

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien IP Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pinnacle Midco S.A.R.L.		07/30/2012	Private Limited Liability Company: LUXEMBOURG
Pinnacle Holdco S.A.R.L.		07/30/2012	Private Limited Liability Company: LUXEMBOURG
Paradigm Services Corp.		07/30/2012	CORPORATION: DELAWARE
Paradigm Geophysical Corp.		07/30/2012	CORPORATION: DELAWARE
Pinnacle (US) Acquisition Co Limited		07/30/2012	CORPORATION: DELAWARE
Paradigm Geoservices Canada Ltd.		07/30/2012	CORPORATION: CANADA
Paradigm Ltd.		07/30/2012	Exempted Company: CAYMAN ISLANDS
Paradigm Sciences Ltd.		07/30/2012	Exempted Company: CAYMAN ISLANDS
Paradigm Worldwide Ltd.		07/30/2012	Exempted Company: CAYMAN ISLANDS
Pinnacle (Gibraltar) Acquisition Co Limited		07/30/2012	Company Limited by Shares: GIBRALTAR
Paradigm Geophysical Limited		07/30/2012	Private Corporation: ISRAEL
Paradigm Luxembourg Holdings S.A.R.L.		07/30/2012	Private Limited Liability Company: LUXEMBOURG
Paradigm Geophysical (Luxembourg), S.A.R.L.		07/30/2012	Private Limited Liability Company: LUXEMBOURG
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 34			

900230369

TRADEMARK
 REEL: 004836 FRAME: 0944

CH \$865.00 77539033

Property Type	Number	Word Mark
Serial Number:	77539033	ECHOS
Registration Number:	3331377	A VISION FOR ENERGY
Registration Number:	3341299	A VISION FOR ENERGY
Registration Number:	1764316	GEODEPTH
Registration Number:	1756623	GEOSEC
Registration Number:	3044904	INTERPRET
Registration Number:	3482158	STRATIMAGIC
Registration Number:	3320288	SYSDRILL
Registration Number:	2581333	GEOLOG
Registration Number:	2600579	SOLIDGEO
Registration Number:	2625099	VOXELGEO
Registration Number:	3570560	SKUA
Registration Number:	3643333	CERTAIN VISION
Registration Number:	3672195	DIRECTORGEO
Registration Number:	4115259	EARTHSTUDY 360
Registration Number:	3736062	EARTHSTUDY 360
Registration Number:	3672183	EPOS
Registration Number:	3743868	FASTVEL
Registration Number:	3675803	GEOSTEER
Registration Number:	3647011	OPENGEO
Registration Number:	3672182	OPSLINK
Registration Number:	3939446	PARADIGM
Serial Number:	85048798	REDEFINING INTERPRETATION
Registration Number:	3751219	ROCK & FLUID CANVAS
Registration Number:	3654070	SEISEARTH
Registration Number:	3743869	SEISFACIES
Registration Number:	3939447	
Registration Number:	3790019	STRATEARTH
Registration Number:	3738969	UVT TRANSFORM
Registration Number:	3643464	VISION IS CERTAINTY
Registration Number:	3420035	PARADIGM
Registration Number:	3138240	PARADIGM THE GEOSCIENCE KNOWLEDGE COMPANY
Serial Number:	77634230	PROBE
Registration Number:	3735965	HIGHER ORDER WORKFLOW

TRADEMARK

REEL: 004836 FRAME: 0945

Fax Number: 3026365454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	302225
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Jean Paterson
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Signature:	/jep/
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Date:	08/06/2012
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Total Attachments: 52

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

PINNACLE MIDCO S.À R.L.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Private Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Luxembourg

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 30, 2012

- Assignment
- Security Agreement
- Other Second Lien IP Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Royal Bank of Canada, as Collateral Agent

Street Address: 20 King Street West, 4th Floor

City: Toronto

State: ON

Country: CA Zip: M5H 1C4

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

77/539033

B. Trademark Registration No.(s)

3,331,377

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jennifer Riehl, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3788

Docket Number: _____

Email Address: jriehl@cahill.com

6. Total number of applications and registrations involved:

34

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

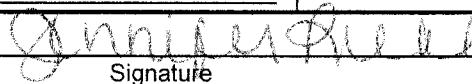
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

August 2, 2012

Date

Jennifer Riehl

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

52

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ITEM 1 (cont'd)
to Trademarks Recordation Form Cover Sheet

Additional Conveying Parties

Entity	Jurisdiction of Organization	Type of Entity	Citizenship
Pinnacle Holdco S.à r.l.	Luxembourg	Private Limited Liability Company	Luxembourg
Paradigm Services Corp.	Delaware, United States	Corporation	Delaware, United States
Paradigm Geophysical Corp.	Delaware, United States	Corporation	Delaware, United States
Pinnacle (US) Acquisition Co Limited	Delaware, United States	Corporation	Delaware, United States
Paradigm Geoservices Canada Ltd.	Alberta, Canada	Corporation	Alberta, Canada
Paradigm Ltd.	Cayman Islands	Exempted Company	Cayman Islands
Paradigm Sciences Ltd.	Cayman Islands	Exempted Company	Cayman Islands
Paradigm Worldwide Ltd.	Cayman Islands	Exempted Company	Cayman Islands
Pinnacle (Gibraltar) Acquisition Co Limited	Gibraltar	Company Limited By Shares	Gibraltar
Paradigm Geophysical Limited	Israel	Private Corporation	Israel
Paradigm Luxembourg Holdings S.à r.l.	Luxembourg	Private Limited Liability Company	Luxembourg
Paradigm Geophysical (Luxembourg) S.à r.l.	Luxembourg	Private Limited Liability Company	Luxembourg

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

dated as of

July 30, 2012

among

CERTAIN SUBSIDIARIES OF
PINNACLE MIDCO S.À R.L.,
collectively, the Initial Grantors,

and

ROYAL BANK OF CANADA,
as Collateral Agent

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Schedules

SCHEDULE I Intellectual Property

Exhibits

EXHIBIT I Form of Short Form Intellectual Property Security Agreement
EXHIBIT II Form of Intellectual Property Security Agreement Supplement

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of July 30, 2012, among the Persons listed on the signature pages hereof (collectively, the “Initial Grantors”), Holdings (as defined below), and ROYAL BANK OF CANADA (“RBC”), as Collateral Agent for the Secured Parties.

