

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

| Name | Execution Date |
|--------------|----------------|
| Sercel, Inc. | 01/12/2007 |

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 24

| Property Type | Number |
|----------------|---------|
| Patent Number: | 4811311 |
| Patent Number: | 4809245 |
| Patent Number: | 6957147 |
| Patent Number: | 6188645 |
| Patent Number: | 6256588 |
| Patent Number: | 6389362 |
| Patent Number: | 6115325 |
| Patent Number: | 6011753 |
| Patent Number: | 5712828 |
| Patent Number: | 4967400 |
| Patent Number: | 6140587 |
| Patent Number: | 6731389 |
| Patent Number: | 6079882 |
| Patent Number: | 6211964 |
| Patent Number: | 4787702 |

PATENT

500318361

REEL: 019580 FRAME: 0416

OP \$960.00 4811311

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|---------------------|----------|
| Patent Number: | 6160762 |
| Patent Number: | 6195162 |
| Patent Number: | 6853604 |
| Patent Number: | 5883857 |
| Patent Number: | 6108267 |
| Patent Number: | 5943293 |
| Patent Number: | 6363034 |
| Patent Number: | 6483775 |
| Application Number: | 11161640 |

CORRESPONDENCE DATA

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: IP Research Plus, Inc.

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Address Line 4: Waldorf, MARYLAND 20602

| | |
|-------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 31803 |
| NAME OF SUBMITTER: | Penelope J.A. Agodoa |

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|---|
| <p>Total Attachments: 7</p> <p>source=31803#page1.tif</p> <p>source=31803#page2.tif</p> <p>source=31803#page3.tif</p> <p>source=31803#page4.tif</p> <p>source=31803#page5.tif</p> <p>source=31803#page6.tif</p> <p>source=31803#page7.tif</p> |
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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.

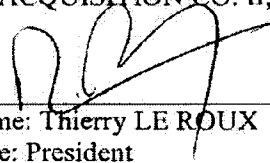
SECTION 3. ***Security Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights 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

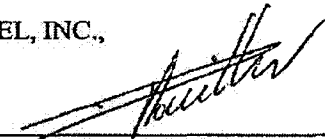


Name: Thierry LE ROUX
Title: President

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

SERCEL, INC.,

by



Name: Pascal ROUILLER

Title: Chief Executive Officer


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

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> |
|-------------------|-------------------|
| 4811311 | 03/07/1989 |
| 4809245 | 02/28/1989 |
| 6957147 | 10/18/2005 |
| 6188645 | 02/13/2001 |
| 6256588 | 07/03/2001 |
| 6389362 | 05/14/2002 |
| 6115325 | 09/05/2000 |
| 6011753 | 01/04/2000 |
| 5712828 | 01/27/1998 |
| 4967400 | 10/30/1990 |
| 6140587 | 10/30/2000 |
| 6731389 | 05/04/2004 |
| 6079882 | 06/27/2000 |
| 6211964 | 04/03/2001 |
| 4787702 | 11/29/1988 |
| 6160762 | 12/12/2000 |
| 6195162 | 02/27/2001 |
| 6853604 | 02/08/2005 |
| 5883857 | 03/16/1999 |
| 6108267 | 08/22/2000 |
| 5943293 | 08/24/1999 |
| 6363034 | 03/26/2002 |
| 6483775 | 11/19/2002 |

U.S. Patent Applications

| <u>Patent Application No.</u> | <u>Filing Date</u> |
|-------------------------------|--------------------|
| App 11/161640 | 10/08/2005 |