

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787901

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Geophysical Services, LLC		10/26/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Geophysical Technology, Inc.		
Street Address:	800 MULBERRY LANE		
City:	BELLAIRE		
State/Country:	TEXAS		
Postal Code:	77401		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3198605	EXCITING THE PLANET	
CORRESPONDENCE DATA			
Fax Number:	8322014829		
<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:	713-539-5006		
Email:	faginr@xp-patents.com		
Correspondent Name:	Richard A. Fagin		
Address Line 1:	P.O. BOX 593128		
Address Line 4:	San Antonio, TEXAS 78259		
NAME OF SUBMITTER:	Richard A. Fagin		
SIGNATURE:	/Richard A. Fagin/		
DATE SIGNED:	02/17/2023		
Total Attachments: 13			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) dated as of October 26th, 2022, between Global Geophysical Services, LLC (“**Assignor**”), and Geophysical Technology, Inc. (“**Assignee**”, and each of Assignor and Assignee, a “**Party**”).

WHEREAS, Assignor owns all the right, title and interest in certain U.S. and corresponding foreign patents, patent applications, and registered trademarks listed on Schedule A attached hereto and certain other assets described herein (collectively, the “**Intellectual Property**”);

WHEREAS, Assignor desires to transfer, grant, convey and assign to Grantee all of Grantor’s right, title and interest in the Intellectual Property pursuant to this Agreement and subject to that certain Equipment Purchase and Sale Agreement, dated as of even date herewith, and by and among the parties hereto (the “**Purchase Agreement**”); and

WHEREAS, Assignee desires to accept from Assignor the conveyance of the Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The recitals above are hereby incorporated herein by reference for all purposes.

2. **Assignment.** Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor’s right, title and interest in and to (a) the patents, patent applications and trademarks set forth in Schedule A hereto, (b) any trademark, service mark, trade name, domain name or other source identifier that is a derivative of or confusingly similar to any of the trademarks set forth in Schedule A hereto, (c) any other trademark, service mark, trade name, domain name or other source identifier that contains the term “Global Geophysical” or any term, design or other source identifier that is a derivative of or confusingly similar to the same or the design set forth in Schedule A hereto, (d) any registration or application for registration of any of the foregoing (including the registrations and applications for registration set forth in Schedule A hereto), (e) the website and the email addresses associated with Global Geophysical, Inc. or Global Geophysical, LLC, (f) any policies, procedures or systems including, but not limited to, finance and accounting and HSE, **and (g) any and all goodwill associated with any of the foregoing (collectively, the “Assigned Intellectual Property”), as well as any marketing materials of Assignor.**

3. **Cooperation.** The Parties shall, and shall cause their employees, affiliates, successors and assigns to, execute all documents and take all additional steps reasonably necessary to effect the intent of this Agreement.

3. **DISCLAIMER; LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE ASSIGNED INTELLECTUAL PROPERTY IS ASSIGNED AND ASSUMED ON AN “AS IS” BASIS WITH NO REPRESENTATIONS OR WARRANTIES, AND ASSIGNOR HEREBY EXCLUDES AND DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE ASSIGNED INTELLECTUAL PROPERTY, INCLUDING THOSE REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ANY WARRANTIES IMPLIED BY ANY COURSE OF

DEALING OR TRADE USAGE. ASSIGNOR SHALL NOT BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT EVEN IF ASSIGNEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPTING ASSIGNOR'S EXPRESS REPRESENTATION AND WARRANTY THAT ASSIGNOR OWNS ALL RIGHT, TITLE AND INTEREST IN THE ASSIGNED INTELLECTUAL PROPERTY, HAS THE FULL RIGHT AND POWER TO MAKE THE ASSIGNMENT CONTEMPLATED BY THIS AGREEMENT, AND HAS NOT AND SHALL NOT TAKE ANY ACTION ADVERSE TO SUCH RIGHT, POWER AND INTEREST IN FAVOR OF ANY THIRD PARTY.

