

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438446

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Geotrace Technologies, Inc.		02/06/2017	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Geokinetics Inc.		
Street Address:	1500 City West Blvd, Suite 800		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77042		
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		
<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:	713-276-5706		
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		

OP \$290.00 1985282

TRADEMARK

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

Total Attachments: 8

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TRANSFER STATEMENT

STATE OF TEXAS §
COUNTY OF HARRIS §

This Transfer Statement is executed, dated and effective as of February 6, 2017 by **Geokinetics Inc.** ("Geokinetics"), through its undersigned counsel and agent, in accordance with §9.619 of the Texas Uniform Commercial Code ("UCC").

1. Grant of Security Interest. Prior to this date, Geokinetics ("Secured Party") was the assignee of the *Loan and Security Agreement* signed by **Geotrace Technologies, Inc.** ("Debtor") in favor of Silicon Valley Bank (the "Bank"), which *Loan and Security Agreement* was transferred and assigned by the Bank to Geokinetics (as Secured Party) pursuant to a *Non-Recourse Loan Document Sale and Assignment Agreement*. As security for payment and performance of its obligations under the *Loan and Security Agreement*, Debtor granted a security interest in all of its assets, including but not limited to its software, computers, copyrights, patents, and trademarks, as detailed on Exhibit "A hereto.

2. Collateral. Pursuant to the Agreed Order dated January 24, 2017, rendered in Bankr. Case No. 16-36419, *In re Geotrace Technologies, Inc.*, United States Bankruptcy Court, Southern District of Texas (set forth as Exhibit "B" hereto), the assets subject to the security interest described above exclude the "Estate Retained Claims and Causes of Action" defined in the Agreed Order. Geotrace's assets, except for those excluded "Estate Retained Claims and Causes of Action," are referred to herein as the "Collateral".

3. Debtor's Default. Debtor defaulted under the terms of the *Loan and Security Agreement* because, among other reasons, Debtor ceased all business operations and then filed a Chapter 7 bankruptcy case. The existence of these events of default entitled Geokinetics (as Secured Party) to exercise its rights and remedies under the *Loan and Security Agreement* and the UCC.

4. Exercise Of Post-Default Remedies. Geokinetics exercised its remedies with respect to the Collateral in the following manner. By letter dated January 24, 2017, the undersigned counsel for Geokinetics notified Debtor, in accordance with §9.610-9.613 of the UCC, of the proposed disposition of the Collateral by public sale. Notice of this sale was also provided to other parties whom Geokinetics believed to be interested in the Collateral. No objection to the sale was ever received by Geokinetics. A public foreclosure sale was then conducted by the undersigned counsel on February 6, 2017 at 10:00am, at the offices of Geokinetics, 1500 CityWest Blvd., Suite 800, Houston, Texas 77042.

After recording please return to
David S. Elder
Gardere Wynne Sewell LLP
1000 Louisiana Street, Suite 2000
HOUSTON, TEXAS 77002
TRADEMARK

5. Transferee's Right in Collateral. Geokinetics was the high bidder at this public foreclosure sale, and as a result of this exercise of post-default remedies, Geokinetics has acquired all rights, title, and interests of the Debtor in the Collateral.

6. Names and Mailing Addresses. The name and mailing address of Geokinetics (as the Secured Party and transferee) is as follows:

Geokinetics Inc.
Att'n: General Counsel
1500 CityWest Blvd.
Suite 800
Houston, Texas 77042

The name and mailing address of the Debtor is as follows:

Geotrace Technologies, Inc.
Att'n: John A. Downer, Director
12141 Wickchester Lane
Houston, Texas 77079

All records should be amended to reflect that the Debtor's ownership of the Collateral has been transferred to Geokinetics. Please contact the undersigned if you have questions, or need additional information.

IN WITNESS WHEREOF, this Transfer Statement has been executed as of the date first written above.

GEOKINETICS INC.

By: David S. Elder
David S. Elder, its attorney and agent
c/o Gardere Wynne Sewell LLP
1000 Louisiana
Suite 2000
Houston, Texas 77002-5018

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STATE OF TEXAS §
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COUNTY OF HARRIS §

This instrument was acknowledged before me on the 7th day of February, 2017 by David S. Elder, attorney and agent for Geokinetics Inc., on behalf of that corporation.

