

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM528349

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fairfield Industries Incorporated		04/18/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Woodforest National Bank		
<b>Street Address:</b>	1330 Lake Robbins Drive		
<b>City:</b>	The Woodlands		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77380		
<b>Entity Type:</b>	Unknown: TEXAS		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88125004	ZMOBILE	
<b>Serial Number:</b>	88117122	Z3000	
<b>Serial Number:</b>	88006300	FAIRFIELD GEOTECHNOLOGIES	
<b>Serial Number:</b>	87716281	ZLOF	
<b>Serial Number:</b>	87917026	ZXPLR	
<b>Registration Number:</b>	5121265	Z100	
<b>Registration Number:</b>	4887862	GEOMETRIC FREEDOM	
<b>Registration Number:</b>	4879777	FAN	
<b>Registration Number:</b>	4279438	ZREVEAL	
<b>Registration Number:</b>	3386498		
<b>Registration Number:</b>	3295201	FAIRFIELD	
<b>Registration Number:</b>	3613844	Z700	
<b>Registration Number:</b>	4118975	FAIRFIELDNODAL	
<b>Registration Number:</b>	4020087	ZNODAL	
<b>Registration Number:</b>	3949123	FAIRFIELDNODAL	
<b>Registration Number:</b>	3619786	ZLAND	
<b>Registration Number:</b>	2362531	BOX	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

OP \$440.00 88125004

**Fax Number:** 7132365543

***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:** 7135472998

**Email:** reem.abdelrazik@haynesboone.com

**Correspondent Name:** Reem Abdelrazik

**Address Line 1:** 1221 McKinney

**Address Line 2:** Suite 2100

**Address Line 4:** Houston, TEXAS 77010

<b>NAME OF SUBMITTER:</b>	Reem Abdelrazik
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<b>SIGNATURE:</b>	/Reem Abdelrazik/
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<b>DATE SIGNED:</b>	06/19/2019
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**Total Attachments: 10**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement") is entered into as of April 18, 2019, by FAIRFIELD INDUSTRIES INCORPORATED, a Delaware corporation ("**Grantor**") for the benefit of WOODFOREST NATIONAL BANK ("**Agent**") as administrative agent for the ratable benefit of the Secured Parties.

### Recitals

A. Grantor, as borrower, the lenders from time to time party thereto (each a "**Lender**", and collectively the "**Lenders**") and the Agent, as agent for itself and the other Lenders, entered into that certain Credit Agreement dated the date hereof (as amended, restated, or supplemented, the "**Credit Agreement**"), together with certain other Loan Documents.

B. As a condition precedent to the Agent's and the Lenders' agreement to enter into the Credit Agreement, the Agent and Lenders have required that Debtors execute this Agreement to secure Debtors' obligations under the Credit Agreement and the other Loan Documents.

C. The execution and delivery of this Agreement is an integral part of the transactions contemplated by the Loan Documents and a condition precedent to Lenders' obligations to extend credit or make loans under the Credit Agreement.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in this Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of the Grantor's right, title and interest in and to the patents or applications for patents listed on Exhibit A, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder.

"Security Interest" has the meaning given in *Section 2*.

"Trademarks" means all of the Grantor's right, title and interest in and to: (i) the trademarks, service marks, collective membership marks, registrations for the marks listed on Exhibit B and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each and (iii) the right to sue for past, present and future infringement, dilution and damages therefor.

2. Security Interest. The Grantor hereby irrevocably pledges and assigns to, and grants Agent a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Secured Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable governmental authority record this Agreement.

3. Representations, Warranties and Agreements. The Grantor represents, warrants and agrees as follows:

(a) **Existence; Authority.** The Grantor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Grantor.

(b) **Patents.** Exhibit A accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Grantor shall from time to time, but no less frequently than quarterly, provide written notice to Agent with a replacement Exhibit A, which upon acceptance by Agent shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately reflects the existence and status of the Trademarks and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Grantor shall promptly provide written notice to Agent with a replacement Exhibit B, which upon acceptance by Agent shall become part of this Agreement.

(d) **Title.** The Grantor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens. The Grantor will keep all Patents and Trademarks free and clear of all Liens.

(e) **No Sale.** The Grantor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Agent's prior written consent.

(f) **Defense.** The Grantor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons.

