

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7646724

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GLOBAL GEOPHYSICAL SERVICES, LLC	10/26/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GEOPHYSICAL TECHNOLOGY, INC.
<b>Street Address:</b>	800 MULBERRY LANE
<b>City:</b>	BELLAIRE
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77401
<b>PROPERTY NUMBERS Total: 9</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9798022
Patent Number:	8427900
Patent Number:	8416640
Patent Number:	7460437
Application Number:	14730548
Application Number:	13831161
Application Number:	13277181
Application Number:	11466298
Application Number:	14639088
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(832)201-4829
<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>	
<b>Phone:</b>	7135395006
<b>Email:</b>	faginr@xp-patents.com
<b>Correspondent Name:</b>	RICHARD A. FAGIN
<b>Address Line 1:</b>	P.O. BOX 593128
<b>Address Line 4:</b>	SAN ANTONIO, TEXAS 78259
<b>ATTORNEY DOCKET NUMBER:</b>	GTI-22-01
<b>NAME OF SUBMITTER:</b>	RICHARD A. FAGIN

<b>SIGNATURE:</b>	/Richard A. Fagin/
<b>DATE SIGNED:</b>	11/15/2022
<b>Total Attachments: 5</b> source=IP-Assignment-GGS-GTI-(final-executed-by-GTI)#page1.tif source=IP-Assignment-GGS-GTI-(final-executed-by-GTI)#page2.tif source=IP-Assignment-GGS-GTI-(final-executed-by-GTI)#page3.tif source=Exhibit A-Sales Agreement_GGS_GTI (final executed by GTI)#page1.tif source=Exhibit A-Sales Agreement_GGS_GTI (final executed by GTI)#page2.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "**Agreement**") dated as of October 26<sup>th</sup>, 2022, between Global Geophysical Services, LLC ("**Assignor**"), and Geophysical Technology, Inc. ("**Assignee**", and each of Assignor and Assignee, a "**Party**").

WHEREAS, Assignor owns all the right, title and interest in certain U.S. and corresponding foreign patents, patent applications, and registered trademarks listed on Schedule A attached hereto and certain other assets described herein (collectively, the "**Intellectual Property**");

WHEREAS, Assignor desires to transfer, grant, convey and assign to Grantee all of Grantor's right, title and interest in the Intellectual Property pursuant to this Agreement and subject to that certain Equipment Purchase and Sale Agreement, dated as of even date herewith, and by and among the parties hereto (the "**Purchase Agreement**"); and

WHEREAS, Assignee desires to accept from Assignor the conveyance of the Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The recitals above are hereby incorporated herein by reference for all purposes.

2. **Assignment.** Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor's right, title and interest in and to (a) the patents, patent applications and trademarks set forth in Schedule A hereto, (b) any trademark, service mark, trade name, domain name or other source identifier that is a derivative of or confusingly similar to any of the trademarks set forth in Schedule A hereto, (c) any other trademark, service mark, trade name, domain name or other source identifier that contains the term "Global Geophysical" or any term, design or other source identifier that is a derivative of or confusingly similar to the same or the design set forth in Schedule A hereto, (d) any registration or application for registration of any of the foregoing (including the registrations and applications for registration set forth in Schedule A hereto), (e) the website and the email addresses associated with Global Geophysical, Inc. or Global Geophysical, LLC, (f) any policies, procedures or systems including, but not limited to, finance and accounting and HSE, **and (g) any and all goodwill associated with any of the foregoing (collectively, the "Assigned Intellectual Property"), as well as any marketing materials of Assignor.**

3. **Cooperation.** The Parties shall, and shall cause their employees, affiliates, successors and assigns to, execute all documents and take all additional steps reasonably necessary to effect the intent of this Agreement.

3. **DISCLAIMER; LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE ASSIGNED INTELLECTUAL PROPERTY IS ASSIGNED AND ASSUMED ON AN "AS IS" BASIS WITH NO REPRESENTATIONS OR WARRANTIES, AND ASSIGNOR HEREBY EXCLUDES AND DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE ASSIGNED INTELLECTUAL PROPERTY, INCLUDING THOSE REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ANY WARRANTIES IMPLIED BY ANY COURSE OF

DEALING OR TRADE USAGE. ASSIGNOR SHALL NOT BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT EVEN IF ASSIGNEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPTING ASSIGNOR'S EXPRESS REPRESENTATION AND WARRANTY THAT ASSIGNOR OWNS ALL RIGHT, TITLE AND INTEREST IN THE ASSIGNED INTELLECTUAL PROPERTY, HAS THE FULL RIGHT AND POWER TO MAKE THE ASSIGNMENT CONTEMPLATED BY THIS AGREEMENT, AND HAS NOT AND SHALL NOT TAKE ANY ACTION ADVERSE TO SUCH RIGHT, POWER AND INTEREST IN FAVOR OF ANY THIRD PARTY.