Betty J. Friedrich

Notary Public in and for the
State of T E X A S
Commission Expires:

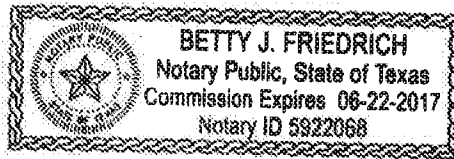


EXHIBIT A - COLLATERAL DESCRIPTION

The Collateral consists of all of Borrower's right, title and interest in and to the following personal property:

All goods, Accounts (including health-care receivables), Equipment, Inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, General Intangibles, commercial tort claims, documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), cash, deposit accounts, fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), securities, and all other investment property, supporting obligations, and financial assets, whether now owned or hereafter acquired, wherever located; and

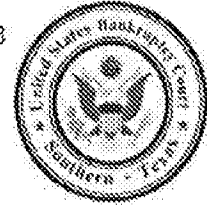
all Borrower's Books relating to the foregoing, and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing.

Notwithstanding the foregoing, the Collateral does not include, (A) with respect to clause (b) of the definition of "Obligations" in the Loan and Security Agreement, more than 65% of the presently existing and hereafter arising issued and outstanding shares of capital stock owned by Borrower of Geotrace International, Inc. or any Foreign Subsidiary which shares entitle the holder thereof to vote for directors or any other matter; (B) any assets of Geotrace UK to the extent it purports to secure any Obligations owing by Geotrace US; (C) any leasehold interests held by Borrower in real property or any permit or license of, or any contractual obligation entered into by a Borrower, in each case, (i) that prohibits or requires the consent of any Person other than Borrower's Affiliates as a condition to the creation by such Borrower of a Lien on any right, title or interest in such permit, license or contractual obligation or (ii) to the extent that any requirement of law applicable thereto prohibits the creation of a Lien thereon, but only, with respect to the prohibition in (i) and (ii) to the extent, and for as long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the Uniform Commercial Code as adopted in the applicable jurisdiction or by any other requirement of law or required consent is not obtained (and immediately upon the lapse, termination, unenforceability or ineffectiveness of any such prohibition or grant of such required consent, the Collateral shall include, and such Borrower shall be deemed to have automatically granted a security interest in, all such permits, licenses or contractual obligations no longer subject to such prohibition or required consent), (D) fixed or capital assets owned by a Borrower that are subject to a purchase money Lien or a capitalized lease if the contractual obligation pursuant to which such Lien is granted (or in the document providing for such capitalized lease) prohibits or requires the consent of any Person other than such Borrower's Affiliates as a condition to the creation of any other Lien on such fixed or capital asset (and immediately upon the lapse, termination, unenforceability or ineffectiveness of any such prohibition or grant of such required consent, the Collateral shall include, and such Borrower shall be deemed to have automatically granted a security interest in, all such fixed or capital assets no longer subject to such prohibition or required consent), (E) any accounts used exclusively for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of a Borrower, (F) any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted), and (G) the capital stock of Geotrace Trinidad Limited; provided, however, the property or assets excluded from the Collateral as provided for in this paragraph shall not include any proceeds, products, substitutions or replacements thereof (unless such proceeds, products, substitutions or replacements would otherwise constitute property or assets that would be excluded from this definition of Collateral).

"Loan and Security Agreement" is that certain Loan and Security Agreement, dated as of November 15, 2010, by and among Silicon Valley Bank, Geotrace Technologies, Inc., a Colorado corporation, and Geotrace Technologies Limited, a limited liability company incorporated in Scotland.

