

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM793105

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GMG/AXIS Inc.		09/08/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Sercel Holding SAS		
Street Address:	16 rue de Bel Air		
City:	Carquefou		
State/Country:	FRANCE		
Postal Code:	44470		
Entity Type:	Société Par Actions Simplifiée (Sas): FRANCE		
Name:	Sercel, Inc.		
Street Address:	17200 Park Row		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77084-4925		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	74381959	MESA	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	tammy@ppblaw.com		
Correspondent Name:	Tammy L. Pasto		
Address Line 1:	754 Warrenton Road, Suite 113-314		
Address Line 4:	Fredericksburg, VIRGINIA 22406		
ATTORNEY DOCKET NUMBER:	0337-126-TM		
NAME OF SUBMITTER:	Tammy L. Pasto		
SIGNATURE:	/tammylpasto/		
DATE SIGNED:	03/09/2023		

OP \$40.00 74381959

Total Attachments: 15

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INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (“Assignment”), effective as of September 8, 2022 (“Effective Date”), is by and between Sellers, corporations organized and existing under the laws of Delaware, Scotland, and Texas, having their registered address at 4203 Yoakum Blvd., Suite 100 Houston, TX 77006 (“Assignors”), and Buyers, companies organized and existing under the laws of Oklahoma and France (“Assignees”) (each of Assignors and Assignees, a “Party” and, together, the “Parties”).

WHEREAS, pursuant to that certain Stock and Asset Purchase Agreement, dated as of June 23, 2022, by and between Assignors and Assignees (as amended, supplemented or otherwise modified, the “Purchase Agreement”). Sellers have agreed to sell and Buyers have agreed to purchase from Sellers, all of Sellers’ right, title and interest in, to, and under the Transferred Assets, in each case, on the terms and subject to the conditions set forth in the Purchase Agreement. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement;

WHEREAS, as required in the Purchase Agreement, Assignors hereby desire to sell, convey, assign, transfer, and deliver to Assignees all Business Intellectual Property and Business Technology, including the Intellectual Property and Business Technology set forth on Exhibit A hereto (the “Assigned IP”); and

WHEREAS, Assignees desire to purchase, acquire and accept delivery of the Assigned IP from Assignors, which Assigned IP shall be acquired by Buyers in connection with Buyers’ acquisition of the Transferred Equity Interests (including, for the avoidance of doubt, the equity interests of Assignees) pursuant to the terms of the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Assignment of Intellectual Property. Assignors hereby convey, sell, assign and transfer to Assignees their entire worldwide right, title and interest in and to the Assigned IP (including, for the avoidance of doubt, the priority right associated thereto), together with any and all goodwill connected with and symbolized by the Assigned IP, the same to be held and enjoyed by Assignees for their own use and enjoyment and the use and enjoyment of their successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made, as assignees of its respective entire right, title and interest therein, including, without limitation, all rights in and to all fees, income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover for past, present and future infringement, misappropriation, dilution or other violation of the rights assigned or to be assigned under this Assignment.

2. Binding Agreement. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. It is understood that any

finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned IP.

3. Severability. If any term or provision of this Agreement is held invalid, illegal or unenforceable in any respect under any applicable Law, as a matter of public policy or on any other grounds, the validity, legality and enforceability of all other terms and provisions of this Agreement will not in any way be affected or impaired. If the final judgment of a court of competent jurisdiction or other Government Authority declares that any term or provision hereof is invalid, illegal or unenforceable, the Parties agree that the court making such determination will have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, illegal or unenforceable term or provision with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

4. Amendments. This Agreement may be amended, restated, supplemented or otherwise modified, only by written agreement duly executed by each Party.

5. Further Assurances. Each of the Parties shall execute and deliver such documents, and take such other action, as shall be reasonably requested by the other Party to carry out the transactions contemplated by this Assignment, and shall take such reasonable actions as may be necessary or appropriate to record, memorialize or make effective the assignments of the Assigned IP contemplated hereby as may be reasonably requested by the other Party, and to vest and perfect in Assignees such right, title, and interest in and to the Assigned IP as sold, assigned and transferred to Assignees hereunder.

6. Recordations. Assignors hereby authorize and request the officials of the United States Copyright Office and the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Assignees as assignees and owners of the entire right, title and interest in, to and under the Assigned IP.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Facsimiles, e-mail transmission of .pdf signatures or other electronic copies of signatures shall be deemed to be originals.

