

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT											
NATURE OF CONVEYANCE:	SECURITY AGREEMENT											
CONVEYING PARTY DATA												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; text-align: center;">Name</td> <td style="width: 30%; text-align: center;">Execution Date</td> </tr> <tr> <td>CGGVeritas Services Holding (U.S.) Inc.</td> <td>05/14/2008</td> </tr> </table>		Name	Execution Date	CGGVeritas Services Holding (U.S.) Inc.	05/14/2008							
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CGGVeritas Services Holding (U.S.) Inc.	05/14/2008											
RECEIVING PARTY DATA												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Credit Suisse, as Collateral Agent</td> </tr> <tr> <td>Street Address:</td> <td>11 Madison Avenue</td> </tr> <tr> <td>City:</td> <td>New York</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10010</td> </tr> </table>			Name:	Credit Suisse, as Collateral Agent	Street Address:	11 Madison Avenue	City:	New York	State/Country:	NEW YORK	Postal Code:	10010
Name:	Credit Suisse, as Collateral Agent											
Street Address:	11 Madison Avenue											
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PROPERTY NUMBERS Total: 3												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; text-align: center;">Property Type</td> <td style="width: 70%; text-align: center;">Number</td> </tr> <tr> <td>Application Number:</td> <td>11851997</td> </tr> <tr> <td>Application Number:</td> <td>11774055</td> </tr> <tr> <td>PCT Number:</td> <td>US0777897</td> </tr> </table>			Property Type	Number	Application Number:	11851997	Application Number:	11774055	PCT Number:	US0777897		
Property Type	Number											
Application Number:	11851997											
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CORRESPONDENCE DATA												
<p>Fax Number: (866)826-5420 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 3016380511 Email: ipresearchplus@comcast.net Correspondent Name: IP Research Plus, Inc. Address Line 1: 21 Tadcaster Circle Address Line 2: Attn: Penelope J.A. Agodoa Address Line 4: Waldorf, MARYLAND 20602</p>												
ATTORNEY DOCKET NUMBER:	33402											
NAME OF SUBMITTER:	Penelope J.A. Agodoa											
<p>Total Attachments: 6 source=33402#page1.tif</p>												

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PATENT SECURITY AGREEMENT dated as of May 14, 2008 (this "*Agreement*"), between CGGVeritas Services Holding (U.S.) Inc. (successor in interest to Volnay Acquisition Co. I), a Delaware corporation (the "*Borrower*") 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 Borrower, certain other subsidiaries of Compagnie Générale de Géophysique - Veritas (formerly Compagnie Générale de Géophysique), a *société anonyme* incorporated under the laws of France (registration number 969 202 241 RCS Paris) ("*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. Accordingly, the parties hereto agree as follows:

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.

CGGVERITAS SERVICES HOLDING
(U.S.) INC.,

by

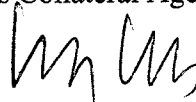
Brent Whiteley

Name: Brent Whiteley

Title: Secretary

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

by



Name:

Title:

ROBERT HETU
MANAGING DIRECTOR

by



Name:

Title:

CHRISTOPHER REO DAY
ASSOCIATE

Schedule I

Patent Applications

<u>Registered Owner</u>	<u>Type</u>	<u>Registration Number</u>	<u>Date Filed</u>
CGGVeritas Services Holding (U.S.) Inc.	AUTONOMOUS OCEAN BOTTOM SEISMIC NODE RECORDING DEVICE	11/851,997	07-Sep- 2007
CGGVeritas Services Holding (U.S.) Inc.	AUTONOMOUS OCEAN BOTTOM SEISMIC NODE RECORDING DEVICE	PCT/US2007/077897	07-Sep-2007
CGGVeritas Services Holding (U.S.) Inc.	EFFICIENT SEISMIC DATA ACQUISITION WITH SOURCE SEPARATION	11/774055	06-Jul-2007

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