4. General Provisions. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Agreement, along with Schedule A, and, as applicable, the Purchase Agreement, constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the Parties with respect thereto. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by the Parties. The failure of a Party to enforce any terms or provisions of this Agreement shall not result in the waiver by such Party of any of its rights under such terms or provisions. If any provision of this Agreement is determined to be invalid or unenforceable, then the remainder of the Agreement shall remain valid and enforceable as if the Agreement did not contain the invalid or unenforceable provision. Assignor shall take any other action at Assignee's cost and expense that may be necessary for Assignee to perfect its interest in the Assigned Intellectual property.

5. Governing Law. This Agreement shall be subject to and governed by the laws of the State of Texas without regard to the conflict of law rules of such state.

[Signature page follows.]

IN WITNESS WHEREOF, this Agreement has been duly executed by both parties, effective as of the Effective Date.

For ASSIGNEE:

GLOBAL GEOPHYSICAL SERVICES, LLC.

Signature: Sean M. Gore

Name: Sean Gore

Title: President & Chief Executive Officer

Email: Sean.Gore@GlobalGeophysical.com

Date: October 26, 2022

For ASSIGNOR:

Geophysical Technology Inc.

Signature: Richard Degner

Name: Richard Degner

Title: President & Chief Executive Officer

Email: Richard.Degner@GeophysicalTechnology.com

Date: 26th October 2022



EQUIPMENT PURCHASE AND SALE AGREEMENT

This Equipment Purchase and Sale Agreement ("Agreement") is made and entered into effective as of the **26th day of October 2022** ("Effective Date") between **GLOBAL GEOPHYSICAL SERVICES, LLC.**, whose principal address is 32418 Edgewater Drive, Magnolia, Texas 77345-2166 (including and on behalf of its affiliates, collectively "SELLER") and Geophysical Technology, Inc., whose principal address is, 800 Mulberry Lane, Bellaire Texas 77401 ("BUYER").

1. GENERAL CONDITIONS:

Subject to the terms and conditions set forth herein and the execution and delivery of a BILL OF SALE (as defined below) and execution and delivery of an INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (defined below), SELLER hereby agrees to sell, transfer, assign and convey to BUYER, and BUYER agrees to purchase from SELLER all of SELLER's right, title and interest in and to the Equipment (as defined below and in Exhibit A) and the GGS IP (as defined below and in Exhibit A).

2. DESCRIPTION OF THE EQUIPMENT; INTELLECTUAL PROPERTY; USE AND PURCHASE OF FORKLIFTS:

The equipment being sold ("Equipment") and the intellectual property being sold (the "GGS IP") are described in EXHIBIT A, attached hereto, and made a part hereof for all purposes. SELLER agrees to maintain the leased property upon which the Equipment is located through October 31, 2022. SELLER agrees that BUYER may have full use of the two forklifts located on the property in Houston, Texas (the "Forklifts"), for the purposes of mobilizing, moving, and removing the Equipment from the date hereof until the Forklifts are purchased by BUYER or by a third party in accordance with the terms hereof; provided that BUYER maintains the Forklifts during this period.

BUYER shall have a right of first offer to purchase the forklifts from the Effective Date until January 31, 2023, during which period BUYER may make such an offer and SELLER shall have up to 60 days thereafter to obtain a better offer. If no such offer is obtained, SELLER shall sell the Forklifts to BUYER at the offered price. After January 31, 2023, if SELLER has not received from BUYER an offer to purchase the Forklifts, SELLER may sell the Forklifts on any terms and to any purchaser, in its sole discretion. At any time, SELLER and BUYER may agree on the terms of sale of the Forklifts, notwithstanding any other provision in this Section.

3. PURCHASE PRICE AND PAYMENT TERMS:

TOTAL PURCHASE PRICE: \$600,000.00 is due and payable upon the execution of this Agreement.

The Total Purchase Price is net of and does not include any applicable taxes, fees, encumbrances, impositions, import duties, export duties or any other charges, expenses or costs, all of which shall be for Buyers sole account.

All payments shall be made by BUYER to SELLER in US Dollars upon the execution of this Agreement by wire transfer to SELLER's account pursuant to the following instructions:

A handwritten signature in black ink, enclosed within a hand-drawn oval. The signature appears to be the initials "PN".



