

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643981

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sercel, Inc.		04/22/2021	Corporation: OKLAHOMA
Sercel-GRC Corp.		04/22/2021	Corporation: OKLAHOMA
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon, London Branch, as Security Agent		
Street Address:	One Canada Square, Canary Wharf		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5AL		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5760305	AMERADA	
Registration Number:	1168194	AMPHIB	
Registration Number:	3086719	SENTINEL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1366547 TM		
NAME OF SUBMITTER:	Adam Siegel		
SIGNATURE:	/Adam Siegel/		
DATE SIGNED:	05/03/2021		
Total Attachments: 7			

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This First Lien Trademark Security Agreement dated as of April 22, 2021 (this “**Trademark Security Agreement**”), by and among each guarantor listed on Schedule 1 hereto (the “**Grantors**”), in favor of The Bank of New York Mellon, London Branch, in its capacity as security agent for the Secured Parties (in such capacity, together with any successor thereof, the “**Security Agent**”) pursuant to that certain Indenture dated as of April 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**First Lien Indenture**”), by and among CGG S.A., a société anonyme incorporated under the laws of France (registration number 969 202 241 RCS Evry) (“**Parent**”), CGG Holding (U.S.) Inc., a Delaware corporation (“**U.S. Parent**”), the other Obligors party thereto, BNY Mellon Corporate Trustee Services Limited, as trustee, The Bank of New York Mellon, London Branch, as paying agent and security agent, The Bank of New York Mellon SA/NV, Dublin Branch, as transfer agent and registrar, and the other parties party thereto and the Super Senior Revolving Facilities Agreement, dated as of April 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Parent, the Original Borrower (as defined therein), the Original Guarantor (as defined therein), the Original Lenders (as defined therein), Barclays Bank Ireland PLC, Goldman Sachs Bank Europe SE, J.P. Morgan AG, and Morgan Stanley Bank AG, as the Mandated Lead Arrangers (as defined therein), Lucid Agency Services Limited, as the Agent (as defined therein) and The Bank of New York Mellon, London Branch, and The Bank of New York Mellon SA/NV, Paris Branch, as security agents.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain First Lien Pledge and Security Agreement (U.S.) dated as of April 1, 2021, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Security Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Security Agent, for the ratable benefit of the Secured Parties, to enter into the First Lien Indenture and the Credit Agreement, the Grantors hereby agree with the Security 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 Security 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 2 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 Security Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Security 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 or as otherwise provided in the Security Agreement, 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 U.S. Parent, the Security Agent shall execute, acknowledge, and deliver to the Grantors 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.

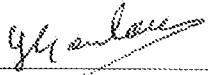
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

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.

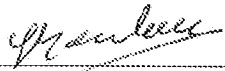
SERCEL, INC.

By: 
Name: YVES GOULARD
Title: Authorized Signatory

[Signature page to the Trademark Security Agreement]

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.

SERCEL-GRC CORP.

By: 
Name: YVES GOULARD
Title: Authorized Signatory

[Signature page to the Trademark Security Agreement]

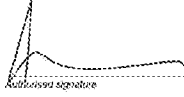
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TRADEMARK
REEL: 007278 FRAME: 0392

Accepted and Agreed:

THE BANK OF NEW YORK MELLON, LONDON BRANCH,
as Security Agent

By: _____



Tina Howson signature

Digitally
signed by
Tina Howson

[Signature page to the Trademark Security Agreement]

SCHEDULE 1

to

FIRST LIEN TRADEMARK SECURITY AGREEMENT

GRANTORS

NAME	ADDRESS
Sercel, Inc.	17200 Park Row HOUSTON, TX 77084-4925 USA
Sercel-GRC Corp.	13914 East Admiral Pl., Ste. B, TULSA, OK 74116-2107 USA

SCHEDULE 2

to

FIRST LIEN TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARK REGISTRATIONS

Company	Trademark	Status	Classes	Application Number	Registration Number	Registration Date	Expiration Date
Sercel-GRC Corp.	Amerada	Registered	9	87599210	5760305	05/28/2019	-
Sercel, Inc.	AMPHIB	Registered	9	73/267,830	1168194	09/19/2011	09/30/2021
Sercel, Inc.	SENTINEL	Registered	9	78/546,322	3086719	08/20/2016	-

TRADEMARK LICENSES

None.

PENDING TRADEMARKS

None.