Reference is made to that certain Second Lien Credit Agreement dated as of July 30, 2012 (as amended, restated, amended and restated, extended, replaced, refinanced, supplemented or otherwise modified from time to time, the “Credit Agreement”), among PINNACLE HOLDCO S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 41, boulevard Prince Henri, L-1724 Luxembourg, registered with the Luxembourg register of trade and companies under number B 165.238 and with a share capital of \$449,308,425 (the “Parent Borrower”), PINNACLE (US) ACQUISITION CO LIMITED, a Delaware corporation (the “US Borrower” and together with the Parent Borrower, the “Borrowers”), PINNACLE MIDCO S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 41, boulevard Prince Henri, L-1724 Luxembourg, registered with the Luxembourg register of trade and companies under number B 169.225 and with a share capital of \$449,582,365 (“Holdings”), RBC, as administrative agent (in such capacity and together with its successors and assigns, the “Administrative Agent”), and collateral agent (in such capacity and together with its successors and assigns, the “Collateral Agent”), and each Lender from time to time party thereto. The Lenders have agreed to extend credit to the Borrowers 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. Holdings and each other Grantor are Affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers 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:

ARTICLE I

DEFINITIONS

SECTION 1.01. Credit Agreement.

(a) Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement. All terms defined in the New York UCC (as defined herein) and not defined in this Agreement have the meanings specified therein; the term “instrument” shall have the meaning specified in Article 9 of the New York UCC.

(b) The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

SECTION 1.02. Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“Agreement” means this Second Lien Intellectual Property Security Agreement.

“Claiming Party” has the meaning assigned to such term in Section 4.01.

“Collateral” has the meaning assigned to such term in Section 2.01(a).

“Contributing Party” has the meaning assigned to such term in Section 4.01.

“Copyright License” means any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now owned or hereafter acquired by any Grantor or that such Grantor otherwise has the right to license, or granting any right to any Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

“Copyrights” means all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations in the United States Copyright Office, including those listed on Schedule I.

“Credit Agreement” has the meaning assigned to such term in the preliminary statement of this Agreement.

“First Lien Collateral Agent” means UBS AG, Stamford Branch, as collateral agent under the First Lien Intellectual Property Security Agreement and its successors and assigns.

“First Lien Intellectual Property Security Agreement” means that certain First Lien Intellectual Property Security Agreement (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time), dated as of the date hereof, by and among the Initial Grantors and the First Lien Collateral Agent.

“Grantor” collectively, the Initial Grantors and any Person that executes and delivers a Security Agreement Supplement pursuant to Section 5.14.

“Initial Grantors” has the meaning assigned to such term in the preliminary statement of this Agreement.

“Intellectual Property” means all intellectual and similar property of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other proprietary data or information, the intellectual property rights in software and databases and related documentation, and all additions and improvements to any of the foregoing.

“Intellectual Property Security Agreement Supplement” means an instrument in the form of Exhibit II hereto.

“Intellectual Property Register” means each of (i) the United States Patent and Trademark Office or United States Copyright Office, (ii) the Office for Harmonisation in the Internal Market, (ii) the United Kingdom Intellectual Property Office, (iv) the European Patent Office, and (v) the Canadian Intellectual Property Office (or any successor office), and collectively, the “Intellectual Property Registers”.

“License” means any Patent License, Trademark License, Copyright License or other Intellectual Property license or sublicense agreement to which any Grantor is a party.

“New York UCC” means the Uniform Commercial Code as from time to time in effect in the State of New York.

“Patent License” means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now owned or hereafter acquired by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now owned or hereafter acquired by any third party, and all rights of any Grantor under any such agreement.

“Patents” means all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or the equivalent thereof in any other country, all registrations thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule I, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

“Perfection Information” means the schedules and attachments in the form of Schedule II to the Second Lien Security Agreement, completed and supplemented as contemplated thereby.

“Security Interest” has the meaning assigned to such term in Section 2.01(a).

“Trademark License” means any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now owned or hereafter acquired by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now owned or hereafter acquired by any third party, and all rights of any Grantor under any such agreement.

“Trademarks” means all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, domain 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 owned or hereafter used, adopted or acquired, and all registrations and 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, and (b) all goodwill associated therewith or symbolized thereby.

ARTICLE II

SECURITY INTERESTS

SECTION 2.01. Security Interest.

(a) As security for the payment or performance, as the case may be, in full of the Obligations (or solely its Obligations in the case of any Grantor incorporated or organized under the laws of Canada or any province or territory thereof), including the Guaranty, each Grantor hereby assigns and charges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “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 “Collateral”):

- (i) all Copyrights;
- (ii) all Patents;
- (iii) all Trademarks;
- (iv) all Licenses;
- (v) all other Intellectual Property; and
- (vi) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all supporting obligations, collateral security and guarantees given by any Person with respect to any of the foregoing.

provided, however, that notwithstanding any of the other provisions herein (and notwithstanding any recording of the Collateral Agent's Lien made in the Intellectual Property Registers (if and to the extent perfection may be achieved by such filing), or other registry office in any other jurisdiction), this Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is prohibited by any rule of law, statute or regulation or is prohibited by, or constitutes a breach or default under or results in the termination of or gives rise to any right of acceleration, modification or cancellation under any contract, license, agreement, instrument or other document evidencing or giving rise to a Grantor's right to use such property, or would result in the forfeiture of the Grantors' rights in the property including, without limitation, any Trademark applications filed in the United States Patent and Trademark Office on the basis of such Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application; and provided further, that this Agreement shall only constitute a grant of a security interest in Trademarks (and not an assignment by way of security thereof).

(b) Each Grantor hereby irrevocably authorizes the Collateral Agent for the benefit of the Secured Parties at any time and from time to time to file in any relevant jurisdiction any initial financing statements with respect to the Collateral or any part thereof and amendments thereto that contain the information required by Article 9 of the Uniform Commercial Code or the analogous legislation of each applicable jurisdiction for the filing of any financing statement or amendment, including whether such Grantor is an organization, the type of organization of such Grantor, any organizational identification number issued to such Grantor and the jurisdiction of the location of such Grantor's place of business or chief executive office if such Grantor has more than one place of business only so long as the jurisdiction of such location is relevant to the validity, the perfection, the effect of perfection or non-perfection and the priority of a security interest in the Collateral pursuant to applicable personal property security laws in Canada and its provinces and territories. Each Grantor agrees to provide such information to the Collateral Agent promptly upon request.

The Collateral Agent is further authorized to file with the applicable Intellectual Property Register such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor (only if such signature cannot reasonably be obtained by the Collateral Agent), and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

(c) The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

SECTION 2.02. Representations and Warranties. Each Grantor represents and warrants to the Collateral Agent and the other Secured Parties that:

(a) Schedule I hereto sets forth a list of all registrations and applications for registration of Copyrights, Patents and Trademarks owned as of the date hereof by each Grantor. Except as would not, either individually or in the aggregate, be expected to have a Material Adverse Effect, each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval that has been obtained.

(b) The Perfection Information has been duly prepared, completed and executed and the information set forth therein, including the exact legal name of each Grantor, is correct and complete in all material respects as of the Closing Date.

