PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
John Edward Grant	07/12/2012
Stuart Maxwell Darling	07/16/2012
Thomas Cheriyan	07/11/2012
Desmond John Flynn	07/12/2012

RECEIVING PARTY DATA

Name:	ION Geophysical Corporation			
Street Address:	2105 City West Boulevard			
Internal Address:	Suite 400			
City:	Houston			
State/Country:	TEXAS			
Postal Code:	77042-2839			

PROPERTY NUMBERS Total: 2

Property Type	Number			
Application Number:	13479173			
PCT Number:	US2012039210			

CORRESPONDENCE DATA

Fax Number: 3036293450 Phone: 303-629-3400

bump.stefan@dorsey.com Email:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Lee R. Osman / Dorsey & Whitney LLP

1400 Wewatta Street Address Line 1:

Address Line 2: Suite 400

Address Line 4: Denver, COLORADO 80202-5549

ATTORNEY DOCKET NUMBER: P222660.US.02

NAME OF SUBMITTER:	Stefan T. Bump
Total Attachments: 9	
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<u>ASSIGNMENT</u>

WHEREAS, we, John Edward Grant, residing at 5 Saltcoats Gardens, Bellsquarry, Livingston, EH54 9JD, United Kingdom, Stuart Maxwell Darling, residing at Flat 5, 119 High Street, Glasgow, G1 1PH, United Kingdom, and Thomas Cheriyan, residing at 1315 Shady Bend Drive, Sugar Land, Texas 77479, United States (hereinafter individually and collectively the "Assignor") have invented certain new and useful systems, devices, and methods (the "Invention") disclosed and described in:

a utility application for Letters Patent in the United States ("U.S."), entitled "METHOD AND APPARATUS FOR DETERMINING A LOCATION TO ACQUIRE GEOPHYSICAL DATA," filed on May 23, 2012 (the "Utility Application"), which Utility Application is identified in the United States Patent and Trademark Office ("USPTO") by Application No. 13/479,173; and

a PCT International Application No. PCT/US2012/039210, entitled "METHOD AND APPARATUS FOR DETERMINING A LOCATION TO ACQUIRE GEOPHYSICAL **DATA**," filed on May 23, 2012 (the "International Application");

which Utility Application and International Application both claim priority to U.S. Provisional Application No. 61/489,040 entitled "METHOD AND APPARATUS FOR **DETERMINING A LOCATION TO ACQUIRE GEOPHYSICAL DATA**" filed on May 23, 2011 (the "Provisional Application");

WHEREAS, Assignor desires to assign any and all right, title and interest to the Utility Application, the International Application, the Provisional Application, and the underlying Invention, and any provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights");

WHEREAS, ION Geophysical Corporation, a corporation organized and existing under the laws of the State of Delaware, and having its principal place of business at 2105 City West Boulevard, Suite 400, Houston, Texas 77042-2839 (the "Assignee"), desires to acquire any and all, right, title, and interest of Assignor in and to the Invention, the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor:

WHEREAS, the effective date of the Assignment is May 23, 2011; and

NOW THEREFORE, for the sum of \$10.00 and other good and valuable consideration to Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transferred and by these presents does hereby sell, assign and transfer to Assignee, and said Assignee's legal representatives, successors and assigns, any and all of

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the entire right, title and interest in and to the Invention, Patent Rights, and any and all Letters Patent to be obtained therefor;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Utility Application, the International Application, and Provisional Application and otherwise take advantage of the provisions of any international conventions.

