# OP \$40.00 771188

#### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement Supplement

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Autoseis, Inc.		04/30/2010	CORPORATION: TEXAS

#### **RECEIVING PARTY DATA**

Name:	Bank of America, N.A.
Street Address:	901 Main Street
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Banking Association: UNITED STATES

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77118817	AUTOSEIS

#### **CORRESPONDENCE DATA**

Fax Number: (713)222-3291

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 713.221.3306

Email: constance.rhebergen@bgllp.com
Correspondent Name: Constance Gall Rhebergen
Address Line 1: 711 Louisiana Street

Address Line 2: Suite 2300

Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	060877.091210
NAME OF SUBMITTER:	Constance Gall Rhebergen
Signature:	/Constance Gall Rhebergen/
Date:	06/25/2010
	TRADEMARK

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# Total Attachments: 4

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### TRADEMARK SECURITY AGREEMENT SUPPLEMENT

WHEREAS, Autoseis, Inc., a Texas corporation (herein referred to as the "Debtor"), having an address at 13927 South Gessner Road, Missouri City, Texas 77489, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks");

**WHEREAS**, the Debtor is a subsidiary of Global Geophysical Services, Inc., a Delaware corporation (the "Borrower");

**WHEREAS**, the Borrower has entered into a Credit Agreement dated as of April 30, 2010 (as amended, amended and restated, supplemented, extended, or otherwise modified from time to time, the "Credit Agreement") with the financial institutions from time to time party thereto (the "Lenders"), and Bank of America, N.A., in its capacity as administrative agent (in such capacity, the "Administrative Agent"), Swing Line Lender and L/C Issuer;

WHEREAS, in connection with the Credit Agreement, the Borrower, the Debtor and certain subsidiaries of the Borrower have entered into a Security Agreement (as amended, amended and restated, supplemented, extended, or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent, pursuant to which the Debtor has granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations (as defined in the Security Agreement), a security interest in all right, title and interest of the Debtor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Debtor, and all reissues, extensions or renewals thereof, all Trademark Licenses (as defined in the Security Agreement) and all proceeds thereof, including, without limitation, any claims by the Debtor against third parties for infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby further confirm, and put on the public record, its grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the grant of, security interest in and mortgage on the

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Collateral made hereby 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.

The Administrative Agent's address is 901 Main Street, Dallas, Texas 75202.

#2362841

IN WITNESS WHEREOF, Autoseis, Inc. has duly executed or caused this Supplement to the Security Agreement to be duly executed as of the date first written above.

**AUTOSEIS, INC.** 

RA:

P. Mathew Verghese

Senior Vice President and Chief Financial

Officer

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# SCHEDULE 1-A TO THE TRADEMARK SECURITY AGREEMENT SUPPLEMENT

Country	Trademark	Registration No.	Status
N/A	N/A	N/A	N/A

# **PENDING TRADEMARK APPLICATIONS**

Country	Trademark	Application No.	Status
US	"AutoSeis"	77118817,	Pending
		February 28, 2007	_

Schedule 1-A to Trademark Security Agreement Supplement

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**RECORDED: 06/25/2010** 

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