(c) The Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations prepared by the Collateral Agent based upon the information provided to the Collateral Agent in the Perfection Information for filing in each governmental, municipal or other office specified in Schedule 5 to the Perfection Information (or specified by notice from the Parent Borrower to the Collateral Agent after the Closing Date in the case of filings, recordings or registrations required by Section 6.11 of the Credit Agreement), are all the filings, recordings and registrations (other than (i) filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States registrations and applications for Patents, Trademarks and Copyrights and (ii) filings with each Intellectual Property Register as indicated in Section 2.02(e), (f), (g) and (h)) that are necessary to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions and Canada (or any political subdivision thereof) and its provinces and territories, and, subject to Section 2.02(a), (e), (f), (g) and (h), no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements or financing change statement.

(d) Each Grantor represents and warrants that a fully executed agreement in the form of Exhibit I hereto and containing a description of all Collateral consisting of United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights has been delivered to the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to establish a valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of all Collateral consisting of registrations and applications for Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions under the Federal intellectual property laws, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary (other than (i) such filings and actions as are necessary to perfect the Security

Interest with respect to any Collateral consisting of registrations and applications for Patents, Trademarks and Copyrights acquired or developed by any Grantor after the date hereof, (ii) such actions as may be required under the laws of jurisdictions outside the United States with respect to Collateral created under such laws, and (iii) the filing of Uniform Commercial Code financing and continuation statements contemplated in subsection (ii) of this Section 2.02(d)).

(e) Each Grantor represents and warrants that a fully executed agreement in the form of Exhibit I hereto and containing a description of all Collateral consisting of Intellectual Property with respect to issued Canadian Patents (and Patents for which registration applications are pending), registered Canadian trade-marks (and trade-marks for which registration applications are pending other than trade-mark applications filed on an "intent-to-use" basis until such time as a statement of use is filed with and duly accepted by the Canadian Intellectual Property Office) and registered Canadian Copyrights (and Copyrights for which registration applications are pending), in each case owned by such Grantor, has been delivered to the Collateral Agent for recording with the Canadian Intellectual Property Office pursuant to the Canadian Patent Act R.S.C. 1985, c. P-4, Trade-marks Act R.S.C. 1985, c. T-13, and Copyright Act, R.S.C. 1985, c. C-42 and the regulations thereunder, as applicable, to provide notice of agreements to effect a legal, valid and perfected security interest in favor of the Collateral Agent, for the benefit of the Secured Parties.

(f) Each Grantor represents and warrants that a fully executed agreement in the form of Exhibit I hereto and containing a description of all Collateral consisting of Intellectual Property with respect to issued United Kingdom Patents (including European Patents that have entered the national phase in the United Kingdom) (and Patents for which registration applications are pending) and registered United Kingdom Trademarks (and Trademarks for which registration applications are pending), in each case owned by such Grantor, has been delivered to the Collateral Agent for recording with the United Kingdom Intellectual Property Office to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent, for the benefit of the Secured Parties, in respect of all Collateral consisting of such intellectual property in which a security interest may be perfected by recording with the United Kingdom Intellectual Property Office, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of United Kingdom Patents and Trademarks (or applications for registration thereof) acquired or developed after the Closing Date.

(g) Each Grantor represents and warrants that a fully executed agreement in the form of Exhibit I hereto and containing a description of all Collateral consisting of Intellectual Property with respect to pending European Patents, in each case owned by such Grantor, has been delivered to the Collateral Agent for recording with the European Patent Office to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent, for the benefit of the Secured Parties, in respect of all Collateral consisting of such intellectual property in which a security interest may be perfected by recording with the European Patent Office, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of European Patents (or applications for registration thereof) acquired or developed after the Closing Date.

(h) Each Grantor represents and warrants that an Intellectual Property Security Agreement containing a description of all Collateral consisting of Intellectual Property with respect to registered Community Trademarks (and Community Trademarks for which registration applications are pending), in each case owned by such Grantor, has been delivered to the Collateral Agent for recording with the Office for Harmonisation in the Internal Market to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent, for the benefit of the Secured Parties, in respect of all Collateral consisting of such intellectual property in which a security interest may be per-

fectured by recording with the Office for Harmonisation in the Internal Market, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Community Trademarks (or applications for registration thereof) acquired or developed after the Closing Date.

(i) The Security Interest constitutes (i) a legal, valid security interest in all the Collateral securing the payment and performance of the Obligations (or solely its Obligations in the case of any Grantor incorporated or organized under the laws of Canada or any province of territory thereof), including the Guaranty, (ii) subject to the filings described in Section 2.02(a)(d), (e), (f), (g) and (h), a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions and Canada (or any political subdivision thereof) and its provinces and territories pursuant to the Uniform Commercial Code and applicable personal property security laws in Canada and its provinces and territories and (iii) subject to Section 2.02(a), (e), (f), (g) and (h), a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement (or a fully executed short form agreement in form and substance reasonably satisfactory to the Collateral Agent and the Parent Borrower) with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, within the three-month period (commencing as of the date hereof) pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 or the one-month period (commencing as of the date hereof) pursuant to 17 U.S.C. § 205, each other Intellectual Property Register, as applicable (if and to the extent perfection may be achieved by such filing) and otherwise as may be required pursuant to the laws of any other necessary jurisdiction. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than (i) any nonconsensual Lien that is expressly permitted pursuant to Section 7.01 of the Credit Agreement and has priority as a matter of law and (ii) Liens expressly permitted pursuant to Section 7.01 of the Credit Agreement.

(j) The Collateral, which is owned, in whole or in part by any Grantor, is owned by such Grantor free and clear of any Lien, except for Liens expressly permitted pursuant to Section 7.01 of the Credit Agreement. None of the Grantors has filed or consented to the filing of (i) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (ii) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (iii) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 7.01 of the Credit Agreement.

(k) This Agreement has been duly executed and delivered by each Grantor that is party hereto. This Agreement constitutes a legal, valid and binding obligation of such Grantor, enforceable against each Grantor that is party hereto in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 2.03. Covenants.

(a) The Parent Borrower agrees promptly to notify the Collateral Agent in writing of any change (i) in legal name of any Grantor, (ii) in the identity or type of organization or corporate structure of any Grantor, (iii) in the jurisdiction of organization or incorporation of any Grantor or (iv) the jurisdiction of the location of its place of business or, if it has more than one place of business, the jurisdiction of the location of its chief executive office so long as any such change in jurisdiction is relevant to the validity, the perfection, the effect of perfection or non-perfection and the priority of a security interest

in the Collateral pursuant to applicable personal property security laws in Canada and its provinces and territories.

(b) Each Grantor shall, at its own expense, take any and all commercially reasonable actions necessary to defend title to the Collateral against all Persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 7.01 of the Credit Agreement.

(c) (i) Each quarter, at the time of delivery of quarterly financial statements with respect to the preceding fiscal quarter pursuant to Section 6.01 of the Credit Agreement, the Parent Borrower shall deliver to the Collateral Agent the information required pursuant to Sections 1 through 8 of the Perfection Information and (ii) annually, the Parent Borrower shall deliver to the Collateral Agent the information required pursuant to Section 10 of the Perfection Information, or confirm that there has been no change in such information since the date of such certificate or the date of the most recent certificate delivered pursuant to this Section 2.03(c).

