

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514441

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Seitel, Inc.		03/15/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Blue Torch Finance LLC		
Street Address:	430 Park Avenue, Suite 1202		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2676757	S	
Registration Number:	2760851	SEITEL	
Registration Number:	2676756	SEITEL S	
Registration Number:	4258284	SEITEL S THE ONSHORE SEISMIC DATA COMPAN	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	2127288000		
Email:	ipdept@willkie.com		
Correspondent Name:	Naitik Patel c/o Willkie Farr & Gallaghe		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	125527.00012 Naitik Patel		
NAME OF SUBMITTER:	Naitik K. Patel		
SIGNATURE:	/Naitik K. Patel/		
DATE SIGNED:	03/15/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of March 15, 2019 (this “**Trademark Security Agreement**”), by SEITEL, INC., a Delaware corporation (the “**Pledgor**”), in favor of BLUE TORCH FINANCE LLC, in its capacity as the collateral agent pursuant to the Credit Agreement (the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated as of March, 15, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. “**Trademarks**” shall mean, collectively, with respect to the Pledgor, all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locators (URLs), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to the Pledgor and all registrations and applications for the foregoing (whether statutory or common law in the United States), together with any and all (i) rights and privileges arising under applicable Law with respect to the Pledgor’s use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements, dilutions or other violations thereof. Unless otherwise defined herein, other terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) all Trademarks of the Pledgor, including the Trademarks listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

The Lien granted hereunder expressly excludes the Excluded Property (including any “intent-to-use” Trademark application prior to the filing of a “**statement of use**” or “**amendment to allege use**” with respect thereto solely during the period, if any, in which the grant of a security

interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration issuing therefrom under federal Law).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SEITEL, INC.

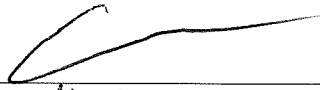
By: Marcia H. Kendrick
Name: Marcia H. Kendrick
Title: Executive Vice President, Secretary,
Treasurer and Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006591 FRAME: 0903

BLUE TORCH FINANCE LLC, as Collateral Agent

By: Blue Torch Capital LP, its managing member

By: 
Name: *Kevin Geda*
Title: *Authorized Signer*

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006591 FRAME: 0904

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND
TRADEMARK APPLICATIONS

U.S. Trademarks

Owner	Title	Registration Date	Registration No.
Seitel, Inc.	S design	01-21-03	2,676,757
Seitel, Inc.	SEITEL	09-09-03	2,760,851
Seitel, Inc.	SEITEL S and design	01-21-03	2,676,756
Seitel, Inc.	SEITEL and S design with Tagline – <i>THE Onshore Seismic Data Company</i>	12-11-12	4,258,284