8. Governing Law. This Agreement will be exclusively governed by and construed and enforced in accordance with the internal Laws of the State of Delaware, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied.

9. No Third-Party Beneficiaries. Nothing in this Agreement shall create or be deemed to create any third-party beneficiary rights in any Person not a party hereto, including any Affiliates of any Party.

10. Entire Agreement. This Assignment, the Purchase Agreement and the other Transaction Agreements (and all exhibits and schedules hereto and thereto) collectively constitute and contain the entire agreement and understanding of the Parties with respect to the subject matter hereof and thereof and supersede all prior negotiations, correspondence, understandings,

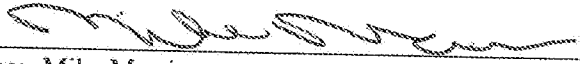
agreements and Contracts, whether written or oral, among the Parties respecting the subject matter hereof and thereof.

[Signature page follows]

IN WITNESS WHEREOF, the Parties, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

ASSIGNORS:

Ion Geophysical Corporation

By: 
Name: Mike Morrison
Its: EVP & CFO

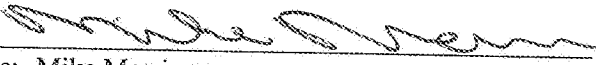
GMG/AXIS Inc.

By: _____
Name: Christopher Usher
Its: President


Concept Systems Holdings Limited

By: _____
Name: Stuart M Darling
Its: Director

GX Technology Corporation

By: 
Name: Mike Morrison
Its: Director

ION Digital Solutions Corporation

By: 
Name: Mike Morrison
Its: Director

[SIGNATURE PAGE TO IP ASSIGNMENT AND ASSUMPTION AGREEMENT]

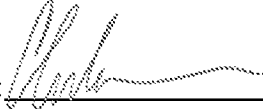
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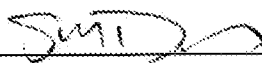
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GX Technology Corporation

By: _____
Name: Mike Morrison
Its: Director

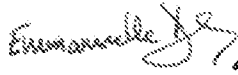
ION Digital Solutions Corporation

By: _____
Name: Mike Morrison
Its: Director

[SIGNATURE PAGE TO IP ASSIGNMENT AND ASSUMPTION AGREEMENT]

ASSIGNEES:

Sercel Holding SAS

By: 
Name: Emmanuelle Dubu
Its: Chief Executive Officer

Sercel, Inc.

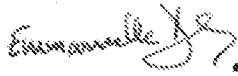
By: 
Name: Emmanuelle Dubu
Its: Chief Executive Officer

EXHIBIT A
ASSIGNED IP

Part I – Business Intellectual Property – Trademarks*Owner: Concept Systems Holdings Limited*

#	name	class	country	Filing number	Filing date	Registration
1.	ORCA	9	USA	78724382	Sept. 30, 2005	3424277

Owner: GMG/AXIS Corp.

#	name	class	country	Filing number	Filing date	Registration
2.	MESA	9	USA	74381959	April 23, 1993	1857216

Owner: ION Geophysical, Corp.

#	name	class	country	Filing number	Filing date	Registration
3.	MARLIN	39 ; 42	USA	90876321	August 11, 2021	Filed
4.	AnyWare	42	USA	90776474	June 16, 2021	Filed
5.	FoundatION	42	USA	90754069	June 4, 2021	Filed
6.	MESA SimSurvey	42	USA	90776467	June 16, 2021	Filed
7.	Marlin SmartPort	42	USA	90768497	June 11, 2021	Filed

Part II - Business Intellectual Property – Patents

#	Title	Country	Application No.	Filing date	Patent No. (if any)
8.	COMPARATIVE ICE DRIFT AND TOW MODEL ANALYSIS FOR TARGET MARINE STRUCTURE	Canada	CA 2,952,936	17-Jun-15	CA 2,952,936
9.	COMPARATIVE ICE DRIFT AND TOW MODEL ANALYSIS FOR TARGET	European Patent Office	EP 15738173.2	17-Jun-15	—