(g) **Maintenance.** The Grantor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Grantor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Agent: (i) sufficient written notice, of at least thirty (30) days, to allow Agent to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Agent's Right to Take Action.** If the Grantor fails to perform or observe any of its covenants or agreements set forth in this *Section 3*, and if such failure continues for a period of ten (10) calendar days after Agent gives the Grantor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Grantor notifies Agent that it intends to abandon a Patent or Trademark, Agent may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Grantor (or, at Agent's option, in Agent's

own name) and may (but need not) take any and all other actions which Agent may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Grantor shall pay Agent on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Agent in connection with or as a result of Agent's taking action under subsection (i) or exercising its rights under **Section 6**, together with interest thereon from the date expended or incurred by Agent.

(j) **Power of Attorney.** To facilitate Agent's taking action under subsection (i) and exercising its rights under **Section 6**, the Grantor hereby irrevocably appoints (which appointment is coupled with an interest) Agent, or its delegate, as the attorney-in-fact of the Grantor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Grantor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Grantor under this **Section 3**, or, necessary for Agent, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon payment of the Obligations.

4. Grantor's Use of the Patents and Trademarks. The Grantor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. An Event of Default, as defined in the Credit Agreement shall constitute an event of default under this Agreement (herein called "Event of Default").

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Agent may, at its option, take any or all of the following actions:

(a) Agent may exercise any or all remedies available under the Loan Documents.

(b) Agent may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Agent may enforce the Patents and Trademarks and any licenses thereunder, and if Agent shall commence any suit for such enforcement, the Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Agent. A waiver signed by Agent shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Agent's rights or remedies. All rights and remedies of Agent shall be cumulative and may be exercised singularly or concurrently, at Agent's option, and the exercise or enforcement of any one such right or remedy shall

neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to the Grantor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Agent shall not be obligated to preserve any rights the Grantor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Grantor and Agent and their respective participants, successors and assigns and shall take effect when signed by the Grantor and delivered to Agent, and the Grantor waives notice of Agent's acceptance hereof. Agent may execute this Agreement if appropriate for the purpose of filing, but the failure of Agent to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement signed by the Grantor or of any financing statement authorized by the Grantor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement.

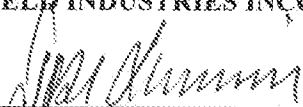
**8. THE PARTIES HERETO WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

[Signatures follow.]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

**GRANTOR:**

**FAIRFIELD INDUSTRIES INCORPORATED**

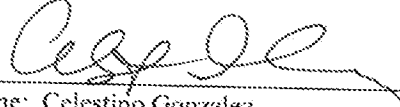
By:   
Name: Jose Xavier  
Title: Senior Vice President & Chief Financial Officer

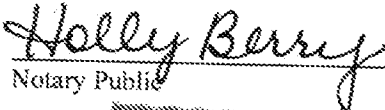
Signature Page to  
Patent and Trademark Security Agreement

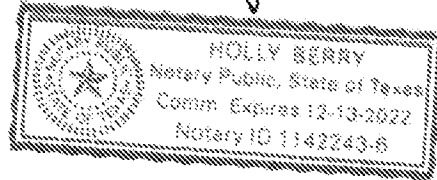
**TRADEMARK**  
**REEL: 006673 FRAME: 0477**

AGENT:

WOODFOREST NATIONAL BANK

By:   
Name: Celestino Gonzalez  
Title: Senior Vice President -- Commercial Banking