(d) The Parent Borrower agrees, on its own behalf and on behalf of each other Grantor, (i) at the reasonable request of the Collateral Agent and at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents, and (ii) to take all such actions as the Collateral Agent may from time to time reasonably request, to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Collateral that is in excess of \$1,000,000 shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be promptly pledged or charged and delivered to the Collateral Agent, for the benefit of the Secured Parties, duly endorsed in a manner reasonably satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule I or adding additional schedules hereto to specifically identify any asset or item that may constitute a registration or application for Copyrights, Patents or Trademarks; provided that any Grantor shall have the right, exercisable within ten days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use commercially reasonable efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral.

(e) At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 7.01 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement and within a reasonable period of time after the Collateral Agent has requested that it do so, and each Grantor jointly and severally agrees to reimburse the Collateral Agent within ten days after demand for any payment made or any reasonable expense incurred by the Collateral Agent pursuant to the foregoing authorization; provided, however, Grantors shall not be obligated to reimburse the Collateral Agent with respect to any Intellectual Property Collateral which any Grantor has failed to maintain or pursue, or otherwise allowed to lapse, terminate or be put into the public domain, in accordance with Section 2.04(b). Nothing in this paragraph shall be interpreted as excusing any Grantor

from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

(f) Each Grantor (rather than the Collateral Agent or any Secured Party) shall remain liable (as between itself and any relevant counterparty) to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the other Secured Parties from and against any and all liability for such performance.

SECTION 2.04. Additional Covenants.

(a) Except to the extent failure to act could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, with respect to any registration or pending application of each item of its Collateral for which such Grantor has standing to do so, each Grantor agrees to take, at its expense, all reasonable steps, including, without limitation, in the applicable Intellectual Property Registers and any other governmental authority located in the United States, to (i) maintain the validity and enforceability of any registered Collateral (or applications therefor) in full force and effect, and (ii) pursue the registration and maintenance of each Patent, Trademark, or Copyright registration or application, now or hereafter included in such Collateral of such Grantor, including, without limitation, the payment of required fees and taxes, the filing of responses to office actions issued by each Intellectual Property Register or other governmental authorities, the filing of applications for renewal or extension, the filing of affidavits under Sections 8 and 15 or the U.S. Trademark Act, the filing of divisional, continuation, continuation-in-part, reissue and renewal applications or extensions, the payment of maintenance fees and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings.

(b) Except as could not reasonably be expected to have a Material Adverse Effect, no Grantor shall do or permit any act or knowingly omit to do any act whereby any of its Collateral may prematurely lapse, be terminated, or become invalid or unenforceable or placed in the public domain (or in the case of a trade secret, becomes publicly known).

(c) Except where failure to do so could not reasonably be expected to have a Material Adverse Effect, each Grantor shall take all reasonable steps to preserve and protect each item of its Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Trademarks, consistent with the quality of the products and services as of the date hereof.

(d) Each Grantor agrees that, should it obtain an ownership or other interest in any Collateral after the Closing Date (“After-Acquired Intellectual Property”) (i) the provisions of this Agreement shall automatically apply thereto and (ii) any such After-Acquired Intellectual Property shall automatically become part of the Collateral subject to the terms and conditions of this Agreement with respect thereto.

(e) Once every fiscal quarter of the Parent Borrower, with respect to issued or registered Patents (or published applications therefor), registered Trademarks (or applications therefor), and registered Copyrights, each Grantor shall sign and deliver to the Collateral Agent an appropriate supplement to this Agreement substantially in the form of Exhibit II hereto with respect to all such Intellectual Property owned by it as of the last day of such period, to the extent that such Intellectual Property is not

covered by any previous Intellectual Property Security Agreement so signed and delivered by it. In each case, it will promptly cooperate as reasonably necessary to enable the Collateral Agent to make any necessary or reasonably desirable recordations with each Intellectual Property Register, as appropriate.

(f) Notwithstanding anything to the contrary contained herein, nothing in this Agreement prevents any Grantor from disposing of, discontinuing the use or maintenance of, failing to pursue, or otherwise allowing to lapse, terminate or be put into the public domain, any of its Collateral to the extent permitted by the Credit Agreement if such Grantor determines in its reasonable business judgment that such discontinuance is desirable in the conduct of its business.

ARTICLE III

REMEDIES

SECTION 3.01. Remedies Upon Default.

(a) Subject to the Second Lien Intercreditor Agreement, if an Event of Default occurs and is continuing, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right, at the same or different times, with respect to any Collateral, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and, generally, to exercise any and all rights afforded to a secured party with respect to the Obligations under the Uniform Commercial Code (including the New York UCC) in any applicable jurisdiction or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent, subject to the Second Lien Intercreditor Agreement, shall have the right, subject to the mandatory requirements of applicable law and the notice requirements described below, to sell or otherwise dispose of all or any part of the Collateral securing the Obligations at a public or private sale, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. Each such purchaser at any sale of Collateral shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

(b) The Collateral Agent shall give the Canadian Grantors fifteen days', and all other applicable Grantors ten days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the New York UCC or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the

Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Agreement, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 3.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610(b) of the New York UCC or its equivalent in other jurisdictions.

(c) Subject to the Second Lien Intercreditor Agreement, upon the occurrence and during the continuance of an Event of Default, the Collateral Agent may appoint or reappoint by instrument in writing, any Person or Persons, whether an officer or officers or an employee or employees of the Collateral Agent or not, to be an interim receiver, receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of the Collateral and may remove any Receiver so appointed and appoint another in his/her/its stead. Any such Receiver shall, so far as concerns responsibility for his/her/its acts, be deemed the agent of one or more of the Grantors, as applicable, and not of the Collateral Agent or any other Secured Party, and neither the Collateral Agent nor any other Secured Party shall be in any way responsible for any misconduct or negligence on the part of any such Receiver or his/her/its servants, agents or employees other than gross negligence or willful misconduct. Subject to the provisions of the instrument appointing a Receiver of the Collateral and the Second Lien Intercreditor Agreement, any such Receiver shall have power to take possession of the Collateral, to preserve the Collateral or its value, to carry on or concur in carrying on all or any part of the business of the Grantors and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral. Subject to the Second Lien Intercreditor Agreement, to facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including the Grantors, enter upon, use and occupy all premises owned or occupied by the Grantors wherein the Collateral may be situated, maintain the Collateral upon such premises, borrow money on a secured or unsecured basis and use the Collateral directly in carrying on the Grantors' business or as security for loans or advances to enable the Receiver to carry on the Grantors' business or otherwise, as such Receiver shall, in its reasonable discretion, determine. Except as may be otherwise directed by the Collateral Agent, all money received from time to time by such Receiver in carrying out his/her/its appointment shall be received in trust for and be paid over to the Collateral Agent. Every such Receiver may, in the discretion of the Collateral Agent, be vested with all or any of the rights and powers of the Collateral Agent. The identity of the Receiver, its replacement and its remuneration shall be within the reasonable discretion of the Collateral Agent.

