

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Execution Date
Sercel, Inc.	02/07/2007
CGGVeritas Services Inc. (f/k/a Volnay Acquisition Co. II)	02/07/2007

**RECEIVING PARTY DATA**

<b>Name:</b>	Credit Suisse, as Collateral Agent
<b>Street Address:</b>	11 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010

**PROPERTY NUMBERS Total: 41**

Property Type	Number
Patent Number:	4875545
Patent Number:	4949315
Patent Number:	4976333
Patent Number:	5018115
Patent Number:	5113747
Patent Number:	5119345
Patent Number:	5128907
Patent Number:	5134594
Patent Number:	5357486
Patent Number:	5420829
Patent Number:	5469408
Patent Number:	5541894
Patent Number:	5555222
Patent Number:	5663931

**CH \$1640.00 4875545**

Patent Number:	5675556
Patent Number:	5774423
Patent Number:	5815466
Patent Number:	5980148
Patent Number:	5982708
Patent Number:	6049511
Patent Number:	6079895
Patent Number:	6108274
Patent Number:	6128251
Patent Number:	6151277
Patent Number:	6161433
Patent Number:	6188646
Patent Number:	6262945
Patent Number:	6286612
Patent Number:	6294727
Patent Number:	6307809
Patent Number:	4538251
Patent Number:	4656615
Patent Number:	6177780
Patent Number:	6253143
Patent Number:	6560565
Patent Number:	6645004
Patent Number:	6871132
Patent Number:	6928367
Patent Number:	7082367
Application Number:	60414434
Application Number:	60827393

**CORRESPONDENCE DATA**

Fax Number: (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-783-2700  
Email: oleh.hereliuk@federalresearch.com  
Correspondent Name: CBCInnovis dba Federal Research  
Address Line 1: 1023 Fifteenth Street, NW, Ste 401  
Address Line 2: attn: Oleh Hereliuk  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

378630

NAME OF SUBMITTER:

LaKeeshia Saunders

Total Attachments: 10

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RECORDATION FORM COVER SHEET  
PATENTS ONLY

OMB No. 0651-0027 (exp. 6/30/2005)

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Sercel, Inc.  
Volnay Acquisition Co. II

2. Name and address of receiving party(ies)

Name: Credit Suisse, as Collateral Agent

Internal Address: \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Street Address: 11 Madison Avenue

City: New York State: NY Zip: 10010

Execution Date: January 12, 2007

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s) \_\_\_\_\_

B. Patent No.(s) \_\_\_\_\_

PLEASE SEE ATTACHED

PLEASE SEE ATTACHED

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Oleh Hereliuk

Internal Address: Federal Research Corporation

Street Address: 1023 15th Street, NW

Suite 401

City: Washington State: DC Zip: 20005

6. Total number of applications and patents involved: **41**

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Greg Serebuoh  
Name of Person Signing

Gregory Serebuoh  
Signature

2/14/07  
Date

Total number of pages including cover sheet, attachments, and documents: **10**

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

PATENT SECURITY AGREEMENT dated as of January 12, 2007 (this "**Agreement**"), among Volnay Acquisition Co. II, a Delaware corporation ("**Volnay II**"), Sercel, Inc., an Oklahoma corporation (the "**Sercel**") (Sercel, and together with the Volnay II, each a "**Grantor**", and collectively, the "**Grantors**"), and Credit Suisse, as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Pledge and Security Agreement (U.S.) dated as of January 12, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Volnay Acquisition Co. I, a Delaware corporation (the "**Borrower**"), certain other subsidiaries of Compagnie Générale de Géophysique, a *société anonyme* incorporated under the laws of France (registration number 969 202 241 RCS Evry) ("**Parent**"), from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of January 12, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, Parent, the lenders from time to time party thereto and Credit Suisse, as administrative agent and as Collateral Agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Patent Collateral**"):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country,

including those listed on Schedule I (the "*Patents*"), and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

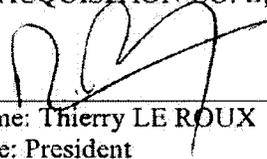
SECTION 3. *Security Agreement*. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

VOLNAY ACQUISITION CO. II,

by



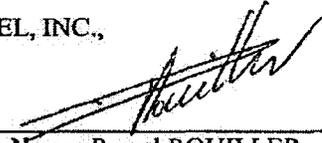
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Name: Thierry LE ROUX  
Title: President

[[NYCORP:2671583v3:4440D:01/10:07--12:30 a]]

SERCEL, INC.,

by



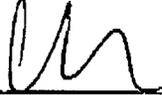
Name: Pascal ROULLER

Title: Chief Executive Officer

[[NYCORP:2671583v3:4440D:01/10/07-12:30 a]]

PATENT  
REEL: 018923 FRAME: 0593

CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as Collateral Agent,

by   
\_\_\_\_\_  
Name: CASSANDRA DROOGAN  
Title: VICE PRESIDENT

by   
\_\_\_\_\_  
Name: LAURENCE LAPEYRE  
Title: ASSOCIATE

[[2671583]]

PATENTS OWNED BY SERCEL INC.