Exhibit "B"

Case 16-36419 Document 22 Filed in TXSB on 01/24/17 Page 1 of 3



ENTERED
01/24/2017

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

IN RE:	§	NO. 16-36419
	§	
GEOTRACE TECHNOLOGIES, INC.	§	CHAPTER 7
	§	
.....	§	
GEOKINETICS INC.	§	
	§	
Movant	§	
	§	
VS.	§	
	§	
GEOTRACE TECHNOLOGIES, INC.,	§	
and ALLISON D. BYMAN, TRUSTEE	§	
Respondents	§	

AGREED ORDER GRANTING RELIEF FROM AUTOMATIC STAY

(This Order Resolves Docket # 6)

Geokinetics Inc. ("Movant") filed a motion for relief from the automatic stay with respect to its perfected security interest covering all assets owned by Geotrace Technologies, Inc. ("Geotrace" or the "Debtor"), including its software, patents, trademarks, copyrights, computers, monitors, and office furniture. Movant represents to the Court that it has served the motion in accordance with all applicable rules and provided notice of the hearing. As reflected by the signatures below, counsel for both the Debtor and Allison Byman, Chapter 7 Trustee (the "Trustee") of the Estate of Geotrace Technologies, Inc., have agreed to the relief set forth herein.

As a condition to the entry of this Order, it is agreed that, with the two exceptions stated below, all claims, causes of action and accounts receivable owned by Geotrace (collectively, the "Estate Retained Claims and Causes of Action") shall be retained by the Trustee for the benefit of the Estate and Movant shall receive no distributions on account of such property; the two exceptions – which shall continue to be subject to Movant's liens – are:

1. claims (if any) that might be held by Geotrace against Gary Perry and/or Michael Smith (former Geotrace employees) for (i) infringement on its software, copyrights, trademarks and/or patents, (ii) misappropriation of its trade secrets, and (iii) breach of a non-compete agreement; and
2. accounts receivable and/or license fees owed to Geotrace by Chesapeake Energy Corp. and/or WFD Oil Company.

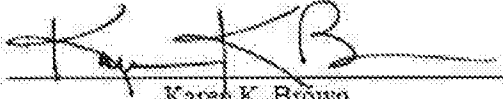
It is hereby ORDERED that Movant is granted relief from the automatic stay to pursue its state law remedies (including repossession and foreclosure) with respect to all assets of Geotrace, including its software, patents, trademarks, copyrights, computers, monitors, and office furniture, but specifically excluding any and all Estate Retained Claims and Causes of Action, which shall be retained by the Trustee free and clear of Movant's liens.

It is hereby further ORDERED that Movant shall receive no distributions on account of the proceeds of any Estate Retained Claims and Causes of Action.

It is hereby further ORDERED that the property on which the automatic stay is being lifted hereunder shall be deemed abandoned by the Trustee as of the entry of this Order and neither the Trustee nor the estate shall have any ongoing obligations regarding the maintenance of such property or the data and information associated with such property.

The stay imposed by Bankruptcy Rule 4001(a)(3) does not apply.

Signed: January 24, 2017



Karen K. Brown
United States Bankruptcy Judge

APPROVED:

/s/ David S. Elder

David S. Elder
State Bar No. 06507700
Gardere Wynne Sewell LLP
1000 Louisiana Street, Suite 2000
Houston, TX 77002
Tel: 713-276-5750
Fax: 713-276-6750
delder@gardere.com

ATTORNEY FOR GEOKINETICS INC.

/s/ Joseph E. Bain

Joseph E. Bain
State Bar No. 24085187
Edison, McDowell & Hetherington LLP
1001 Faamin Street, Suite 2700
Houston, TX 77002
Tel: (713) 333-6036
joe.bain@embllp.com

ATTORNEY FOR GEOTRACE TECHNOLOGIES, INC.

/s/ Joshua W. Wolfshohl

Joshua W. Wolfshohl
State Bar No. 24038592
Porter Hedges LLP
1000 Main, 36th Fl
Houston, TX 77002
Tel: (713) 226-6695
jwolfshohl@porterhedges.com

*ATTORNEY FOR ALLISON BYMAN, CHAPTER 7 TRUSTEE
OF THE ESTATE OF GEOTRACE TECHNOLOGIES, INC.*

FILED FOR RECORD

8:00:00 AM

Friday, February 10, 2017

Stan Stewart

COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED; in the Official Public Records of Real Property of Harris County Texas

Friday, February 10, 2017



Stan Stewart

COUNTY CLERK
HARRIS COUNTY, TEXAS