

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636632

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CGG Services (U.S.) Inc.		04/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon, London Branch, as Security Agent		
Street Address:	One Canada Square, Canary Wharf		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5AL		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4731950	ROQFRAC	
Registration Number:	2603709	4TH WAVE IMAGING	
Registration Number:	3784342	MAGCUBE	
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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1350808 TM		
NAME OF SUBMITTER:	Adam Siegel		
SIGNATURE:	/Adam Siegel/		
DATE SIGNED:	04/02/2021		
Total Attachments: 6			
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This First Lien Trademark Security Agreement dated as of April 1, 2021 (this “**Trademark Security Agreement**”), by and between the guarantor listed on Schedule 1 hereto (the “**Grantor**”), in favor of The Bank of New York Mellon, London Branch, in its capacity as security agent for the Secured Parties (in such capacity, together with any successor thereof, the “**Security Agent**”) pursuant to that certain Indenture dated as of April 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**First Lien Indenture**”), by and among CGG S.A., a *société anonyme* incorporated under the laws of France (registration number 969 202 241 RCS Evry) (“**Parent**”), the Grantor, the other Obligors party thereto, BNY Mellon Corporate Trustee Services Limited, as trustee, The Bank of New York Mellon, London Branch, as paying agent and security agent, The Bank of New York Mellon SA/NV, Dublin Branch, as transfer agent and registrar, and the other parties party thereto and the Super Senior Revolving Facilities Agreement, dated as of April 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Parent, the Original Borrower (as defined therein), the Original Guarantor (as defined therein), the Original Lenders (as defined therein), Barclays Bank Ireland PLC, Goldman Sachs Bank Europe SE, J.P. Morgan AG, and Morgan Stanley Bank AG, as the Mandated Lead Arrangers (as defined therein), Lucid Agency Services Limited, as the Agent (as defined therein) and The Bank of New York Mellon, London Branch and The Bank of New York Mellon SA/NV, Paris Branch, as security agents.

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain First Lien Pledge and Security Agreement (U.S.) dated as of April 1, 2021, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Security Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Security Agent, for the ratable benefit of the Secured Parties, to enter into the First Lien Indenture and the Credit Agreement, the Grantor hereby agrees with the Security Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, 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 Grantor hereby pledges and grants to the Security Agent for the ratable 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 Grantor, whether now existing or hereafter arising or acquired from time to time (collectively, the “**Trademark Collateral**”): all trademarks service marks, slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any

political subdivision thereof), including the United States trademark registrations and applications for registration, listed on Schedule 2 attached hereto, together with any and all (i) rights and privileges arising under applicable legal requirements with respect to the use of any of the foregoing, (ii) all goodwill of the business connected with the use thereof and symbolized thereby, (iii) extensions and renewals thereof and amendments thereto, (iv) proceeds, 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, (v) rights to sue for past, present and future infringements, dilutions or other violations thereof, and (vi) rights corresponding thereto throughout the world.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use Trademark application to the extent, and for so long as, creation by the Grantor of a Security Interest therein would result in loss by the Grantor of any rights therein, or in any registration issuing therefrom, unless and until a Statement of Use or an Amendment to Allege Use has been filed with the United States Patent and Trademark Office with respect to such intent-to-use Trademark application.

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 Security Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral 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.

SECTION 4. Termination. Once the Obligations have been paid in full or as otherwise provided in the Security Agreement, the security interest granted pursuant to the Security Agreement and the security interest granted herein shall terminate and be deemed released, and upon written request and cost of the U.S. Parent, the Security Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral 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 and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

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

CGG SERVICES (U.S.) INC.

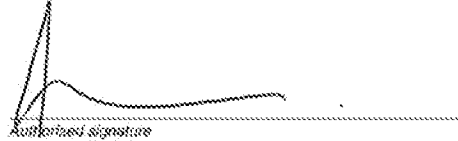
By: *[Signature]*
Name: *Chris Bourne*
Title: *Authorized signatory*

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

Accepted and Agreed:

THE BANK OF NEW YORK MELLON, LONDON BRANCH,
as Security Agent

By: _____
Name:
Title:



Authorized signature

Digitally signed
by Tina
Howson

SCHEDULE 1
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT

GRANTOR

NAME	ADDRESS
CGG Services (U.S.) Inc.	10300 Town Park Drive Houston, Texas 77072 United States of America

SCHEDULE 2
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS:

United States Trademark Registrations

Company	Trademark	Classes	Application Number	Registration Number	Registration Date
CGG Services (U.S.) Inc.	ROQFRAC	42	85796586	4731950	05/05/2015
	4th WAVE IMAGING	35, 42	76111438	2603709	06/08/2002
	MAGCUBE	42	77831771	3784342	04/05/2010

United States Trademark Applications

None.