

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463138

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CGG Services (U.S.) Inc.		02/21/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon		
Street Address:	101 Barclay Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4731950	ROQFRAC	
Registration Number:	2603709	4TH WAVE IMAGING	
Registration Number:	4103244	IMAGING THE POSSIBILITIES	
Registration Number:	3784342	MAGCUBE	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	082720-15		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	02/23/2018		
Total Attachments: 7			
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SCHEDULE I

Second Lien Trademark Security Agreement

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of February 21, 2018 (this “**Trademark Security Agreement**”), by and among CGG Services (U.S.) Inc. (the “**Grantor**”), in favor of The Bank of New York Mellon, in its capacity as U.S. collateral agent for the Secured Parties (in such capacity, together with any successor thereof, the “**U.S. Collateral Agent**”) pursuant to that certain Indenture, dated as of February 21, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Indenture**”), among the CGG Holding (U.S.) Inc., a Delaware corporation (the “**Company**”), CGG S.A., a societe anonyme incorporated under the laws of France (registration number 969 202 241 RCS Paris), the other Obligors party thereto, the Agents party thereto and the other parties party thereto.

WITNESSETH:

WHEREAS, the Grantor is party to that certain Second Lien Pledge and Security Agreement (U.S.) dated as of February 21, 2018, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the U.S. Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the U.S. Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Second Lien Indenture, the Grantor hereby agrees with the U.S. 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. Each Grantor hereby pledges and grants to the U.S. Collateral Agent for the ratable 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 Grantor, whether now existing or hereafter arising or acquired from time to time (collectively, the “**Trademark Collateral**”): all trademarks service marks, slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), including the United States trademark registrations and applications for registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable legal requirements with respect to the use of any of the foregoing, (ii) all goodwill of the business connected with the use thereof and symbolized thereby, (iii) extensions and renewals thereof and amendments thereto, (iv) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights to sue for past, present and

future infringements, dilutions or other violations thereof, and (vi) rights corresponding thereto throughout the world.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use Trademark application to the extent, and for so long as, creation by such Grantor of a Security Interest therein would result in loss by such Grantor of any rights therein, or in any registration issuing therefrom, unless and until a Statement of Use or an Amendment to Allege Use has been filed with the United States Patent and Trademark Office with respect to such intent-to-use trademark application.

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 U.S. Collateral Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the U.S. Collateral Agent with respect to the security interest in the Trademark Collateral 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. Once the Obligations have been paid in full, the security interest granted pursuant to the Security Agreement and the security interest granted herein shall terminate and be deemed released, and upon written request and cost of the Company, the U.S. Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

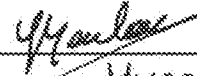
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

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

CGG SERVICES (U.S.) INC.

By: 
Name: Yves Goulard
Title: Authorised signatory

Accepted and Agreed:

THE BANK OF NEW YORK MELLON,
as U.S. Collateral Agent

By:  _____

Name:

Title:

Charlotte Davidson
Vice President

SCHEDULE 1
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	TRADEMARK/TITLE	REGISTRATION NUMBER
CGG Services (U.S.) Inc.	ROQFRAC	4731950
	4th WAVE IMAGING	2603709
	IMAGINE THE POSSIBILITIES	4103244
	MAGCUBE	3784342

United States Trademark Applications:

None.

SCHEDULE II

TRADEMARKS

Company	Trademark	Status	Classes	Application Number	Registration Number	Registration Date	Expiration Date
CGG Services (U.S.) Inc.	ROQFRAC	Registered	42	85-796586	4731950	05/05/2015	05/05/2025
	4th WAVE IMAGING	Registered	35, 42	761114382	2603709	02/22/2012	02/22/2022
	IMAGINE THE POSSIBILITIES	Registered	42	85-976073	4103244	21/02/2012	02/21/2022
	MAGCUBE	Registered	42	77-831771	3784342	04/05/2010	04/05/2020

TRADEMARK LICENSES

None

PENDING TRADEMARKS

None