SECTION 3.02. Application of Proceeds.

(a) The Collateral Agent shall, subject to the Second Lien Intercreditor Agreement, apply the proceeds of any collection or sale of Collateral, including any Collateral consisting of cash, in accordance with Section 8.04 of the Credit Agreement.

(b) The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the purchase money therefor by the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

(c) In making the determinations and allocations required by this Section 3.02, the Collateral Agent may conclusively rely upon information supplied by the Administrative Agent as to the amounts of unpaid principal and interest and other amounts outstanding with respect to the Obligations, and the Collateral Agent shall have no liability to any of the Secured Parties for actions taken in reliance on such information, *provided* that nothing in this sentence shall prevent any Grantor from contesting any amounts claimed by any Secured Party in any information so supplied. All distributions made by the Collateral Agent pursuant to this Section 3.02 shall be (subject to any decree of any court of competent jurisdiction) final (absent manifest error), and the Collateral Agent shall have no duty to inquire as to the application by the Administrative Agent of any amounts distributed to it.

SECTION 3.03. Grant of License to Use Intellectual Property. For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Agreement at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies subject to the Second Lien Intercreditor Agreement, each Grantor shall, upon request by the Collateral Agent at any time after and during the continuance of an Event of Default and subject to the Second Lien Intercreditor Agreement, grant to the Collateral Agent an irrevocable (until the termination of the Credit Agreement) nonexclusive license (exercisable without payment of royalty or other compensation to any such Grantor) to use, license or, solely to the extent necessary to exercise such rights and remedies, sublicense any of the Collateral now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof; *provided, however,* that nothing in this Section 3.03 shall require any Grantor to grant any license that is prohibited by any rule of law, statute or regulation or is prohibited by, or constitutes a breach or default under or results in the termination of or gives rise to any right of acceleration, modification or cancellation under any contract, license, agreement, instrument or other document evidencing, giving rise to a right to use or theretofore granted, to the extent permitted by the Credit Agreement, with respect to such property; *provided, further,* that such licenses to be granted hereunder with respect to Trademarks shall be subject to the maintenance of quality standards with respect to the goods and services on which such Trademarks are used sufficient to preserve the validity of such Trademarks. Subject to the Second Lien Intercreditor Agreement, the use of such license by the Collateral Agent may be exercised, at the option of the Collateral Agent, during the continuation of an Event of Default; *provided* that any permitted license, sublicense or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

ARTICLE IV

SUBROGATION AND SUBORDINATION

SECTION 4.01. Contribution and Subrogation. Each Grantor (a “Contributing Party”) agrees (subject to Section 4.02) that, in the event assets of any other Grantor (the “Claiming Party”) shall be sold pursuant to any Collateral Document to satisfy any Obligation owed to any Secured Party, the Contributing Party shall indemnify the Claiming Party in an amount equal to the greater of the book value or the fair market value of such assets, in each case multiplied by a fraction of which the numerator shall be the net worth of the Contributing Party on the date hereof and the denominator shall be the aggregate net worth of all the Contributing Parties together with the net worth of the Claiming Party on the date hereof (or, in the case of any Grantor becoming a party hereto pursuant to Section 5.14, the date of the Security Agreement Supplement executed and delivered by such Grantor). Any Contributing Party making any payment to a Claiming Party pursuant to this Section 4.01 shall be subrogated to the rights of such Claiming Party to the extent of such payment.

SECTION 4.02. Subordination. Notwithstanding any provision of this Agreement to the contrary, all rights of the Grantors under Sections 4.01 and Section 4.02 and all other rights of indemnity, contribution or subrogation under applicable law or otherwise shall be fully subordinated to the indefeasible payment in full in cash of the Obligations. No failure on the part of the Parent Borrower or any Grantor to make the payments required by Sections 4.01 and Section 4.02 (or any other payments required under applicable law or otherwise) shall in any respect limit the obligations and liabilities of any Grantor with respect to its obligations hereunder, and each Grantor shall remain liable for the full amount of the obligations of such Grantor hereunder.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 10.02 of the Credit Agreement. All communications and notices hereunder to any Grantor shall be given to it in care of the Parent Borrower as provided in Section 10.02 of the Credit Agreement.

SECTION 5.02. Waivers; Amendment.

(a) No failure or delay by the Collateral Agent, any other Agent or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent, any other Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 5.02, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Collateral Agent, any other Agent or any Lender may have had notice or knowledge of such Default at the time. No notice or demand on any Grantor in any case shall entitle any Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 10.01 of the Credit Agreement.

SECTION 5.03. Collateral Agent's Fees and Expenses; Indemnification.

(a) The parties hereto agree that the Collateral Agent shall be entitled to reimbursement of its expenses incurred hereunder as provided in Section 10.04 of the Credit Agreement as if such section were set out in full herein and references to "the Parent Borrower" therein were references to each Grantor.

(b) Without limitation of its indemnification obligations under the other Loan Documents, the Parent Borrower agrees to indemnify the Collateral Agent and the other Indemnitees (as defined in Section 10.05 of the Credit Agreement) against, and hold each Indemnatee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the reasonable and documented fees, charges and disbursements of any counsel for any Indemnatee, incurred by or asserted against any Indemnatee arising out of, in connection with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating to any of the foregoing agreements or instruments contemplated hereby, or to the Collateral, whether or not any Indemnatee is a party thereto; *provided* that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from (x) the gross negligence, bad faith or willful misconduct of such Indemnatee or of any of its controlled Affiliates or controlling Persons or any of the officers, directors, employees, agents, advisors or members of any of the foregoing, in each case who are involved in or aware of the Transaction (as determined by a court of competent jurisdiction in a final and non-appealable decision), (y) a material breach of this Agreement by such Indemnatee or one of its Affiliates or (z) disputes solely between and among such Indemnitees to the extent such disputes do not arise from any act or omission of the Parent Borrower or any of its Affiliates (other than with respect to a claim against an Indemnatee acting in its capacity as an Agent or Lead Arranger or similar role under the Loan Documents unless such claim arose from the gross negligence, bad faith or willful misconduct of such Indemnatee).

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Collateral Documents. The provisions of this Section 5.03 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any other Secured Party. All amounts due under this Section 5.03 shall be payable within ten days of written demand therefor.

SECTION 5.04. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 5.05. Survival of Agreement. All covenants, agreements, representations and warranties made by the Grantors in the Loan Documents and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Lenders and shall survive the execution and delivery of the Loan Documents and the making of any Loans, regardless of any investigation made by any Lender or on its behalf and notwithstanding that the Collateral Agent, any other Agent or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under any Loan Document is outstanding and unpaid and so long as the Commitments have not expired or terminated.