<u>ACH Information</u>	<u>Wire Transfer Information</u>
Bank: Bank of America Houston, TX ABA Routing Transit No.: #111000025 Account: Global Geophysical Services Inc. Account #488031266147	Bank: Bank of America 100 West 33 rd Street New York, NY 10001 ABA Routing Transit No.: 026009593 CHIPS Address: 0959 SWIFT Address: BOFAUS3N Account: Global Geophysical Services Inc. Account #488031266147

4. DELIVERY AND TITLE:

TITLE TO AND OWNERSHIP OF THE EQUIPMENT AND THE GGS IP SHALL TRANSFER TO BUYER UPON FINAL AND IRREVOCABLE PAYMENT OF THE TOTAL PURCHASE PRICE to SELLER's account specified in Section 3 above.

Possession and all risk of loss of the Equipment shall pass to BUYER as soon as BUYER takes delivery of the Equipment; provided such delivery shall occur no more than ten (10) days following SELLER's receipt of payment of the Total Purchase Price paid by BUYER. Thereafter, risk of loss to the Equipment shall automatically pass to BUYER regardless of whether or not BUYER has taken possession.

The Equipment will be available for pick up by BUYER on or after the Effective Date, at the yards that possess the Equipment in Dubai, Houston, and Erbil, Iraq. Upon final payment of the Total Purchase Price, SELLER shall immediately execute a BILL OF SALE in the form attached hereto as EXHIBIT C- FORM OF BILL OF SALE and deliver the same to BUYER.

SELLER will work with BUYER to transfer any tangible GGS IP assets at BUYER's sole cost and expense. Upon final payment of the Total Purchase Price, BUYER and SELLER shall immediately execute an IP ASSIGNMENT AND ASSUMPTION AGREEMENT in the form attached hereto as EXHIBIT D.

5. WARRANTIES; COVENANTS:

SELLER warrants the following to BUYER with respect to the Equipment and the GGS IP:

- 1) SELLER is the true and lawful owner of the Equipment and the GGS IP;
- 2) Neither the Equipment nor the GGS IP are subject to any liens or other encumbrances; and
- 3) SELLER has the authority to enter into this Agreement and to sell the Equipment and the GGS IP to BUYER, and any consents, approvals or waivers required to be obtained by SELLER from any person or entity in connection with this Agreement and the transactions contemplated hereby have been obtained.

SELLER covenants that within 90 days of payment of the Total Purchase Price, SELLER will change the name of SELLER and any affiliated company with a similar name, cease any use, whether itself or by any of SELLER's affiliates, of any trademark conveyed to BUYER under this Agreement, and arrange for the transfer of the web domain and related email and cease use of any related email addresses; provided, however, that BUYER agrees to support SELLER's designated email address for a period of two years from the date that BUYER takes possession of the web domain and related email.

6. INSPECTION OF EQUIPMENT BY BUYER:

BUYER has been given access to and the right to inspect the Equipment prior to the delivery date as specified in Section 4 herein: and as provided in Section 7 below, BUYER will be deemed to have satisfied itself as to all matters pertaining to the Equipment and the GGS IP upon final payment of the Total Purchase Price to SELLER.



7. DISCLAIMER:

THE EQUIPMENT BEING SOLD IS USED EQUIPMENT, AND SELLER IS SELLING THE EQUIPMENT AND THE GGS IP TO BUYER ON AN "AS-IS, WHERE-IS" BASIS. SELLER MAKES NO WARRANTIES WHATSOEVER AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, TO ANYONE, AS TO THE EQUIPMENT'S AND THE GGS IP'S MERCHANTABILITY, FITNESS OR ADEQUACY FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, DESIGN, CONDITION, CAPACITY, PERFORMANCE, AND ANY OTHER ASPECT OF THE EQUIPMENT AND THE GGS IP INCLUDING ITS MATERIAL AND WORKMANSHIP. SELLER FURTHER DISCLAIMS ANY AND ALL LIABILITY FOR LOSS, DAMAGE OR INJURY TO BUYER OR ANY THIRD PARTY AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT AND GGS IP INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOST PROFITS, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, PERSONAL INJURY, DISABILITY AND DEATH.

