OP \$290.00 198528;

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM438283

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Geotrace Technologies, Inc.		11/15/2010	Corporation: COLORADO

RECEIVING PARTY DATA

Name:	Silicon Valley Bank	
Street Address: 380 Interlocken Crescent, Suite 600		
City: Broomfield		
State/Country:	COLORADO	
Postal Code:	80021	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark	
Registration Number:	1985282	ANSER	
Registration Number:	3523969	BE	
Registration Number:	3523970	DIAMOND	
Registration Number:	3368040	GEOTRACE	
Registration Number:	3210190	GEOTRACE	
Registration Number:	2406211	HFI	
Registration Number:	2894623	MAXRES	
Registration Number:	3272139	RESOLUTIONARY	
Registration Number:	2960354	ROCKRES	
Registration Number:	3272138	TIE IT ALL TOGETHER	
Registration Number:	3629423	TIGRESS	

CORRESPONDENCE DATA

Fax Number: 7132766706

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.

Phone: 713-276-5706

Email: houston.ip@gardere.com

Correspondent Name: GARDERE WYNNE SEWELL LLP (T.R. Miller)

Address Line 1: 1000 Louisiana St., Suite 2000 Address Line 4: Houston, TEXAS 77002-2099

REEL: 006124 FRAME: 0523

TRADEMARK

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ATTORNEY DOCKET NUMBER:	140910-000003
NAME OF SUBMITTER:	Terrell R. Miller
SIGNATURE:	/Terrell R. Miller/
DATE SIGNED:	08/07/2017

Total Attachments: 6

source=Geokinetics003-IPSecurityAgmt-Geotrace-to-SVB-2010-11-15#page1.tif source=Geokinetics003-IPSecurityAgmt-Geotrace-to-SVB-2010-11-15#page2.tif source=Geokinetics003-IPSecurityAgmt-Geotrace-to-SVB-2010-11-15#page3.tif source=Geokinetics003-IPSecurityAgmt-Geotrace-to-SVB-2010-11-15#page4.tif source=Geokinetics003-IPSecurityAgmt-Geotrace-to-SVB-2010-11-15#page5.tif source=Geokinetics003-IPSecurityAgmt-Geotrace-to-SVB-2010-11-15#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 15, 2010 by and between SILICON VALLEY BANK ("Bank") and GEOTRACE TECHNOLOGIES, INC. ("Grantor").

RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Geotrace Technologies Limited and Grantor dated November 15, 2010, 2010 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A. B. C. and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

	GRANTOR:		
Address of Grantor:	GEOTRACE TECHNOLOGIES, INC.		
1011 Highway 6 South, Suite 220	By		
Houston, Texas 77077 Atta: <u>Jeuse Ponez</u>	Title: VICE President		
	BANK:		
Address of Bank:	SILICON VALLEY BANK		
380 Interlocken Crescent, Suite 600	8y:		
Broomfield, Colorado 80021			
Attn: Jay Wefel	Title:		

	GRANIOK:
Address of Grantor:	GEOTRACE TECHNOLOGIES, INC.
1011 Highway 6 South, Suite 220 Houston, Texas 77077 Attn:	By:
	BANK:
Address of Bank:	SILICON VALLEY BANK
380 Interlocken Crescent, Suite 600 Broomfield, Colorado 80021 Attn: Jay Wefel	By: Jy Wolf Title: Bronongry Moragen

EXHIBIT A

Copyrights

Full Title	Registration Number	Registration /Recordation Date	Notes
Diamond.	TXu001585905	08/25/08	Authorship by: Geotrace Technologies, Inc. INSIGHT Access Group TEK Systems Hudson Global Resources Apex Systems Inc. Elite Computer Consultants Wipro Technologies
Recording & testing standards manual DFS V crews & 1 other title.	V3568D993	09/09/08	Copyright Security Agreement recorded by: Party 1: Geotrace Technologies, Inc. Party 2: Steel City Capital Funding, LLC

EXHIBIT B

Patents

Description	Registration/ Application Number	Registration/ Application Date
"Non-linear seismic trace matching to well logs"	U.S. Patent No.	Issued
Based on U.S. Application Serial No. 11/216,816	7,447,114	November 4, 2008

EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
ANSER	1,985,282	07/09/1996
BE	3,523,969	10/28/2008
DIAMOND	3,523,970	10/28/2008
FRACRES	Application No.	Application date
	77/663,321	02/04/2009
GEOTRACE	3,368,040	01/15/2008
Geotrace	3,210,190	02/20/2007
HFI	2,406,211	11/21/2000
MAXRES	2,894,623	10/19/2004
RESOLUTIONARY	3,272,139	07/31/2007
ROCKRES	2,960,354	06/29/2004
TIE IT ALL TOGETHER	3,272,138	07/31/2007
TIGRESS	3,629,423	06/02/2009

TRADEMARK REEL: 006124 FRAME: 0530

RECORDED: 08/07/2017