*U.S. Patents*

<u>Patent No.</u>	<u>Issue Date</u>
4875545	10/24/1989
4949315	08/14/1990
4976333	12/11/1992
5018115	05/21/2009
5113747	05/19/1992
5119345	06/02/1992
5128907	07/07/1990
5134594	07/28/1992
5357486	10/18/1994
5420829	05/30/1995
5469408	11/21/1995
5541894	07/30/1996
5555222	09/10/1996
5663931	09/02/1997
5675556	10/07/1997
5774423	06/30/1998
5815466	09/29/1998
5980148	11/09/1999
5982708	11/09/1999
6049511	04/11/2000
6079895	06/27/2000
6108274	08/22/2000
6128251	10/03/2000
6151277	11/21/2000
6161433	12/19/2000
6188646	02/13/2001
6262945	07/17/2001
6286612	09/11/2001
6294727	09/25/2001
6307809	10/23/2001

*U.S. Patent Applications*

<u>Patent Application No.</u>	<u>Filing Date</u>
None	

*Non-U.S. Patents*

<u>Country</u>	<u>Issue Date</u>	<u>Patent No.</u>
Canada	08/27/1997	1158168

Canada	05/30/2000	2187248
Canada	10/27/1998	2176162
Great Britain	12/21/1994	EP06298883
Great Britain	04/22/1998	2305069
Great Britain	10/27/1999	2306848
Great Britain	09/21/1995	2301479
Japan	11/13/1990	3131211
Netherlands	11/17/1997	EP0771427
Norway	08/31/1998	303802
Norway	04/22/2003	314650

*Non-U.S. Patent Applications*

<u>Country</u>	<u>Filing Date</u>	<u>Patent Application No.</u>
Great Britain	11/11/1998	2331367
Great Britain	11/17/1998	2331367
Norway	11/17/1998	19985348
Norway	11/17/1998	19985348

LICENSES OWNED BY SERCEL INC.

None

PATENTS OWNED BY VOLNAY ACQUISITION CO II  
(FORMERLY VOLNAY ACQUISITION CO I, VERITAS DGC INC.)

*U.S. Patents*

<u>Patent No.</u>	<u>Issue Date</u>
4538251	08/27/1985
4656615	04/07/1987
6177780 B1	01/23/2001
6253143 B1	06/26/2001
6560565	05/06/2003
6645004 B2	11/11/2003
6871132	03/22/2005
6928367	09/08/2005
7082367	07/25/2006

*U.S. Patent Applications*

<u>Patent Application No.</u>	<u>Filing Date</u>
60414434	09/27/2002
60827393	09/28/2006

*Non-U.S. Patents*

<u>Country</u>	<u>Issue Date</u>	<u>Patent No.</u>
Canada	06/20/2006	2307006
EPC	12/02/1998	EP881504
Great Britain	05/05/1998	BR9603019

*Non-U.S. Patent Applications*

<u>Country</u>	<u>Filing Date</u>	<u>Patent Application No.</u>
Canada	12/08/1999	2291935
Canada	01/24/2000	2296805

LICENSES OWNED BY VOLNAY ACQUISITION CO II  
(FORMERLY VOLNAY ACQUISITION CO I, VERITAS DGC INC.)

None

PATENTS OWNED BY ALITHEIA RESOURCES INC.

*U.S. Patents*

	<u>Patent No.</u>	<u>Issue Date</u>
None		

*U.S. Patent Applications*

	<u>Patent Application No.</u>	<u>Filing Date</u>
None		

*Non-U.S. Patents*

<u>Country</u>	<u>Issue Date</u>	<u>Patent No.</u>
		None

*Non-U.S. Patent Applications*

<u>Country</u>	<u>Filing Date</u>	<u>Patent Application No.</u>
		None

LICENSES OWNED BY ALITHEIA RESOURCES INC.

None