BUYER ADMITS TO HAVING INSPECTED THE EQUIPMENT AND GGS IP TO ITS SATISFACTION, AND THAT NO GUARANTEES OR WARRANTIES WERE EXPRESSED OR IMPLIED BY THE SELLER REGARDING THE CONDITION, QUALITY OR FITNESS FOR ANY PURPOSE OF THE EQUIPMENT, EXCEPT FOR THE WARRANTIES PROVIDED IN SECTION 5 HEREIN.

8. INDEMNIFICATION:

BUYER shall be responsible for and indemnify, defend and hold SELLER harmless against any losses, liabilities, damages, claims, demands, suits, settlements, judgments and causes of action or expenses (including, without limitation, reasonable attorneys' fees, expenses of investigation and defense of lawsuit) (collectively, "Losses") arising out of or relating to the Equipment, GGS IP or this Agreement except with respect to, and to the extent of, any Losses arising out of or relating to the gross negligence, willful misconduct, fraud, or breach of this Agreement of or by SELLER.

SELLER shall not be liable to BUYER or any third party for lost profits, consequential, incidental, special, indirect, or punitive damages arising out of or relating to the Equipment, the GGS IP or this Agreement.

9. DEFAULT:

Either party may terminate this Agreement upon the default of any of the terms of this Agreement by the other party, if such default remains uncured for a period of five (5) business days after proper written notice delivered to the defaulting party.

10. GOVERNING LAW; CONSENT TO PERSONAL JURISDICTION:

THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. BUYER HEREBY EXPRESSLY CONSENTS TO THE EXCLUSIVE VENUE AND PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN NEW YORK, NEW YORK STATE, FOR ANY LAWSUIT OR OTHER LEGAL ACTION FILED THERE BY OR AGAINST THE BUYER, OR BY OR AGAINST THE SELLER, ARISING FROM OR RELATING TO THIS AGREEMENT.

11. GENERAL:

Following the execution of this Agreement and payment of the Total Purchase Price, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder, including but not limited to securing the release of any Equipment or GGS IP held by a bank or collateral agent.

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in

Global Geophysical Services, LLC.

32418 Edgewater Dr • Magnolia, TX 77354-2166 • (713) 808 7264 (office) • (713) 293 5980 (Mobile)

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Geophysical Services

writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission, which confirmation may be electronically generated) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth above, email addresses set forth below (or at such other address for a party as shall be specified in a notice given in accordance with this section).

Paragraph headings are for convenience of reference only and are not intended to have any effect in the interpretation or determining of rights or obligations under this Agreement.

This Agreement shall be binding upon and accrue to the benefit of the parties, their successors, legal representatives and permitted assigns. BUYER may not assign all or any part of this Agreement without the express prior written consent of SELLER which may be withheld for any reason or no reason.

Should any provision of this Agreement be judged by an appropriate court of law as invalid, it shall not affect any of the remaining provisions whatsoever.

Each of the parties to this Agreement acknowledge that they each have carefully read and reviewed this Agreement with their respective counsel, and therefore, agree that the rule of construction that ambiguities shall be construed against the drafter of the document shall not be applicable.

[signature page follows]

Global Geophysical Services, LLC.

32418 Edgewater Dr • Magnolia, TX 77354-2165 • (713) 808 7264 (office) • (713) 200 9880 (Mobile)

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IN WITNESS WHEREOF, this Agreement has been duly executed by both parties, effective as of the Effective Date.

For SELLER:

GLOBAL GEOPHYSICAL SERVICES, LLC.

Signature: Sean M. Gore

Name: Sean Gore

Title: President & Chief Executive Officer

Email: Sean.Gore@GlobalGeophysical.com

Date: October 26, 2022

For BUYER:

Geophysical Technology Inc.