SECTION 5.06. Counterparts; Effectiveness; Several Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Agreement. This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 5.07. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 5.08. Right of Set-Off. In addition to any rights and remedies of the Lenders provided by Law, upon the occurrence and during the continuance of any Event of Default, each Lender and its Affiliates is authorized at any time and from time to time, without prior notice to the Parent Borrower or any other Grantor, any such notice being waived by the Parent Borrower (on its behalf and on behalf of each Grantor and its Subsidiaries) to the fullest extent permitted by applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held by, and other Indebtedness at any time owing by, such Lender and its Affiliates, as the case may be, to or for the credit or the account of the respective Grantors and their Subsidiaries against any and all Obligations owing to such Lender and its Affiliates hereunder or under any other Loan Document, now or hereafter existing, irrespective of whether or not such Agent or such Lender or Affiliate shall have made demand under this Agreement or under any other Loan Document and although such Obligations may be contingent or unmatured or denominated in a currency different from that of the applicable deposit or Indebtedness. Each Lender agrees promptly to notify the Parent Borrower and the Administrative Agent after any such set off and application made by such Lender; *provided* that the failure to give such notice shall not affect the validity of such setoff and application. The rights of each Lender under this Section 5.08 are in addition to other rights and remedies (including other rights of setoff) that the Collateral Agent, such Lender may have.

SECTION 5.09. Governing Law; Jurisdiction.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN).

(b) ANY LEGAL ACTION OR PROCEEDING ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS

AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE (*PROVIDED* THAT IF NONE OF SUCH COURTS CAN AND WILL EXERCISE SUCH JURISDICTION, SUCH EXCLUSIVITY SHALL NOT APPLY), AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH GRANTOR AND THE COLLATERAL AGENT CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH GRANTOR AND THE COLLATERAL AGENT IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT OR OTHER DOCUMENT RELATED THERETO.

(c) NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT MAY OTHERWISE HAVE PURSUANT TO THIS AGREEMENT TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST ANY GUARANTOR OR ITS PROPERTIES IN THE COURTS OF ANY COVERED JURISDICTION.

(d) HOLDINGS AND EACH OTHER GRANTOR THAT IS A FOREIGN SUBSIDIARY OF HOLDINGS HEREBY APPOINTS THE US BORROWER AS ITS AUTHORIZED AGENT (THE "AUTHORIZED AGENT") UPON WHOM PROCESS MAY BE SERVED IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN WHICH MAY BE INSTITUTED IN ANY STATE OR FEDERAL COURT IN THE CITY OF NEW YORK, NEW YORK SERVICE OF PROCESS UPON THE AUTHORIZED AGENT SHALL BE DEEMED, IN EVERY RESPECT, EFFECTIVE SERVICE OF PROCESS UPON SUCH GRANTOR.

SECTION 5.10. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS Section 5.10 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

SECTION 5.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 5.12. Security Interest Absolute. All rights of the Collateral Agent hereunder, the Security Interest, the grant of a security interest in the Collateral and all obligations of each Grantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or

place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 5.13. Termination or Release.

(a) This Agreement, the Security Interest and all other security interests granted hereby shall terminate with respect to all Obligations upon the termination of the Aggregate Commitments and payment in full of all Obligations (other than contingent indemnification obligations not yet accrued and payable).

(b) (i) Upon any sale or other transfer by any Grantor of any Collateral that is permitted under the Credit Agreement or any other Loan Document to any Person other than any other Loan Party, (ii) upon the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to Section 10.01 and Section 9.11(a)(iii) of the Credit Agreement, (iii) with respect to any Collateral owned by a Grantor, upon the release of such Grantor from its obligations under the Guaranty pursuant to Section 4.17 of the Guaranty, or (iv) as provided in the Second Lien Intercreditor Agreement, the security interest of such Grantor in such Collateral shall be automatically released.

(c) Upon the granting of a security interest in any Collateral to another Person by a Grantor pursuant to Section 7.01(i) and (o) of the Credit Agreement, the security interest granted to or held by the Collateral Agent in such Collateral shall be released or subordinated to such security interest granted to such Person.

(d) Each Grantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Grantor shall be automatically released if such Grantor ceases to be a Restricted Subsidiary or a Material Subsidiary (as certified in writing by a Responsible Officer) pursuant to the terms of the Credit Agreement.

(e) In connection with any termination or release pursuant to paragraph (a), (b), (c) or (d) of this Section 5.13, the Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 5.13 shall be without recourse to or warranty by the Collateral Agent.

SECTION 5.14. Additional Grantors. Any Person required to become party to this Agreement pursuant to Section 6.11 of the Credit Agreement may do so by executing and delivering a Security Agreement Supplement and such Person shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any other Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

SECTION 5.15. General Authority of the Collateral Agent. By acceptance of the benefits of this Agreement and any other Collateral Documents, each Secured Party (whether or not a signatory hereto) shall be deemed irrevocably (a) to consent to the appointment of the Collateral Agent as its agent hereunder and under such other Collateral Documents, (b) to confirm that the Collateral Agent shall have

the authority to act as the exclusive agent of such Secured Party for the enforcement of any provisions of this Agreement and such other Collateral Documents against any Grantor, the exercise of remedies hereunder or thereunder and the giving or withholding of any consent or approval hereunder or thereunder relating to any Collateral or any Grantor's obligations with respect thereto, (c) to agree that it shall not take any action to enforce any provisions of this Agreement or any other Collateral Document against any Grantor, to exercise any remedy hereunder or thereunder or to give any consents or approvals hereunder or thereunder except as expressly provided in this Agreement or any other Collateral Document and (d) to agree to be bound by the terms of this Agreement and any other Collateral Documents.

SECTION 5.16. Collateral Agent Appointed Attorney-in-Fact. Each Grantor hereby appoints the Collateral Agent the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof at any time after and during the continuance of an Event of Default, which appointment is irrevocable (until the termination of the Credit Agreement) and coupled with an interest. Without limiting the generality of the foregoing, the Collateral Agent shall have the right, upon the occurrence and during the continuance of an Event of Default and notice by the Collateral Agent to the Parent Borrower of its intent to exercise such rights, with full power of substitution either in the Collateral Agent's name or in the name of such Grantor (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (d) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; and (e) to use, sell, assign, transfer, pledge, charge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; provided that nothing herein contained shall be construed as requiring or obligating the Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Collateral Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct or that of any of their Affiliates, directors, officers, employees, counsel, agents or attorneys-in-fact or any material breach of any Loan Document by any of the foregoing.

SECTION 5.17. Conflicts; Second Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and Security Interest granted to the Collateral Agent pursuant to this Agreement are expressly subordinate to those granted to the First Lien Collateral Agent pursuant to the First Lien Intellectual Property Security Agreement, and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the Second Lien Intercreditor Agreement and this Agreement, the terms of the Second Lien Intercreditor Agreement shall govern and control.

