

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Volnay Acquisition Co. II		01/12/2007	CORPORATION: DELAWARE
CGG Americas Inc.		01/12/2007	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

Name:	Credit Suisse, Cayman Islands Branch, as Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank:

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2896319	SMART ANSWERS TO COMPLEX QUESTIONS
Registration Number:	2554901	VERITAS
Registration Number:	2241007	
Registration Number:	2554898	VERITAS DGC
Registration Number:	1660811	CGG MEGAREGIONAL
Registration Number:	1660812	MEGAREGIONAL

**CORRESPONDENCE DATA**

Fax Number: (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-783-2700  
 Email: oleh.hereliuk@federalresearch.com  
 Correspondent Name: CBCInnovis dba Federal Research  
 Address Line 1: 1023 Fifteenth Street, NW, Ste 401  
 Address Line 2: attn: Oleh Hereliuk

CH \$165.00 2896319

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 378397

NAME OF SUBMITTER: LaKeeshia Saunders

Signature: /LS/

Date: 02/23/2007

Total Attachments: 11  
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**RECORDATION FORM COVER SHEET**  
**TRADEMARKS ONLY**

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<b>1. Name of conveying party(ies):</b> Volnay Acquisition Co. II CGG Americas Inc.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies)</b> Name: <u>Credit Suisse, as Collateral Agent</u> Internal Address: _____  Street Address: <u>11 Madison Avenue</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10010</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Bank</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>	
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other  Execution Date: <u>January 12, 2007</u>			
<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s)  PLEASE SEE ATTACHED  Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		B. Trademark Registration No.(s)  PLEASE SEE ATTACHED	
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Oleh Hereliuk</u>  Internal Address: <u>Federal Research Corporation</u>  _____  Street Address: <u>1023 15th Street, NW</u>  <u>Suite 401</u>  City <u>Washington</u> State: <u>DC</u> Zip: <u>20005</u>		<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">6</span>  <b>7. Total fee (37 CFR 3.41).....\$</b> _____ <input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account	
		<b>8. Deposit account number:</b>  _____  <small>(Attach duplicate copy of this page if paying by deposit account)</small>	
<b>DO NOT USE THIS SPACE</b>			
<b>9. Statement and signature.</b> <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>  Greg Serebuoh _____ <i>Gregory Serchot</i> _____ <u>2/14/07</u> Name of Person Signing                              Signature                              Date  <small>Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">11</span></small>			

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT dated as of January 12, 2007 (this "**Agreement**"), among Volnay Acquisition Co. II, a Delaware Corporation ("**Volnay II**"), CGG Americas Inc., a Texas corporation ("**CGG Americas**"), and Veritas Geophysical Corporation, a Delaware corporation ("**Veritas Geophysical**" together with Volnay II and CGG Americas, each a "**Grantor**" and collectively the "**Grantors**") 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 Volnay Acquisition Co. I, a Delaware Corporation (the "**Borrower**"), certain other subsidiaries of Compagnie Générale de Géophysique, a *société anonyme* incorporated under the laws of France (registration number 969 202 241 RCS Evry) ("**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. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

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 "**Trademark Collateral**"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "**Trademarks**");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.


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 Trademark 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.

VOLNAY ACQUISITION CO. II,

by:

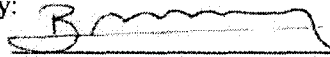
  
Name: Thierry LE ROUX  
Title: President

[[NYCORP:2671574v3:4440D:01/10/07--12:39 a]]

TRADEMARK  
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CGG AMERICAS INC.,

by:



Name: Robert BRUNCK

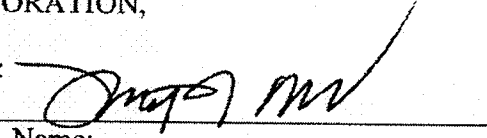
Title: Chairman

[[NYCORP:2671574v3:4440D:01/10/07-12:39 a]]

TRADEMARK  
REEL: 003487 FRAME: 0549

VERITAS GEOPHYSICAL  
CORPORATION,

by:

A handwritten signature in black ink, appearing to be "D. J. M.", written over a horizontal line.

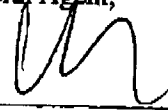
Name:

Title:



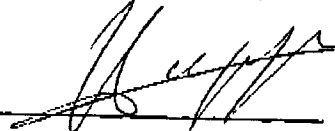
**CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as Collateral Agent,**

by:



Name: \_\_\_\_\_  
Title: CASSANDRA DROOGAN  
VICE PRESIDENT

by:



Name: \_\_\_\_\_  
Title: LAURENCE LAPEYRE  
ASSOCIATE

[[2671574]]

TRADEMARK/TRADE NAMES OWNED BY VOLNAY ACQUISITION CO II  
(FORMERLY VOLNAY ACQUISITION CO I, VERITAS DGC INC.)

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Smart Answers to Complex Questions	10/19/2002	2896319
Veritas	04/02/2002	2554901
Veritas (logo)	04/20/1999	2241007
Veritas DGC	04/02/2002	2554898

*U.S. Trademark Applications*

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
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*State Trademark Registrations*

<u>State</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
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*Non-U.S. Trademark Registrations*

<u>Country</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Argentina	Veritas (logo)	01/08/1998	[Application Nos.: 1654862; 1654863]
Australia	Veritas (logo)	08/03/1996	[Application No.: 716392]
Benelux	Veritas (logo)	09/25/1996	[Application No.: 601717]
Canada	Veritas DGC	02/11/2002	1780-01402
Canada	Veritas	02/12/2002	1780-01502
Canada	Veritas DGC Design	08/15/1997	TMA480683
Canada	Veritas (logo)		[Application No.:480683]
Ecuador	Veritas (logo)	04/02/1998	[Application No.: 56998]
Peru	Veritas (logo)	02/11/1997	[Application No.:

Singapore	Veritas (logo)	07/11/2006	009850]
United Kingdom	Veritas (logo)	09/05/1996	T96/109081
Venezuela	Veritas (logo)	12/20/2002	[Application No.: S021580]

*Non-U.S. Trademark Applications*

<u>Country</u>	<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
	None		

*Trade Names*

<u>Country(s) Where Used</u>	<u>Trade Names</u>
	None

TRADEMARK/TRADE NAMES OWNED BY CGG AMERICAS INC.

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
CGG MEGAREGIONAL	10/15/1991	1660811
MEGAREGIONAL	10/15/1991	1660812

*U.S. Trademark Applications*

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
None		

*State Trademark Registrations*

<u>State</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
None			

*Non-U.S. Trademark Registrations*

<u>Country</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
None			

*Non-U.S. Trademark Applications*

<u>Country</u>	<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
None			

*Trade Names*

<u>Country(s) Where Used</u>	<u>Trade Names</u>
None	

TRADEMARK/TRADE NAMES OWNED BY VERITAS GEOPHYSICAL CORPORATION

*U.S. Trademark Registrations*

	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
None			

*U.S. Trademark Applications*

	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
None			

*State Trademark Registrations*

<u>State</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
None			

*Non-U.S. Trademark Registrations*

<u>Country</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
None			

*Non-U.S. Trademark Applications*

<u>Country</u>	<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
Canada	FASTTRAC EXPLORATION	04/21/2004	1214107
Mexico	FASTTRAC EXPLORATION	04/23/2004	656454

*Trade Names*

<u>Country(s) Where Used</u>	<u>Trade Names</u>
	None