

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement Second Lien
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Autoseis, Inc.	08/24/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Credit Suisse
<b>Street Address:</b>	11 Madison Avenue
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	11466298
<b>PCT Number:</b>	US0755342
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(866)826-5420
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	301-638-0511
<b>Email:</b>	ipresearchplus@comcast.net
<b>Correspondent Name:</b>	IP Research Plus, Inc.
<b>Address Line 1:</b>	21 Tadcaster Circle
<b>Address Line 2:</b>	attn: Penelope J.A. Agodoa
<b>Address Line 4:</b>	Waldorf, MARYLAND 20602
<b>ATTORNEY DOCKET NUMBER:</b>	31964
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa
<b>Total Attachments: 7</b> source=31964#page1.tif source=31964#page2.tif	

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## PATENT SECURITY AGREEMENT

### (Patents, Patent Applications and Patent Licenses)

WHEREAS, Autoseis, Inc., a Texas corporation (herein referred to as the “**Lien Grantor**”) owns, or in the case of licenses is a party to, the Patent Collateral (as defined below);

WHEREAS, the Lien Grantor, the Lenders party thereto, and CREDIT SUISSE, as Administrative Agent, are parties to a Second Lien Credit Agreement dated as of February 7, 2007 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) a Second Lien Collateral Agreement dated as of February 7, 2007 (as amended and/or supplemented from time to time, the “**Collateral Agreement**”) among the Lien Grantor, the Guarantors party thereto and Credit Suisse, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Patent Security Agreement), the Lien Grantor has secured certain of its obligations (the “**Secured Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Patent Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Lien Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Patent Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Patent (as defined in the Collateral Agreement) owned by the Lien Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto;

(ii) each Patent License (as defined in the Collateral Agreement) to which the Lien Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future infringement of any Patent owned by the Lien Grantor (including, without limitation,

any Patent identified in Schedule 1 hereto) and all rights and benefits of the Lien Grantor under any Patent License (including, without limitation, any Patent License identified in Schedule 1 hereto).

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which the Lien Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Collateral Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Collateral Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT (AS DEFINED IN THE CREDIT AGREEMENT). NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

IN WITNESS WHEREOF, the Lien Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 24<sup>th</sup> day of August, 2007.

Autoseis, Inc.

By: 

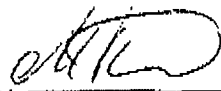
Name: CRAG LINDORFER  
Title: SVP & CEO

Acknowledged:

Credit Suisse, Cayman Islands Branch,  
as Second Lien Collateral Agent

By:   
Name: Judith E. Smith  
Title: Director

Credit Suisse, Cayman Islands Branch,  
as Second Lien Collateral Agent

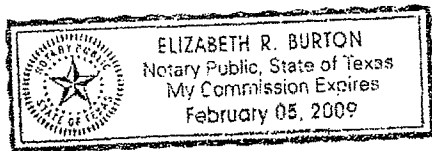
By:   
Name: MIKHAIL FAMBUSOVICH  
Title: ASSOCIATE

STATE OF Texas )  
 ) ss.:  
COUNTY OF Harris )

I, Elizabeth R. Burton, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Craig Hindberg, of AUTOSEIS, INC. (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VP & CFO, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 27<sup>th</sup> day of August, 2007

[Seal]



Elizabeth R. Burton  
Signature of notary public  
My Commission expires 02-05-09

Schedule 1  
to Patent  
Security Agreement

AUTOSEIS, INC.

PATENT APPLICATIONS

<u>Applicant</u>	<u>Type</u>	<u>Application Number</u>	<u>Grant Date/No.</u>
Autoseis, Inc.	Autonomous Seismic Data Acquisition Unit	<del>1146298</del> 11466298 (USPTO)	Pending
Autoseis, Inc.	Autonomous Seismic Data Acquisition Unit	PCT/IB2007/055342 (Patent Cooperation Treaty)	Pending

PATENTS AND DESIGN PATENTS

[None]

PATENT LICENSES

[None]