SECTION 5.18. Use of English Language. This Agreement has been negotiated and executed in the English language. All certificates, reports, notices and other documents and communications given or delivered pursuant to this Agreement (including any modifications or supplements hereto) shall be in the English language, or accompanied by a certified English translation thereof. Except in the

case of Laws or official communications of Luxembourg, in the case of any document originally issued in a language other than English or any document issued or executed in English and delivered pursuant to this Agreement (including this Agreement) that is translated from English into another language, the English language version of any such document shall for purposes of this Agreement, and absent manifest error, control the meaning of the matters set forth therein.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PINNACLE MIDCO S.À R.L.
as Initial Grantor

By:  

Name: Linda HARROCH / Isabelle PROBSTEL
Title: Class A Manager / Class B Manager

PINNACLE HOLDCO S.À R.L.,
as Initial Grantor

By:  

Name: Linda HARROCH / Isabelle PROBSTEL
Title: Class A Manager / Class B Manager

PARADIGM SERVICES CORP.,
as Initial Grantor

By: _____

Name:
Title:

PARADIGM GEOPHYSICAL CORP.,
as Initial Grantor

By: _____

Name:
Title:

PINNACLE (US) ACQUISITION CO
LIMITED,
as Initial Grantor

By: _____

Name:
Title:

Second Lien Intellectual Property Security Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PINNACLE MIDCO S.À R.L.,
as Initial Grantor

By: _____
Name:
Title:

PINNACLE HOLDCO S.À R.L.,
as Initial Grantor

By: _____
Name:
Title:


PARADIGM SERVICES CORP.,
as Initial Grantor

By: _____
Name:
Title:

PARADIGM GEOPHYSICAL CORP.,
as Initial Grantor

By: _____
Name:
Title:

PINNACLE (US) ACQUISITION CO
LIMITED,
as Initial Grantor

By:  _____
Name: WILL CHEN
Title: VP

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

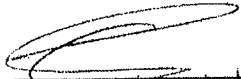
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as Initial Grantor

By: _____
Name:
Title:

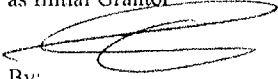
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as Initial Grantor

By: _____
Name:
Title:

PARADIGM SERVICES CORP.,
as Initial Grantor

By: 
Name: Cherieke Zunder
Title: Secretary

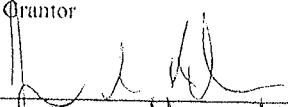
PARADIGM GEOPHYSICAL CORP.,
as Initial Grantor

By: 
Name: Cherieke Zunder
Title: Secretary

PINNACLE (US) ACQUISITION CO
LIMITED,
as Initial Grantor

By: _____
Name:
Title:

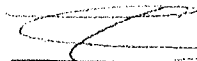
PARADIGM GEOSERVICES CANADA LTD.,
as Initial Grantor

By: 
Name: Jonathan Keller
Title: Director

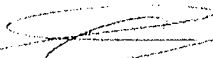
PARADIGM LTD.,
as Initial Grantor

By: _____
Name:
Title:

PARADIGM SCIENCES LTD.,
as Initial Grantor

By: 
Name: Cherieke Zunder
Title: Director

PARADIGM WORLDWIDE LTD.,
as Initial Grantor

By: 
Name: Cherieke Zunder
Title: Director

PINNACLE (GIBRALTAR) ACQUISITION
CO LIMITED,
as Initial Grantor

By: _____
Name:
Title:

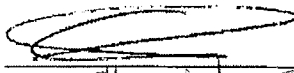
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as Initial Grantor

By: _____
Name:
Title:

PARADIGM LTD.,
as Initial Grantor

By: _____
Name:
Title:

PARADIGM SCIENCES LTD.,
as Initial Grantor

By: 
Name: Cherieke Zunder
Title: Director

PARADIGM WORLDWIDE LTD.,
as Initial Grantor

By: 
Name: Cherieke Zunder
Title: Director

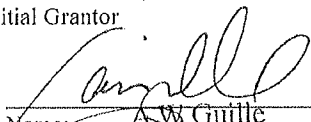
PINNACLE (GIBRALTAR) ACQUISITION
CO LIMITED,
as Initial Grantor

By: _____
Name:
Title:

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as Initial Grantor

By: _____
Name:
Title:

PARADIGM LTD.,
as Initial Grantor

By:  _____
Name: A.W. Guille
Title: Director

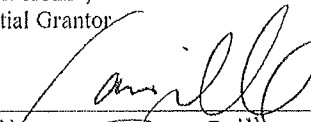
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as Initial Grantor

By: _____
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Title:

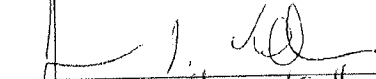
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as Initial Grantor

By: _____
Name:
Title:

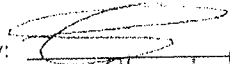
PINNACLE (GIBRALTAR) ACQUISITION
CO LIMITED,
as Initial Grantor

By:  _____
Name: A.W. Guille
Title: Director

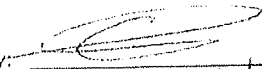
PARADIGM GEOPHYSICAL LIMITED,
as Initial Grantor

By: 
Name: Jonathan Keller
Title: Director

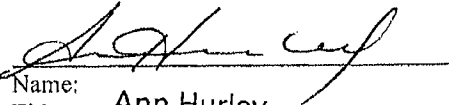
PARADIGM LUXEMBOURG HOLDINGS
S.A R.L.,
as Initial Grantor

By: 
Name: Cherieke Zunder
Title: Director

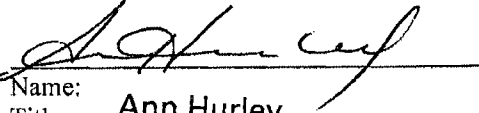
PARADIGM GEOPHYSICAL
(LUXEMBOURG), S.A R.L.,
as Initial Grantor

By: 
Name: Cherieke Zunder
Title: Director

ROYAL BANK OF CANADA,
as Collateral Agent

By: 
Name: Ann Hurley
Title: Manager, Agency

ROYAL BANK OF CANADA,
as Collateral Agent

By: 
Name: _____
Title: Ann Hurley
Manager, Agency

Second Lien Intellectual Property Security Agreement

TRADEMARK
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SCHEDULE I
TO THE FIRST LIEN INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Intellectual Property