4. General Provisions. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Agreement, along with Schedule A, and, as applicable, the Purchase Agreement, constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the Parties with respect thereto. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by the Parties. The failure of a Party to enforce any terms or provisions of this Agreement shall not result in the waiver by such Party of any of its rights under such terms or provisions. If any provision of this Agreement is determined to be invalid or unenforceable, then the remainder of the Agreement shall remain valid and enforceable as if the Agreement did not contain the invalid or unenforceable provision. Assignor shall take any other action at Assignee's cost and expense that may be necessary for Assignee to perfect its interest in the Assigned Intellectual property.

5. Governing Law. This Agreement shall be subject to and governed by the laws of the State of Texas without regard to the conflict of law rules of such state.

*[Signature page follows.]*

IN WITNESS WHEREOF, this Agreement has been duly executed by both parties, effective as of the Effective Date.

For ASSIGNEE:

**GLOBAL GEOPHYSICAL SERVICES, LLC.**

Signature: Sean M. Gore

Name: Sean Gore

Title: President & Chief Executive Officer

Email: Sean.Gore@GlobalGeophysical.com

Date: October 26, 2022

For ASSIGNOR:

**Geophysical Technology Inc.**

Signature: [Signature]

Name: Richard Degner

Title: President & Chief Executive Officer

Email: Richard.Degner@GeophysicalTechnology.com

Date: 26th October 2022



the email addresses associated with Global Geophysical, Inc. or Global Geophysical, LLC, (f) any policies, procedures or systems including, but not limited to, finance and accounting and HSE, and (g) any goodwill associated with any of the foregoing, as well as any marketing materials of SELLER.

#### Patents

Title	Jurisdiction	Patent Number	Issue Date
Selection of Receiver Line Orientation for Seismic Data Acquisition Array (assigned to Wilmington Savings Fund Society, FSB 10/3/16)	US	9798022	10/24/17
Method for Deployment of Seismic Recorder Array with Removable Data Recorders (released by Wilmington Trust, NA back to GGS 10/4/16)		8427900	
Method for Optimizing Offset Distribution of Cross Spread 3-D Seismic Surveys Using Variable Shot Line Length (released by Wilmington Trust, NA, back to GGS 10/4/16)		8416640A	
Seismic Data Processing Method and System for Migration of Seismic Signals Incorporating Azimuthal Variations in the Velocity (released by Wilmington Trust, NA, back to GGS 10/4/16)		7460437	

#### Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
Method for a Radiator EGS to Harvest Geothermal Energy (with The Johns Hopkins University)	US	14/730548	6/4/15
Seismic Data Acquisition Module with Broadband Antenna and Corresponding Systems, Devices, Components and Methods	US	13/831161	3/14/13
Seismic Data Acquisition Array and Corresponding Method (assigned to TPG Specialty Lending, Inc., as collateral agent)	US	13/277181	1/1/13
Autonomous Seismic Data Acquisition Unit	US	11/466298	8/22/06
Synchronization-Free Pipeline Leak Detection System and Method (released by Wilmington Trust, NA back to GGS 10/4/16)	US	14/639088	3/4/15



# Trademark Applications and Registrations

Mark	Jurisdiction	Application/ Registration Number	Filing Date	Registration Date	Status
Global Geophysical Services & Design	US	3,040,806	10/4/2004	1/10/2006	Cancelled (failure to file declaration of use)
Global	US	86/067,365	9/17/2013	n/a	Abandoned
Global Geophysical Services & Design (a/k/a the Global logo)	US	86/067,347	9/17/2013	n/a	Abandoned
Global Geophysical Services	US	86/067,358	9/17/13	n/a	Abandoned
Exciting the Planet	US	3198605	2/27/06	1/16/07	Live

Global Geophysical Services, LLC.

32418 Edgewater Dr • Magnolia, TX 77354-2166 • (713) 808 7264 Jeffery • (713) 360 5888 Michael

**PATENT**

**RECORDED: 11/15/2022**

**REEL: 061781 FRAME: 0979**