This Assignment may be executed in two or more counterparts and by facsimile, all of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 12th July 2012

John Fdward Granf

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 16th July 2012

Stuart Maxwell Darling

IN WITNESS WHEREOF, the Assignor here the date indicated below.	eunto has executed this Assignment upon
Date: <u>JUVIII 2012</u> By	T(homas Cheriyan
STATE OF TEXAS	
COUNTY OF HAKKIS) ss.	
On thisday of, a said county, personally appeared Thomas Cheriyar acknowledged that he signed, sealed and delivered act for the purposes and considerations therein exp	n who executed the foregoing instrument and I the same instrument as a free and voluntary
DEBRA A. ADDINGTON Notary Public, State of Texas My Commission Expires January 17, 2015	Aghra Oldsburg Vm Notary Public
My commission expires:	2015

ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

ION Geophysical Corporation

Date:	By: Name:
STATE OF	
COUNTY OF	SS.
said county, personally appeared representative of the Assignee, ION Ge patent Assignment, and represented ar	, 2012, before me a Notary Public in and for, the above-mentioned eophysical Corporation, who executed the foregoing acknowledged that he/she had the requisite corporate tent Assignment and the same was executed as a free
(SEAL)	
	Notary Public
My commission expires:	·

4820-0572-8527\1

ASSIGNMENT

WHEREAS, I, Desmond John Flynn, residing at 3 Peatville Terrace, Edinburgh, EH14 2EB, United Kingdom (hereinafter the "Assignor"), have invented certain new and useful systems, devices, and methods (the "Invention") disclosed and described in:

a utility application for Letters Patent in the United States ("U.S."), entitled "METHOD AND APPARATUS FOR DETERMINING A LOCATION TO ACQUIRE GEOPHYSICAL DATA," filed on May 23, 2012 (the "Utility Application"), which Utility Application is identified in the United States Patent and Trademark Office ("USPTO") by Application No. 13/479,173; and

a PCT International Application No. PCT/US2012/039210, entitled "METHOD AND APPARATUS FOR DETERMINING A LOCATION TO ACQUIRE GEOPHYSICAL DATA," filed on May 23, 2012 (the "International Application");

which Utility Application and International Application both claim priority to U.S. Provisional Application No. 61/489,040 entitled "METHOD AND APPARATUS FOR DETERMINING A LOCATION TO ACQUIRE GEOPHYSICAL DATA" filed on May 23, 2011 (the "Provisional Application");

WHEREAS, ION Geophysical Corporation, a corporation organized and existing under the laws of the State of Delaware, and having its principal place of business at 2105 City West Boulevard, Suite 400, Houston, Texas 77042-2839 (the "Assignee"), by an earlier Assignment by Assignor to Assignee dated June 21, 2011 (attached hereto as Exhibit A, and referred to hereinafter as the "Provisional Assignment"), owns all right, title and interest of Assignor in and to the Provisional Application and the Invention as described therein;

WHEREAS, in and to the extent that Assignor now owns any right, title and interest in the Invention, including as described and claimed in the Utility Application and the International Application, not already transferred to ION Geophysical Corporation by the Provisional Assignment, Assignor is desirous of assigning such interest in the Utility Application, the International Application, and the underlying Invention, and any provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights"); and

WHEREAS, Assignee desires to acquire any and all, right, title, and interest of Assignor in and to the Invention, the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor;

WHEREAS, the effective date of the Assignment is May 23, 2012; and

NOW THEREFORE, for the sum of \$10.00 and other good and valuable consideration to Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transferred and by these presents does hereby sell, assign and transfer

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to Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the Invention, Patent Rights, and any and all Letters Patent to be obtained therefor:

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Utility Application and the International Application and otherwise take advantage of the provisions of any international conventions.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 12TH July 2012

Desmond John Flyhr

ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

ION Geophysical Corporation

IN 8	r: ame: tle:
STATE OF	
COUNTY OF) ss.	
authority to execute and accept this patent Assact and deed.	owledged that he/she had the requisite corporate
(SEAL)	
	Notary Public
My commission expires:	·

4813-5331-7391\1

EXHIBIT A

Attorney Docket No. P222660.US.01

SSCONMEN

WHEREAS, We, Desmond John Flynn, realding at 3 Peatwile Terrace, Edinburgh, United Kingdom, John Edward Grant, residing at 5 Stationatis Gardens: Belesquary. Livingston, EH59 &D. United Kingdom, Stuart Meaweil Darling, residing at Flat 5, 119 High Street, Glassgow, G1: PH, United Kingdom, and Thomas Cheriyan, residing at 1315 Shady Benet. Sugar Lund. IX 7749, US heremater unidividually and collectively the Yasgron, Park Sugar Lond. The Physical of the Charles of the

