

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3713380

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TGS-NOPEC GEOPHYSICAL COMPANY L.P.	06/27/2007
RECEIVING PARTY DATA	
Name:	TGS-NOPEC GEOPHYSICAL COMPANY
Street Address:	10451 CLAY ROAD
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77041
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6317695
CORRESPONDENCE DATA	
Fax Number:	(713)238-7161
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	annesullivan@andrewskurth.com
Correspondent Name:	ANDREWS KURTH LLP
Address Line 1:	600 TRAVIS, SUITE 4200
Address Line 4:	HOUSTON, TEXAS 77002
ATTORNEY DOCKET NUMBER:	226941
NAME OF SUBMITTER:	ANNE SULLIVAN
SIGNATURE:	/Anne Sullivan/
DATE SIGNED:	01/27/2016
Total Attachments: 2	
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source=TGS-NOPEC LP Assignment and Assumption #page2.tif	

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "*Agreement*") is made and entered into as of June 27, 2007, by and between TGS-NOPEC GEOPHYSICAL COMPANY L.P., a Delaware limited partnership (the "*Partnership*"), and TGS-NOPEC GEOPHYSICAL COMPANY, a Delaware corporation (the "*General Partner*").

NOW THEREFORE, for and in consideration of the premises and mutual covenants set forth herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Effective as of 11:59 p.m. Eastern Daylight Time on June 30, 2007 (the "*Effective Time*"), the Partnership hereby sells, assigns, transfers, sets over and delivers to the General Partner, its successors and assigns, forever, all of the following:

All right, title benefit, privileges and interest, inchoate or otherwise, in and to all property, real, personal, or mixed, tangible or intangible, and other assets of every kind and nature whatsoever that constitute or relate to the business of the Partnership, including but not limited to real estate, buildings, furniture, inventory, equipment, machinery, tools, patterns, goodwill, accounts receivable, bank accounts, cash, securities, claims, contract rights, patents (whether issued or pending) and trademarks (collectively, the "*Assets*"), as of the date hereof, and all of the Partnership's burdens, liabilities and obligations of every nature and kind whatsoever whenever accrued, including without limitation all accounts owed, all contract obligations, all accrued federal or state income taxes and interest or penalties thereon, and any other liabilities as of the date hereof (collectively, the "*Liabilities*").

2. Assumption. Effective as of the Effective Time, the General Partner hereby accepts all of the Assets in accordance with their respective terms, none of which shall be affected or impaired hereby, and agrees to observe, perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the Liabilities to be observed, performed, paid or discharged from and after the Effective Date; provided however, that the Partnership and the General Partner hereby specifically agree that the Partnership hereby transfers and the General Partner accepts the Liabilities only to the extent of the Assets simultaneously received hereunder and that the General Partner shall not be liable for any such Liabilities beyond the value, as of the date hereof, of the Assets.

3. Terms of the Plan of Dissolution and Liquidation. The assignment and assumption set forth in this Agreement is made in order to effectuate the distribution of the Partnership's assets pursuant to that certain Plan of Dissolution and Liquidation of the Partnership adopted by the Partnership, the General Partner and the Partnership's sole limited partner, TGS-NOPEC L.L.C., a Delaware limited liability company, on June 27, 2007.

4. Further Actions. The General Partner and the Partnership hereby agree that each of them will execute such further instruments and take such other actions as may in the opinion of either of them be reasonably necessary to evidence or perfect the assignment, transfer or

assumption of any Asset or Liability assigned or assumed hereby, or otherwise reasonably required to carry out the intentions of this Agreement.

5. Governing Law. This Agreement will be governed by the laws of the State of Delaware, without regard to conflicts of laws principles that would cause the laws of any other jurisdiction to apply.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

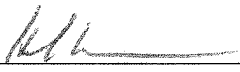
7. Entire Agreement. All terms, covenants and conditions of this Agreement are set forth herein and there are no warranties, agreements or understandings, expressed or implied, except such as are expressly set forth herein.

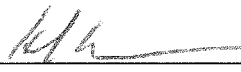
IN WITNESS of the foregoing, the parties to this Agreement have executed this Agreement as of the 27th day of June 2007.

TGS-NOPEC GEOPHYSICAL COMPANY, a
Delaware corporation

TGS-NOPEC GEOPHYSICAL COMPANY
L.P., a Delaware limited partnership

By: TGS-NOPEC Geophysical Company, a
Delaware corporation, its General Partner

By: 
Howard K. Selzer, V.P. Finance &
Administration

By: 
Howard K. Selzer, V.P. Finance &
Administration