSA, including, without limitation, Assignor's security interest in, and lien on, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Loan Agreement.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee without any representation, warranty or recourse of any kind or nature, except as specifically set forth in the Term Loan Successor Agent Agreement, all of its right, title and interest with respect to the Trademark Collateral under the Loan Agreement and the TSA, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and Assignee does hereby accept and assume all of such right, title, interest, security interests and liens.

3. Acknowledgment of Geokinetics. Geokinetics hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Trademark Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Loan Agreement) and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

AGREEMENT ASSIGNOR:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as the prior collateral agent

By: _____
Name: JACKIE S. BUCHANAN
Title: VP

Signature Page to Trademark Security Interest Assignment Agreement

AGREEMENT ASSIGNEE:

WILMINGTON TRUST, NATIONAL ASSOCIATION, as the successor collateral agent

By: _____
Name: Joseph B. Feil
Title: Vice President

Signature Page to Trademark Security Interest Assignment Agreement

ACKNOWLEDGED AND AGREED:

GEOKINETICS PROCESSING, INC.

By: _____
Name: Jessica Palomino
Title: Vice President, General Counsel & Corporate Secretary

SCHEDULE I
TO
TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

U.S. Trademarks and Trademark Applications

Trademark	Registration Date	Registration Number
GDCMOD	04/10/2007	US: 3226728
SOLID	10/17/2006	US: 3156555
ETVIEW	07/11/2006	US: 3114007
ETHOS	10/10/2006	US: 3153091