10.	MARINE STRUCTURE COMPARATIVE ICE DRIFT AND TOW MODEL ANALYSIS FOR TARGET MARINE STRUCTURE	Norway	NO 20162054	23- Dec-16	—
11.	COMPARATIVE ICE DRIFT AND TOW MODEL ANALYSIS FOR TARGET MARINE STRUCTURE	USA	US 14/741,455	17-Jun- 15	US 10,071,791
12.	COMPARATIVE ICE DRIFT AND TOW MODEL ANALYSIS FOR TARGET MARINE STRUCTURE	Russia	RU 2017101247	17-Jun- 15	RU 2678526
13.	SIMULTANEOUS OPERATIONS COORDINATION AND PLANNING SYSTEM	Brazil	BR 112016022224.5	25- Mar-15	—
14.	SIMULTANEOUS OPERATIONS COORDINATION AND PLANNING SYSTEM	Canada	CA 2,944,009	25- Mar-15	CA 2,944,009
15.	SIMULTANEOUS OPERATIONS COORDINATION AND PLANNING SYSTEM	China	CN 201580024419.3	25- Mar-15	—
16.	SIMULTANEOUS OPERATIONS COORDINATION AND PLANNING SYSTEM	European Patent Office	EP 15719325.1	25- Mar-15	—
17.	SIMULTANEOUS OPERATIONS COORDINATION AND PLANNING SYSTEM	United Kingdom	GB1813830.5	25- Mar-15	GB 2562968
18.	SIMULTANEOUS OPERATIONS COORDINATION AND PLANNING SYSTEM	Mexico	MX/a/2016/012582	25- Mar-15	MX 371974
19.	SIMULTANEOUS OPERATIONS COORDINATION AND PLANNING SYSTEM	Russia	RU 2016141817	25- Mar-15	RU 2668835
20.	SIMULATANEOUS OPERATIONS COORDINATION	USA	US 14/578,135	19- Dec-14	US 10,339,478

	AND PLANNING SYSTEM				
21.	SIMULTANEOUS OPERATIONS COORDINATION AND PLANNING SYSTEM	USA	US 16/411,451	14-May-19	US 10,762,457
22.	SIMULTANEOUS OPERATIONS COORDINATION AND PLANNING SYSTEM	USA	US 16/896,380	9-Jun-20	—
23.	MARINE THREAT MONITORING AND DEFENSE SYSTEM	Canada	CA 2,836,912	22-May-12	CA 2,836,912
24.	MARINE THREAT MONITORING AND DEFENSE SYSTEM	European Patent Office	EP 17183146.4	22-May-12	—
25.	MARINE THREAT MONITORING AND DEFENSE SYSTEM	European Patent Office	EP 12726284.8	22-May-12	EP 2606482
26.	MARINE THREAT MONITORING AND DEFENSE SYSTEM	United Kingdom	EP 12726284.8	22-May-12	EP 2606482
27.	MARINE THREAT MONITORING AND DEFENSE SYSTEM	United Kingdom	GB 1403125.6	22-May-12	GB 2507026
28.	MARINE THREAT MONITORING AND DEFENSE SYSTEM	United Kingdom	GB1419028.4	22-May-12	GB 2518068
29.	MARINE THREAT MONITORING AND DEFENSE SYSTEM	Norway	EP 12726284.8	22-May-12	EP 2606482
30.	MARINE THREAT MONITORING AND DEFENSE SYSTEM	Russia	RU 2013156862	22-May-12	RU 2549153
31.	MARINE THREAT MONITORING AND DEFENSE SYSTEM	USA	US 13/477,733	22-May-12	US 8,612,129
32.	MARINE THREAT MONITORING AND DEFENSE SYSTEM	USA	US 14/077,467	12-Nov-13	US 10,032,381
33.	METHOD AND APPARATUS FOR ANALYZING DATA IN SUBSEQUENT GEOPHYSICAL SURVEYS	Denmark	EP 11741729.5	1-Aug-11	EP 2689274

