

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	Trademark Security Agreement Supplement between Global Microseismic Services, Inc. and Bank of America, N.A., dated 4/30/2012																										
CONVEYING PARTY DATA																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Global Microseismic Services, Inc.</td> <td></td> <td>04/30/2012</td> <td>CORPORATION: TEXAS</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Global Microseismic Services, Inc.		04/30/2012	CORPORATION: TEXAS																
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CORRESPONDENCE DATA																											
<p>Fax Number: 7132211212</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 713.221.1564</p> <p>Email: jeanne.dunn@bgllp.com</p> <p>Correspondent Name: Jeanne E. Dunn</p> <p>Address Line 1: P.O. Box 61389</p> <p>Address Line 4: Houston, TEXAS 77208</p>																											
ATTORNEY DOCKET NUMBER:	060877.091210																										
NAME OF SUBMITTER:	Jeanne E. Dunn																										
Signature:	/Jeanne E. Dunn/																										

Date:

05/04/2012

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

WHEREAS, Global Microseismic Services, 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"); and

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.

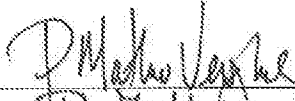
The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the grant of, security interest in and mortgage on the

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.

IN WITNESS WHEREOF, Global Geophysical Services, Inc. has duly executed or caused this Supplement to the Security Agreement to be duly executed as of April 30, 2012.

**GLOBAL MICROSEISMIC SERVICES,
INC.**

By: 
Name: P. Matthew Verghese
Title: Sr. VP and CFO

SCHEDULE 1-A TO THE TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TRADEMARKS

Country	Trademark	Registration No.	Status
United States	Global Microseismic Services	3,930,326	Registered March 8, 2011