WHEREAS, Assignor desires to assign any and all right, title and interest to said Provisional Application, and any provisional, non-provisional, continuation, contrustion-in-part, divisional, international, torego, regional and convention applications corresponding thereto, and any and all Lotters Patent of the United States and countries and regions foreign thereto, which may grant or have granted reteator to be looged in relation theretor, any retexeus or reexamination thereor for to be obtained therefor, any renewals, or substitutes thereof, and in and to any and all priority rights or priority claims, international Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions freegin thereto which may be published, which may grant, or have granted thereto or bo looged in relation thereto, and other bonetits accurring to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries to relation thereto (the "Patent Rights"):

WHEREAS, ION Geophysical Corporation, a corporation organized and existing under the laws of the State of Delaware, and having its principal place of business at 2105 City West Boulevard. Sulte 400, Houston, TX 77042-2839 (fire *Kestigner), desires to acquire any and all right, fulle, and introrest of Assignor in and to the invention(s), the Patient Rights, and in, to, and under any and all Letters Patient to be obtained therefor:

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration to me in half paid, the recept and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transfer and by these presents does hereby set, assign and transfer and the three presents does hereby set, assign and transfer to the said Assignee, and said Assignee and said Assignee and said the entire in the said the set in and to the netter intent, the and mere set in and to the entire intent, the and mere set in and to the invention, Patent Hights, and any and all Letters Patent in Ope obtained therefor;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said-stigned that it will not seecute any writing or do any act whatsceaver conflicting with these possents, and that it will a any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and to be such additional assignments and other writings and to be such additional assignments and other writings and to such additional assignments and other and obtaining original, provisionals, not provisionals, confluentions, and obtaining prospecutions, divisionals, networks; reissues, rewarnined or extended to these Petern of the United States, or of any and all tonight confluentions in the United States, or of any and all tonight countries, on said Patient Rights, and execute confirmativing sessignments are and or recording in foreign plant of lices, and in enforcing any rights or otheres in action patient of such Patient Rights and or excelling in foreign plant of lices, and in enforcing any rights or otheres in action patient of such Patient Rights. by giving

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Attorney Decket No. P222660.US.01

testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statemonts and other affidavits. It being understood that the tolegoing coverant and agreement shall bind, and inure to the bonefit of, the assigns and legal representatives of both nation. UPON SAID CONSIDERATION, Assignor represents and wearante that Assignor has the right, little, and authority to execute this Assignment and to convey any and all right, little, and interest in the Patient Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patient Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patient in the U.S. and any and all foreign countries and regions, in its own name if destind, and additionally to claim priority to the liting date of the Provisional Application and otherwise take accantage of the provisions of any airlemaindal conventions.

IN WITNESS WHEREOF, the Assignor hereunio has executed this Assignment upon the date indicated below.

Date: 21 6 11 By: By: Desmond John Pynn

IN WITNESS WHEREOF, the Assigner hereunte has executed this Assignment upon the date indicated below.

d indicated Delow.

By John Edwaro Grant IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

By: Stuart Maxwell Darling

Date;

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date:

By: Thomas Chenyan

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EXHIBIT A (continued)

RECORDED: 08/07/2012

Attorney Docket No. P222660.US.01	ACCEPTANCE OF ASSIGNMENT	The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.	IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.	ION Geophysical Corporation	Date: By: Name:	Title:	COUNTY OF SS	On this day of the said county personally appeared. The said county, personally appeared the said county, personally appeared the said county seems and said said said said said said said sai
EXHIBIT A (continued)	Attorney Dackat No. P222660, U.S. 01		STATE OF	On this day of 2011, before me a Notary Public in and for said county, personally appeared Thomas Chertyan who excuped the foregoing instrument and addressed that he stinned exalent and relineated the comment and the control of the	act for the purposes and considerations therein expressed. (SEAL)	Votan. D. His	My commission expires:	

My commission expires:			
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(SEAL)

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