

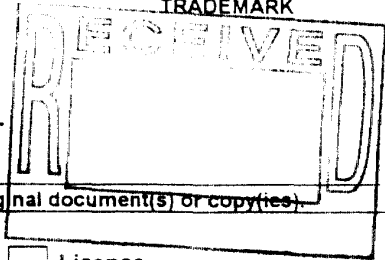
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Green Mountain Geophysics, Inc.

12181997

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other _____

Citizenship/State of Incorporation/Organization Colorado

Receiving Party

Mark if additional names of receiving parties attached

Name I/O Green Mountain, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1800 38th Street

Address (line 2) _____

Address (line 3) Boulder

City

CO

State/Country

80301

Zip Code

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

07/15/1998 JSHABAZZ 00000027 75323657

01 FC:481
02 FC:482

40.00 DP
125.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1753 FRAME: 0520

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

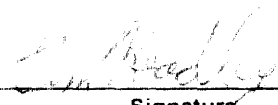
Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing



Signature

Date Signed

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "*Assignment*"), is between Green Mountain Geophysics, Inc. (the "*Assignor*"), a Colorado corporation having its principal place of business in Boulder, Colorado and I/O Green Mountain, Inc. (the "*Assignee*"), a Delaware corporation and wholly-owned subsidiary of Input/Output, Inc..

BACKGROUND

Assignor is the owner of all right, title, and interest in the trademarks, service marks, and trade names, listed on the attached Exhibit A (collectively, the "*Trademarks*").

Assignor desires and intends to assign to Assignee the Trademarks and all other rights owned by Assignor in the Trademarks.

Assignee desires to acquire the Trademarks and all other rights owned by Assignor in the Trademarks.

GRANT

In consideration of the mutual covenants and agreements contained in this assignment, and in that certain Asset Purchase Agreement dated effective December 12, 1997, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor assigns to Assignee the entire right, title, and interest to the Trademarks, including without limitation, all associated registrations and trademark applications, together with the goodwill of the business symbolized by the Trademarks, and the right to sue for and collect damages for past infringements of the Trademarks.

Assignor shall deliver to Assignee all files in its possession or in possession of its agents concerning the Trademarks, including all trademark prosecution, opposition, cancellation, and enforcement files.

Assignor covenants that it has the full right to convey the entire right, title, and interest in the Trademarks, and that it has not executed, and will not execute, any conflicting agreement. Assignor further covenants that it will sign all lawful papers, make all rightful declarations and/or oaths, and generally do what is necessary to enable Assignee, its successors, legal representatives, and assigns, to record and enforce this Assignment, and protect and enforce the Trademarks in all countries.

Upon the execution of this Assignment, Assignor shall cease all use of the Trademarks and shall not use any marks confusingly similar to the Trademarks.

TRADEMARK

REEL: 1753 FRAME: 0522

This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one Assignment.

In witness of this assignment, an authorized representative of Assignor has signed below, effective as of December 18, 1997.

ASSIGNOR:

**GREEN MOUNTAIN GEOPHYSICS, INC.,
a Colorado corporation**

By: [Signature]
Name: William H. Gauthier
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a notary public, on this day personally appeared William H. Gauthier, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Green Mountain Geophysics, Inc., a Colorado corporation, and that he has executed the same as the act of such corporation for the purposes and consideration expressed therein, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 17th day of December, 1997.

[Signature]
Notary Public Signature

(PERSONALIZED SEAL)

My Commission Expires
2/5/2001

EXHIBIT A

1. Federally registered trademarks:

Trademark	Registration No.	Registration Date
MESA	1,857,216	October 4, 1994
MILLENNIUM	1,741,055	December 22, 1992
TRACER	1,742,915	December 29, 1992
FATHOM	1,742,914	December 29, 1992

2. Pending Federal Applications:

Trademark	Serial No.	Filing Date
GRIP	75-323,658	July 14, 1997
ALPINE	75-323,657	July 14, 1997

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNMENT OF TRADEMARK UNDER 37 C.F.R. 2.185

WHEREAS, Green Mountain Geophysics, Inc., a Colorado corporation, having its principal offices at 1800 38th Street, Boulder, CO 80301 has intended to use the marks "ALPINE" and "GRIP" in commerce and has filed an application under serial numbers 75/323658 and 75/323658, respectively with the United States Patent and Trademark Office, indicating that intention, but has not yet filed an allegation of use under the Trademark Act; and

WHEREAS, applicant is assigning the mark in the above-identified application as part of the portion of the business thereof to which the mark pertains as required by 15 U.S.C. §1060;

WHEREAS, I/O Green Mountain, Inc., a Delaware corporation, having its principal offices at 1800 38th Street, Boulder, CO 80301, the successor of the portion of the ongoing and existing business to which the mark pertains, is desirous of acquiring said trademark and the pending intent-to-use application therefor;

NOW, THEREFORE, pursuant to the Asset Purchase Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, Green Mountain Geophysics, Inc., hereby assigns to I/O Green Mountain, Inc., all right, title and interest in the United States in and to the trademarks "ALPINE" and "GRIP," together with the goodwill of the business symbolized by said trademark and the pending application for registration.

Signed at Boulder, Colorado, on this 18th day of December, 1997.

GREEN MOUNTAIN GEOPHYSICS, INC.

By: _____

Name: William H. Gethrop
Title: President