Signature: [Handwritten Signature]

Name: Richard Degner

Title: President & Chief Executive Officer

Email: Richard.Degner@GeophysicalTechnology.com

Date: 26th October 2022



EXHIBIT A

**EQUIPMENT
AND GGS IP**

1. The "Equipment" includes:

IN DUBAI:

Seismic Vibrators as Listed Below:

Location	Vibe Type	Vib S/N	Engine	Engine S/N	Engine Displacement	Manufacture Date	Engine Hours
UAE	I/O AHV IV	5744	DDEC IV 425 HP	06R0772331	12.7L	6-Apr-2005	10,242
UAE	I/O AHV IV	5883	DDEC V 425 HP	06R0942078	14.0L	29-Sep-2006	8,668
UAE	I/O AHV IV	5884	DDEC V 425 HP	06R0942082	14.0L	29-Sep-2006	8,199
UAE	I/O AHV IV	5774	DDEC IV 425 HP	06R0815505	12.7L	25-May-2005	6,701
UAE	I/O AHV IV	5881	DDEC V 425 HP	06R0941737	14.0L	29-Sep-2006	6,586

IN ERBIL IRAQ:

Seismic Vibrators and other seismic equipment as Listed Below:

Location	Vibe Type	Vib S/N	Engine	Engine S/N	Engine Displacement	Manufacture Date	Engine Hours
Kurdistan	I/O AHV IV	6103	DDEC V 425 HP	06R0985466	14.0L	4-Dec-2007	12,088
Kurdistan	I/O AHV IV	5682	DDEC V 425 HP	06R0942038	14.0L	29-Sep-2006	9,001
Kurdistan	I/O AHV IV	5882	DDEC V 425 HP	06R0918467	14.0L	29-Jun-2006	2,510
Kurdistan	I/O AHV IV	5752	DDEC IV 425 HP	06R0790102	12.7L	6-Apr-2005	20,423
Kurdistan	I/O AHV IV	5791	DDEC IV 425 HP	06R0854296	12.7L	18-Aug-2005	19,640
Kurdistan	I/O AHV IV	5790	DDEC IV 425 HP	06R0849136	12.7L	15-Aug-2005	19,436
Kurdistan	I/O AHV IV	5830	DDEC V 425 HP	06R0878526	14.0L	1-Feb-2006	19,296
Kurdistan	I/O AHV IV	5772	DDEC IV 425 HP	06R0813890	12.7L	28-May-2005	18,873
Kurdistan	I/O AHV IV	5801	DDEC V 425 HP	06R0883522	14.0L	20-Oct-2005	18,217
Kurdistan	I/O AHV IV	5742	DDECIV 425 HP	06R0772333	12.7L	6-Apr-2005	11,773
Kurdistan	I/O AHV IV	5741	DDECIV 425 HP	06R0778093	12.7L	6-Apr-2005	10,548
Kurdistan	I/O AHV IV	5743	DDECIV 425 HP	06R0790576	12.7L	6-Apr-2005	9,602

Global Geophysical Services, LLC.

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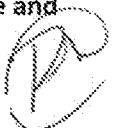
IN Houston, Texas:

Seismic Vibrators and other seismic equipment as Listed Below:

