

# PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
TerraSpark Geosciences, L.P.	03/02/2010
<b>RECEIVING PARTY DATA</b>	
Name:	TerraSpark Geosciences, LLC
Street Address:	2711 Centerville Road
Internal Address:	Suite 400
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808
<b>PROPERTY NUMBERS Total: 5</b>	
Property Type	Number
Application Number:	11766287
PCT Number:	US0771733
Application Number:	12271609
PCT Number:	US0883637
PCT Number:	US0940331
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(303)863-0223
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	303-863-9700
Email:	jvos@sheridanross.com
Correspondent Name:	Jason H. Vick
Address Line 1:	1560 Broadway
Address Line 2:	Suite 1200
Address Line 4:	Denver, COLORADO 80202
ATTORNEY DOCKET NUMBER:	5658

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**PATENT**  
**REEL: 024594 FRAME: 0001**

NAME OF SUBMITTER:

Jason H. Vick

**Total Attachments: 5**

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## PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT ("Patent Assignment") dated as of March 2, 2010, is by and between TerraSpark Geosciences, L.P., a Colorado limited liability limited partnership, having a registered address at PMB # 544, Suite E4, 2525 Arapahoe Ave., Boulder, CO 80302 (the "Assignor"), and TerraSpark Geosciences, LLC, a Delaware limited liability company, having a registered address at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 (the "Assignee").

WHEREAS, the Assignor is the owner of all right, title and interest in and to the patents, including the patent applications listed on the attached Schedule A, and all related applications and registrations pertaining thereto, including any and all rights, priorities and privileges of Assignor provided under United States, state or foreign law, or multinational law, compact, treaty, protocol convention or organization, with respect to the foregoing (collectively, the "Patents");

WHEREAS, Assignor and Assignee have entered into that certain Contribution Agreement, dated as of the date hereof (such agreement, as amended from time to time, the "Contribution Agreement"), pursuant to which Assignor has agreed to contribute to Assignee the Assets (as defined in the Contribution Agreement) and all of its right, title and interest therein including, without limitation, the Patents; and

WHEREAS, the parties wish to execute and deliver this Patent Assignment for the purpose of assigning the Patents from Assignor to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, convey, transfer and deliver to Assignee, its successors and assigns, all right, title and interest in and to the Patents throughout the world, together with the right to sue, counterclaim and recover damages and profits and all other remedies for claims of past, present and future infringement or misappropriation thereof, and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Patents.

Assignor further grants, conveys and assigns to Assignee all its right, title and interest in and to any and all rights of Assignor to obtain reissues, re-examinations, continuations, continuations-in-part, divisions, extensions or other legal protections arising from the Patents and related rights that are or may be secured in any relevant jurisdiction anywhere in the world, including (but not limited to) the United States, its territories and possessions, now or hereinafter in effect.

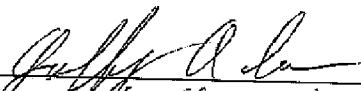
Assignor hereby authorizes the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all ownership rights in and to the Patents to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment

*[Signature page follows]*

IN WITNESS WHEREOF, the Assignor has caused this instrument to be signed in its name by its proper and duly authorized corporate officer as of the day and date first set forth above

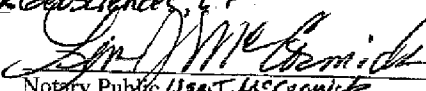
**TERRASPARK GEOSCIENCES, L.P.**

By: TerraSpark, Inc.,  
its general partner

By:   
Name: Geoffrey A. Dorn  
Title: President

STATE OF Colorado )  
COUNTY OF Jefferson )

On this 2nd day of March, 2010, personally appeared before me Geoffrey A. Dorn, known to me to be President of TerraSpark, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of TerraSpark Geosciences, L.P.

  
Notary Public Lisa J. McCormick  
My commission expires: 1.22.2012

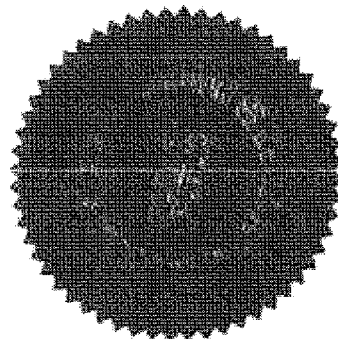
TERRASPARK GEOSCIENCES, LLC

By: J.M. Burgess  
Name: Trevor Burgess  
Title: President

STATE OF ABERDEEN )  
COUNTY OF UNITED KINGDOM )

On this 26 day of FEBRUARY, 2010, personally appeared before me TREVOR MICHAEL BURGESS  
known to me to be MANAGING DIRECTOR of EMERALD PARTNERS who acknowledged that he/she  
signed this instrument as a free act on behalf of TERRASPARK GEOSCIENCES LLC

Kenneth S. Gordon  
Notary Public Notary Public, Aberdeen  
My commission expires: LIFETIME



## SCHEDULE A

PATENT MATTERS							
Country	Patent/Applicat ion No.	Title	Owner	Assignm ent Date	Filing/ Issue Date	Renewal/ Maintenan ce Fees	Status
US	11/766,287	Stratal Slice Domain Transformation of a Seismic Volume	TerraSpark Geosciences, L.P.	8/31/07	06/21/07	No fees due until issuance	Pending; awaiting receipt of first office action
Canada	2,659,020	Stratal Slice Domain Transformation of a Seismic Volume	TerraSpark Geosciences, L.P.	8/31/07	06/21/07	Current as of 02/01/10	Pending; request examination by 6/21/12
China	200780031318 4	Stratal Slice Domain Transformation of a Seismic Volume	TerraSpark Geosciences, L.P.	8/31/07	06/21/07	No fees due until grant	Pending; examination requested; awaiting receipt of first office action
Europe	07840274 0	Stratal Slice Domain Transformation of a Seismic Volume	TerraSpark Geosciences, L.P.	8/31/07	06/21/07	Current as of 02/01/10	Pending; response filed 12/3/09 to first office action
Israel	196039	Stratal Slice Domain Transformation of a Seismic Volume	TerraSpark Geosciences, L.P.	8/31/07	06/21/07	Annuity due 12/21/13	Pending; awaiting receipt of first office action
Norway	20085291	Stratal Slice Domain Transformation of a Seismic Volume	TerraSpark Geosciences, L.P.	8/31/07	06/21/07	Current as of 02/01/10	Pending; awaiting receipt of first office action
Russia	2009101762	Stratal Slice Domain Transformation of a Seismic Volume	TerraSpark Geosciences, L.P.	8/31/07	06/21/07	No fees due until grant	Pending, request examination by 6/21/10
PCT	PCT/US07/717 33	Stratal Slice Domain Transformation of a Seismic Volume	TerraSpark Geosciences, L.P.	8/31/07	06/21/07		Expired
US	12/271,609	Seismic Data Processing	TerraSpark Geosciences, L.P.	11/14/08	11/14/08	No fees due until issuance	Pending; awaiting receipt of first office action
PCT	PCT/US08/836 37	Seismic Data Processing	TerraSpark Geosciences, L.P.	11/14/08	11/14/08		Pending

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PCT	PCT/US09/403 31	Visulation of Geologic Features Using Data Representations Thereof	TerraSpark Geosciences, L. P.	2/8/10	04/13/09		Pending
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