

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Seismic Mirco-Technology, Inc.		06/22/2007	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC, as Collateral Agent
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Corporation:

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	2420193	2D/3D PAK
Registration Number:	2359290	VUPAK
Registration Number:	2624812	EARTHPAK
Registration Number:	2416634	TRACEPAK
Registration Number:	2359291	SYNPAK
Registration Number:	3190823	MODPAK
Registration Number:	2359289	LOADPAK
Registration Number:	3170223	LOGPAK
Registration Number:	2396584	3DPAK
Registration Number:	2420194	2DPAK
Registration Number:	2588483	CGMPAK
Registration Number:	2349456	THE KINGDOM SUITE
Registration Number:	2862146	THE KINGDOM SUITE+
Registration Number:	2972042	PAKNOTES

CH \$1190.00 2420193

Registration Number:	3036197	AVOPAK
Registration Number:	2359288	DIRECTPLOT
Registration Number:	3052642	(RC)2 SOFTWARE
Registration Number:	3037347	(RC)2 SOFTWARE
Registration Number:	3052643	(RC)2
Registration Number:	3052591	(RC)2
Registration Number:	2132744	RESSCALE
Registration Number:	3067280	SURE SOFTWARE
Registration Number:	3052592	SURE
Registration Number:	3052927	SUREGRID
Registration Number:	3214531	SUREPLOT
Registration Number:	3052381	TUNNEL L
Registration Number:	3047843	TUNNEL L+
Registration Number:	3152507	TUNNEL O
Registration Number:	2278708	THE KINGDOM COMPANY
Registration Number:	3226516	KINGDOM
Registration Number:	3226517	2D/3DPAK
Registration Number:	3247395	OPENKINGDOM
Registration Number:	2134497	RESCALC
Registration Number:	2135919	RESGRAM
Registration Number:	2132745	RESMOD
Registration Number:	2132746	RESSEIS
Serial Number:	76646132	VELPAK
Serial Number:	76669171	CLUSTERPAK
Serial Number:	76669172	OPENKINGDOM SCOUT
Serial Number:	76659977	OPENKINGDOM DOMAIN
Serial Number:	76655784	OPENKINGDOM SUITE
Serial Number:	76631521	SURECOMPOSITIONAL
Serial Number:	76631523	SUREDUAL
Serial Number:	76669173	SUREPVT
Serial Number:	76669801	PEBI
Serial Number:	76659978	POWERPAK
Serial Number:	76672836	SEISMIC THROUGH SIMULATION

CORRESPONDENCE DATA

TRADEMARK
REEL: 003573 FRAME: 0468

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8002210770
Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 978585
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	07/03/2007

Total Attachments: 6

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Trademark Security Agreement

Trademark Security Agreement, dated as of June 22, 2007, by SEISMIC MICRO-TECHNOLOGY, INC., a Texas corporation ("Pledgor"), in favor of JEFFERIES FINANCE LLC, a New York limited liability corporation, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a security agreement dated as of June 22, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement to confirm and evidence the security interest granted pursuant to the Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral 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. Pledgor hereby pledges and grants to the Collateral Agent for the 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 such Pledgor:

(a) Trademarks of such Pledgor listed on Schedule I attached hereto (other than Excluded Property), provided that the grant of security interest shall not include any Trademark that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest, including, without limitation, any United States Trademark application that is based on an intent-to-use interest, unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such Trademark;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

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 Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. Upon the payment in full of the Secured Obligations (other than contingent obligations that are not then due and payable) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks 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.

[signature page follows]

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

Very truly yours,

SEISMIC MICRO-TECHNOLOGY, INC., as
Pledgor

By: 
Name: THOMAS A. SMITH
Title: PRESIDENT

[Trademark Security Agreement]

TRADEMARK
REEL: 003573 FRAME: 0472

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 

Name: E. Joseph Hess
Title: Managing Director

[Trademark Security Agreement]

TRADEMARK
REEL: 003573 FRAME: 0473

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations Owned by Seismic Micro-Technology, Inc.:

REGISTRATION #	TRADEMARK	REGISTRATION DATE
2,420,193	2d/3dPAK	Jan. 9, 2001
2,359,290	VuPAK	June 20, 2000
2,624,812	EarthPAK	Sept. 24, 2002
2,416,634	TracePAK	Dec. 26, 2000
2,359,291	SynPAK	June 20, 2000
3,190,823	ModPAK	Jan. 2, 2007
2,359,289	LoadPAK	June 20, 2000
3,170,223	LogPAK	Nov. 7, 2006
2,396,584	3dPAK	Oct. 17, 2000
2,420,194	2dPAK	Jan. 9, 2001
2,588,483	CGMPAK	July 2, 2002
2,349,456	The KINGDOM Suite	May 16, 2000
2,862,146	The KINGDOM SUITE+	July 13, 2004
2,972,042	PAKNOTES	July 19, 2005
3,036,197	AVOPAK	Dec. 27, 2005
2,359,288	DirectPLOT	June 20, 2000
3,052,642	(RC) ³ SOFTWARE	Jan. 31, 2006
3,037,347	(RC) ² SOFTWARE	Jan. 3, 2006
3,052,643	(RC) ²	Jan. 31, 2006
3,052,591	(RC) ²	Jan. 31, 2006
2,132,744	RESSCALE	Jan. 27, 1998
3,067,280	SURE SOFTWARE	March 14, 2006
3,052,592	SURE	Jan. 31, 2006
3,052,927	SUREGRID	Jan. 31, 2006
3,214,531	SUREPLOT	March 6, 2007
3,052,381	TUNNEL L	Jan. 31, 2006
3,047,843	TUNNEL L+	Jan. 24, 2006
3,152,507	TUNNEL O	Oct. 10, 2006
2,278,708	The KINGDOM COMPANY	Sept. 21, 1999
3,226,516	KINGDOM	Apr. 10, 2007
3,226,517	2D/3D PAK	Apr. 10, 2007
3,247,395	OpenKINGDOM	May 29, 2007
2,134,497	ResCalc	Feb. 3, 1998
2,135,919	ResGram	Feb. 10, 1998
2,132,745	ResMod	Jan. 27, 1998
2,132,746	ResSeis	Jan. 27, 1998

Trademark Applications Owned by Seismic Micro-Technology, Inc.:

APPLICATION #	TRADEMARK	FILING DATE
76/646,132	VelPAK	Sept. 2, 2005
76/669,171	ClusterPAK	Nov. 17, 2006
76/669,172	OpenKINGDOM Scout	Nov. 17, 2006
76/659,977	OpenKINGDOM Domain	May 12, 2006
76/655,784	OpenKINGDOM Suite	Feb. 28, 2006
76/631,521	SURE COMPOSITIONAL	Feb. 17, 2005
76/631,523	SURE DUAL	Feb. 17, 2005
76/669,173	SURE PVT	Nov. 17, 2006
76/669,801	PEBI	Nov. 20, 2006
76/659,978	PowerPAK	May 12, 2006
76/672,836	Seismic Through Simulation	Feb. 20, 2007