Location	Vibe Type	Vib S/N	Engine	Engine S/N	Engine Displacement	Manufacture Date	Engine Hours
Houston	I/O AHV IV	5807	DDEC V 425 HP	06R0963019	14.0L	21-Dec-2006	9,691
Houston	I/O AHV IV	5819	DDEC V 425 HP	06R0963786	14.0L	29-Jan-2007	10,072
Houston	I/O AHV IV	5920	DDEC V 425 HP	06R0961213	14.0L	26-Jan-2007	9,123
Houston	I/O AHV IV	5921	DDEC V 425 HP	06R0961490	14.0L	1-Feb-2007	6,633
Houston	I/O AHV IV	5822	DDEC V 425 HP	06R0966740	14.0L	29-Jan-2007	10,121
Houston	I/O AHV IV	5923	DDEC V 425 HP	06R0963284	14.0L	30-Jan-2007	4,758
Houston	I/O AHV IV	5924	DDEC V 425 HP	06R0962433	14.0L	30-Jan-2007	5,770
Houston	I/O AHV IV	5925	DDEC V 425 HP	06R0925450	14.0L	30-Jan-2007	4,953
Houston	I/O AHV IV	5949	DDEC V 425 HP	06R0961466	14.0L	20-Mar-2007	3,295
Houston	I/O AHV IV	5950	DDEC V 425 HP	06R0966339	14.0L	30-Mar-2007	5,488
Houston	I/O AHV IV	5951	DDEC V 425 HP	06R0968203	14.0L	26-Mar-2007	5,433
Houston	I/O AHV IV	5952	DDEC V 425 HP	06R0968112	14.0L	30-Mar-2007	14,778
Houston	I/O AHV IV	5953	DDEC V 425 HP	06RE134988	14.0L	20-Mar-2007	13,211
Houston	I/O AHV IV	6037	DDEC V 425 HP	06R0972000	14.0L	3-Aug-2007	15,134
Houston	I/O AHV IV	6090	DDEC V 425 HP	06R0968892	14.0L	28-Aug-2007	15,693
Houston	I/O AHV IV	6041	DDEC V 425 HP	06R0970392	14.0L	26-Aug-2007	12,890
Houston	I/O AHV IV	5970	DDEC V 425 HP	06R0968334	14.0L	30-Mar-2007	16,521
Houston	I/O AHV IV	6038	DDEC V 425 HP	06R0968905	14.0L	4-Aug-2007	16,185
Houston	I/O AHV IV	5871	DDEC V 425 HP	06R0973966	14.0L	30-Mar-2007	21,095
Houston	I/O AHV IV	6039	DDEC V 425 HP	06R0972114	14.0L	4-Aug-2007	15,692
Houston	I/O AHV IV	5792	DDEC IV 426HP	06R0964291	12.7L	1-Sep-2005	14,490
Houston	I/O AHV IV	5789	DDEC V 500 HP	06R0962820	12.7L	12-Sep-2005	12,840
Houston	I/O AHV IV	5852	DDEC V 500 HP	06R0982546	14.0L	1-Jun-2006	15,736
Houston	I/O AHV IV	5794	DDEC V 425 HP	06R0964301	12.7L	12-Sep-2005	23,374
Houston	I/O AHV IV	5803	DDEC V 425 HP	06R0968885	14.0L	20-Dec-2005	20,440
Houston	I/O AHV IV	5883	DDEC V 425 HP	06R0946992	14.0L	26-Oct-2006	20,232
Houston	I/O AHV IV	5793	DDEC V 425 HP	06R0964303	12.7L	12-Sep-2005	20,657
Houston	I/O AHV IV	5804	DDEC V 425 HP	06R0970533	14.0L	20-Dec-2005	18,946

As well as all of the various miscellaneous ancillary seismic equipment items located onsite with the seismic vibrators in Erbil, Iraq, in Dubai, UAE, and in Houston, Texas, except with respect to (a) the forklifts; and (b) those certain new empty metal shipping containers, in each case located on the Houston, Texas property, which shall remain the property of SELLER; the contents of that certain storage unit A1031 located at 2742 FM 1093, Richmond, Texas 77407, provided that BUYER removes all contents within 30 days of the Effective Date; and any and all software owned by SELLER; and any and all software licenses held by SELLER to the fullest extent SELLER has the right to convey, transfer or assign such licenses. BUYER assumes any licenses of SELLER to third parties. SELLER shall provide BUYER with copies of all such license agreements where SELLER is licensor or licensee.

2. The "GGS IP" includes (a) the patent, patent applications and trademarks set forth in the tables below, (b) any trademark, service mark, trade name, domain name or other source identifier that is a derivative of or confusingly similar to any of the trademarks set forth in the tables below, (c) any other trademark, service mark, trade name, domain name or other source identifier that contains the term "Global Geophysical" or any term, design or other source identifier that is a derivative of or confusingly similar to such terms or the designs set forth in the tables below, (d) any registration or application for registration of any of the foregoing (including the registrations and applications for registration set forth in the tables below), (e) the website and





the email addresses associated with Global Geophysical, Inc. or Global Geophysical, LLC, (f) any policies, procedures or systems including, but not limited to, finance and accounting and HSE, and (g) any goodwill associated with any of the foregoing, as well as any marketing materials of SELLER.