  
Notary Public



Signature Page to  
Patent and Trademark Security Agreement

TRADEMARK  
REEL: 006673 FRAME: 0478



EXHIBIT A

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS


Patent No./ Application No.	Issue Date/ Publication Date	Record Owner	Pending/ Issued	Title
15/870,193	07/19/2018	FAIRFIELD INDUSTRIES INCORPORATED	Pending	3D TAU-P COHERENCY FILTERING
15/285,208	04/05/2018	FAIRFIELD INDUSTRIES INCORPORATED	Pending	CALIBRATION OF GEOPHONE AND HYDROPHONE PAIRS
15/638,341	12/21/2017	FAIRFIELD INDUSTRIES INCORPORATED	Pending	DETECTING STRUCTURAL AND STRATIGRAPHIC INFORMATION FROM SEISMIC DATA
14/806,418	01/26/2017	FAIRFIELD INDUSTRIES INCORPORATED	Pending	SYSTEMS AND METHODS FOR DETECTING SUBSURFACE FEATURES USING 3D ANGLE GATHERS
14/405,564	06/18/2015	FAIRFIELD INDUSTRIES INCORPORATED D/B/A FAIRFIELDNODAL	Pending	SEISMIC DATA ANALYSIS USING OCEAN BOTTOM NODE DATA COLLECTION
9,715,027 14/509,443	07/25/2017 04/16/2015	FAIRFIELD INDUSTRIES INCORPORATED	Issued	DETECTING STRUCTURAL AND STRATIGRAPHIC INFORMATION FROM SEISMIC DATA
9,490,911 14/203,550	11/08/2016 11/20/2014	FAIRFIELD INDUSTRIES INCORPORATED	Issued	HIGH-BANDWIDTH UNDERWATER DATA COMMUNICATION SYSTEM
7,953,556 12/042,194	05/31/2011 09/11/2008	FAIRFIELD INDUSTRIES INCORPORATED	Issued	GEOPHONE NOISE ATTENUATION AND WAVEFIELD SEPARATION USING A MULTI-DIMENSIONAL DECOMPOSITION TECHNIQUE
7,639,564 11/972,960	12/29/2009 07/16/2009	FAIRFIELD INDUSTRIES INCORPORATED	Issued	3-D TAU-P INTERPOLATION
7,630,276 12/057,036	12/08/2009 10/01/2009	FAIRFIELD INDUSTRIES INCORPORATED	Issued	METHOD FOR DETERMINATION OF DIFFERENTIAL TRANSFER FUNCTION BETWEEN TWO CLOSELY SPACED HYDROPHONES
7,616,524 11/895,709	11/10/2009	THE UNIVERSITY OF TULSA  FAIRFIELD	Issued	WAVELET BASED INTERCEPT ATTRIBUTE FOR SEISMIC EXPLORATION

Patent No./ Application No.	Issue Date/ Publication Date	Record Owner	Pending/ Issued	Title
		INDUSTRIES INCORPORATED		
7,433,265 11/243,136	10/07/2008 04/05/2007	FAIRFIELD INDUSTRIES INCORPORATED	Issued	CONVERTED WAVE ENERGY REMOVAL FROM SEISMIC DATA

EXHIBIT B

UNITED STATES REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Serial No.	Registration No.	Registration Date	Owner
ZMOBILE	88125004	N/A	N/A	FAIRFIELD INDUSTRIES INCORPORATED
Z3000	88117122	N/A	N/A	FAIRFIELD INDUSTRIES INCORPORATED DBA FAIRFIELDNODAL
FAIRFIELD GEOTECHNOLOGIES	88006300	N/A	N/A	FAIRFIELD INDUSTRIES INCORPORATED DBA FAIRFIELDNODAL
ZLOF	87716281	N/A	N/A	FAIRFIELD INDUSTRIES INCORPORATED DBA FAIRFIELDNODAL
ZXPLR	87917026	N/A	N/A	FAIRFIELD INDUSTRIES INCORPORATED DBA FAIRFIELDNODAL
Z100	86981113	5121265	01/10/2017	FAIRFIELD INDUSTRIES INCORPORATED DBA FAIRFIELDNODAL
GEOMETRIC FREEDOM	86457128	4887862	01/19/2016	FAIRFIELD INDUSTRIES INCORPORATED DBA FAIRFIELDNODAL
FAN	86477800	4879777	01/05/2016	FAIRFIELD INDUSTRIES INCORPORATED DBA FAIRFIELDNODAL
ZREVEAL	85646963	4279438	01/22/2013	FAIRFIELD INDUSTRIES INCORPORATED
	78758990	3386498	02/19/2008	FAIRFIELD INDUSTRIES INCORPORATED
FAIRFIELD	78731799	3295201	09/18/2007	FAIRFIELD INDUSTRIES INCORPORATED
Z700	78574289	3613844	04/28/2009	FAIRFIELD INDUSTRIES INCORPORATED

Mark	Serial No.	Registration No.	Registration Date	Owner
FAIRFIELDNODAL	77883931	4118975	03/27/2012	FAIRFIELD INDUSTRIES INCORPORATED
ZNODAL	77883927	4020087	08/30/2011	FAIRFIELD INDUSTRIES INCORPORATED
FAIRFIELDNODAL	77981467	3949123	04/19/2011	FAIRFIELD INDUSTRIES INCORPORATED
ZLAND	77047128	3619786	05/12/2009	FAIRFIELD INDUSTRIES INCORPORATED
	75201202	2362531	06/27/2000	FAIRFIELD INDUSTRIES INCORPORATED