34.	METHOD AND APPARATUS FOR ANALYZING DATA IN SUBSEQUENT GEOPHYSICAL SURVEYS	European Patent Office	EP 11741729.5	1-Aug-11	EP 2689274
35.	METHOD AND APPARATUS FOR ANALYZING DATA IN SUBSEQUENT GEOPHYSICAL SURVEYS	France	EP 11741729.5	1-Aug-11	EP 2689274
36.	METHOD AND APPARATUS FOR ANALYZING DATA IN SUBSEQUENT GEOPHYSICAL SURVEYS	United Kingdom	EP 11741729.5	1-Aug-11	EP 2689274
37.	METHOD AND APPARATUS FOR ANALYZING DATA IN SUBSEQUENT GEOPHYSICAL SURVEYS	Norway	EP 11741729.5	1-Aug-11	EP 2689274
38.	METHOD AND APPARATUS FOR ANALYZING DATA IN SUBSEQUENT GEOPHYSICAL SURVEYS	USA	US 14/006,646	1-Aug-11	US 9,703,809
39.	METHOD AND APPARATUS FOR ANALYZING DATA IN TIME-LAPSE GEOPHYSICAL SURVEYS	European Patent Office	EP 11741397.1	1-Aug-11	EP 2689275
40.	METHOD AND APPARATUS FOR ANALYZING DATA IN TIME-LAPSE GEOPHYSICAL SURVEYS	United Kingdom	EP 11741397.1	1-Aug-11	EP 2689275
41.	METHOD AND APPARATUS FOR GEOPHYSICAL SURVEYS	USA	US 14/006,627	1-Aug-11	US 10,379,240
42.	VARIABLE TURN RADIUS FOR MARINE VESSELS	European Patent Office	EP 15722826.3	27-Apr-15	EP 3123207
43.	VARIABLE TURN RADIUS FOR MARINE VESSELS	France	EP 15722826.3	27-Apr-15	EP 3123207
44.	VARIABLE TURN RADIUS FOR MARINE VESSELS	Germany	EP 15722826.3	27-Apr-15	EP 3123207
45.	VARIABLE TURN RADIUS FOR MARINE VESSELS	United Kingdom	EP 15722826.3	27-Apr-15	EP 3123207

46.	VARIABLE TURN RADIUS FOR MARINE VESSELS	United Kingdom	GB 1618151.3	27-Apr-15	GB 2539854
47.	VARIABLE TURN RADIUS FOR MARINE VESSELS	USA	US 14/697,085	27-Apr-15	US 9,482,774
48.	OFFSET FOOTPRINT ANALYSIS FOR SELECTING CANDIDATE LINES FOR SEISMIC SURVEY	Brazil	BR 112017000179.9	2-Jul-15	—
49.	OFFSET FOOTPRINT ANALYSIS FOR SELECTING CANDIDATE LINES FOR SEISMIC SURVEY	Canada	CA 2,954,260	2-Jul-15	CA 2,954,260
50.	OFFSET FOOTPRINT ANALYSIS FOR SELECTING CANDIDATE LINES FOR SEISMIC SURVEY	China	CN 201580043914.9	2-Jul-15	CN 107076865
51.	OFFSET FOOTPRINT ANALYSIS FOR SELECTING CANDIDATE LINES FOR SEISMIC SURVEY	European Patent Office	EP 15739139.2	2-Jul-15	—
52.	OFFSET FOOTPRINT ANALYSIS FOR SELECTING CANDIDATE LINES FOR SEISMIC SURVEY	Mexico	MX/a/2017/000100	2-Jul-15	MX 365395
53.	OFFSET FOOTPRINT ANALYSIS FOR SELECTING CANDIDATE LINES FOR SEISMIC SURVEY	USA	US 14/790,795	2-Jul-15	US 10,156,652
54.	METHOD AND APPARATUS FOR DETERMINING A LOCATION TO ACQUIRE GEOPHYSICAL DATA	USA	US 13/479,173	23-May-12	US 9,121,956

Part III - Business Technology

- 55. Marlin
- 56. Marlin SmartPort
- 57. Orca
- 58. Gator
- 59. Spectra

- 60. Reflex
- 61. Sprint
- 62. Iris
- 63. MESA
- 64. MESA SimSurvey
- 65. GMG Rio
- 66. GMG Millenium
- 67. Narwhal
- 68. Navsim
- 69. PandA
- 70. Geomatrix
- 71. CSL Illuminator
- 72. Power Generation Real Time Navigation Unit (Power RTNU)
- 73. Rugged Interface Unit with GPS (RIU-T)
- 74. Radio Frequency Unit (RFU)
- 75. Communications Interface Unit (CIU)

Part IV - Domain Names

- csl.co.uk
- IONMarlin.com