Patents

Title	Jurisdiction	Patent Number	Issue Date
Selection of Receiver Line Orientation for Seismic Data Acquisition Array (assigned to Wilmington Savings Fund Society, FSB 10/3/16)	US	9798022	10/24/17
Method for Deployment of Seismic Recorder Array with Removable Data Recorders (released by Wilmington Trust, NA back to GGS 10/4/16)		8427900	
Method for Optimizing Offset Distribution of Cross Spread 3-D Seismic Surveys Using Variable Shot Line Length (released by Wilmington Trust, NA, back to GGS 10/4/16)		8416640A	
Seismic Data Processing Method and System for Migration of Seismic Signals Incorporating Azimuthal Variations in the Velocity (released by Wilmington Trust, NA, back to GGS 10/4/16)		7460437	

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
Method for a Radiator EGS to Harvest Geothermal Energy (with The Johns Hopkins University)	US	14/730548	6/4/15
Seismic Data Acquisition Module with Broadband Antenna and Corresponding Systems, Devices, Components and Methods	US	13/831161	3/14/13
Seismic Data Acquisition Array and Corresponding Method (assigned to TPG Specialty Lending, Inc., as collateral agent)	US	13/277181	1/1/13
Autonomous Seismic Data Acquisition Unit	US	11/466298	8/22/06
Synchronization-Free Pipeline Leak Detection System and Method (released by Wilmington Trust, NA back to GGS 10/4/16)	US	14/639088	3/4/15



Trademark Applications and Registrations

Mark	Jurisdiction	Application/ Registration Number	Filing Date	Registration Date	Status
Global Geophysical Services & Design	US	3,040,806	10/4/2004	1/10/2006	Cancelled (failure to file declaration of use)
Global	US	86/067,365	9/17/2013	n/a	Abandoned
Global Geophysical Services & Design (a/k/a the Global logo)	US	86/067,347	9/17/2013	n/a	Abandoned
Global Geophysical Services	US	86/067,358	9/17/13	n/a	Abandoned
Exciting the Planet	US	3198605	2/27/06	1/16/07	Live



EXHIBIT B

FORM OF BILL OF SALE

THIS BILL OF SALE ("Bill of Sale") is entered into and effective as of the ___ day of September 2022, by GLOBAL GEOPHYSICAL SERVICES, LLC., whose principal address is 32418, Edgewater Dr, Magnolia, Texas 77354-2166 ("SELLER") in favor of Geophysical Technology, Inc. whose principal address is 800 Mulberry Lane, Bellaire, Texas 77401 ("BUYER").

All capitalized terms used herein and not otherwise defined in this Bill of Sale shall have the meanings set forth in the Agreement (as defined herein).

WHEREAS, pursuant to that certain Equipment Purchase and Sale Agreement ("Agreement") effective as of September __, 2022, by and between SELLER and BUYER, SELLER has notified BUYER that the Equipment described in EXHIBIT A to the Agreement ("Equipment") is available and will be delivered to BUYER per the terms of the Agreement.

WHEREAS, BUYER has inspected the Equipment to its full and complete satisfaction.

NOW THEREFORE, in consideration of good and valuable consideration and the provisions of the Agreement, the receipt and sufficiency of which are hereby acknowledged, SELLER hereby agrees as follows:

1. SELLER hereby irrevocably grants, bargains, sells, assigns, transfers, conveys and delivers to BUYER all the right, title and interest of SELLER in and to the Equipment, free and clear of any liens, claims and encumbrances.
2. TO HAVE AND TO HOLD the Equipment unto BUYER, its successors and assigns, forever.
3. The rights and obligations of SELLER and BUYER with respect to the Equipment shall be governed by the Agreement. No provision in this Bill of Sale shall be deemed to enlarge, alter or amend the terms or provisions of the Agreement and, in the event of a conflict between this Bill of Sale and the Agreement, the Agreement shall control.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale effective as of the date first set forth above.

SELLER:

GLOBAL GEOPHYSICAL SERVICES, LLC.

Name: Sean M. Gore
Title: President & Chief Executive Officer
Date: October __, 2022

A handwritten signature in black ink, appearing to be the initials "SMG" or similar, enclosed within a hand-drawn circle.

Global Geophysical Services, LLC.

32418 Edgewater Dr • Magnolia, TX 77354-2166 • (713) 808 7264 (office) • (713) 200 8280 (Mobile)

TRADEMARK