Patents and Patent Applications

Jurisdiction	Title	(App. No.) / Patent No.	(App. Date) / Issue Date	Record Owner
Australia	DEVICE AND METHOD FOR DISPLAYING FULL AZIMUTH ANGLE DOMAIN IMAGE DATA	(2008261959)	(7-Dec-09)	Paradigm Geophysical Corp and Paradigm Geophysical Ltd (joint owners)
Brazil	DEVICE AND METHOD FOR DISPLAYING FULL AZIMUTH ANGLE DOMAIN IMAGE DATA	PI 0811370/0	(7-Dec-09)	Paradigm Geophysical Ltd.
Canada	DEVICE AND METHOD FOR DISPLAYING FULL AZIMUTH ANGLE DOMAIN IMAGE DATA	(2690129)	(7-Dec-09)	Paradigm Geophysical Corp.
China	DEVICE AND METHOD FOR DISPLAYING FULL AZIMUTH ANGLE DOMAIN IMAGE DATA	(200880019088)	(7-Dec-09)	Paradigm Geophysical Ltd.
European Patent Office	SYSTEM AND METHOD FOR FULL AZIMUTH ANGLE DOMAIN IMAGING IN REDUCED DIMENSIONAL COORDINATE SYSTEMS	(7827309.1)	(1-Nov-07)	PARADIGM GEOPHYSICAL (LUXEMBOURG)
European Patent Office	MODEL-BASED TIME-PRESERVING TOMOGRAPHY	(8719917)	(5-Mar-08)	PARADIGM GEOPHYSICAL (LUXEMBOURG) S.A.R.L.
European Patent Office	SYSTEM AND METHOD FOR DISPLAYING SEISMIC HORIZONS WITH ATTRIBUTES	(6809774)	(19-Oct-06)	PARADIGM GEOPHYSICAL (LUXEMBOURG) S.A.R.L.
European Patent Office	DEVICE AND METHOD FOR DISPLAYING FULL AZIMUTH ANGLE DOMAIN IMAGE DATA	(8770278.3)	(7-Jan-10)	Paradigm Geophysical Corp and Paradigm Geophysical Ltd (joint owners)
European Patent Office	METHOD OF RECONSTRUCTING SEISMIC RECORDS TO OBTAIN HIGH RESOLUTION SIGNALS	(3759327.4)	(22-Sep-03)	PARADIGM GEOPHYSICAL CORPORATION

European Patent Office	PARTITIONING ALGORITHM FOR BUILDING A STRATIGRAPHIC GRID	(8831401.8)	(31-Mar-08)	PARADIGM GEOPHYSICAL CORPORATION
European Patent Office	SYSTEM AND METHOD FOR FAULT IDENTIFICATION	(5809254.5)	(23-Nov-05)	PARADIGM GEOPHYSICAL LTD.
European Patent Office	MULTIPLE SUPPRESSION IN ANGLE DOMAIN TIME AND DEPTH MIGRATION	(6711216.9)	(22-Feb-06)	PARADIGM GEOPHYSICAL LTD.
India	DEVICE AND METHOD FOR DISPLAYING FULL AZIMUTH ANGLE DOMAIN IMAGE DATA	(8437/DELNP/2009)	(7-Dec-09)	Paradigm Sciences Ltd
Norway	METHOD OF RECONSTRUCTING SEISMIC RECORDS TO OBTAIN HIGH RESOLUTION SIGNALS	(2005-1899)	(22-Sep-03)	PARADIGM GEOPHYSICAL CORPORATION
Russia	DEVICE AND METHOD FOR DISPLAYING FULL AZIMUTH ANGLE DOMAIN IMAGE DATA	(2009148778)	(7-Dec-09)	Paradigm Sciences Ltd
United States	SKUA – GEOLOGY FEATURE-ALIGNED CONFORMAL STRUCTURED HEXAHEDRON-DOMINANT GEOLOGY GRID	(61/605,866)	(2-Mar-12)	PARADIGM GEOPHYSICAL LTD.
United States	SYSTEMS AND PROCESSES FOR BUILDING MULTIPLE EQUIPROBABLE COHERENT GEOMETRICAL MODELS OF THE SUBSURFACE	(12/791,370)	(1-Jun-10)	Jean-Laurent Mallet and Paradigm Sciences Ltd.
United States	SYSTEMS AND METHODS FOR BUILDING AXES, CO-AXES AND PALEO- GEOGRAPHIC COORDINATES RELATED TO A STRATIFIED GEOLOGICAL VOLUME	(12/791,352)	(1-Jun-10)	Jean-Laurent Mallet and Paradigm Sciences Ltd.
United States	SYSTEMS AND METHODS FOR MODELING FAULTS IN THE SUBSURFACE	(12/791,483)	(1-Jun-10)	Jean-Laurent Mallet and Paradigm Sciences Ltd.
United States	CROSSPLOT ANALYSIS OF A.V.O. ANOMOLIES IN SEISMIC SURVEYING	7,095,677	22-Aug-06	PARADIGM SCIENCES LTD.
United States	WAVE MIGRATION BY A KRYLOV SPACE EXPANSION OF THE SQUARE ROOT EXPONENT OPERATOR, FOR USE IN SEISMIC IMAGING	6,819,628	16-Nov-04	PARADIGM GEOPHYSICAL (LUXEMBOURG) S.A.R.L.

United States	PARTITIONING ALGORITHM FOR BUILDING A STRATIGRAPHIC GRID	8,150,663	3-Apr-12	PARADIGM GEOPHYSICAL (LUXEMBOURG) S.A.R.L.
United States	SYSTEM AND METHOD FOR FULL AZIMUTH ANGLE DOMAIN IMAGING IN REDUCED DIMENSIONAL COORDINATE SYSTEMS	8,120,991	21-Feb-12	PARADIGM GEOPHYSICAL (LUXEMBOURG) S.A.R.L.
United States	MODELLING CONTINUOUS PROPERTIES ON DISCONTINUOUS SURFACES	6820043	16-Nov-04	PARADIGM GEOPHYSICAL CORPORATION
United States	METHOD OF RECONSTRUCTING SEISMIC RECORDS TO OBTAIN HIGH RESOLUTION SIGNALS	6,873,913	29-Mar-05	PARADIGM GEOPHYSICAL CORPORATION
United States	METHOD AND SYSTEM FOR LIMITED FREQUENCY SEISMIC IMAGING	6,859,734	22-Feb-05	PARADIGM GEOPHYSICAL CORPORATION
United States	TRANSFER FUNCTION METHOD OF SEISMIC SIGNAL PROCESSING AND EXPLORATION	6,430,508	6-Aug-02	PARADIGM GEOPHYSICAL CORPORATION
United States	MIGRATION PROCESS USING A MODEL BASED APERTURE TECHNIQUE	5,629,904	13-May-97	PARADIGM GEOPHYSICAL LTD.
United States	SYSTEM AND METHOD FOR FAULT IDENTIFICATION	7,844,402	30-Nov-10	PARADIGM GEOPHYSICAL LTD.
United States	SYSTEM AND METHOD FOR FAULT IDENTIFICATION	8,095,319	10-Jan-12	PARADIGM GEOPHYSICAL LTD.
United States	MULTIPLE SUPPRESSION IN ANGLE DOMAIN TIME AND DEPTH MIGRATION	7584056	01-Sep-09	PARADIGM GEOPHYSICAL LTD.
United States	SYSTEM AND METHOD FOR DISPLAYING SEISMIC HORIZONS WITH ATTRIBUTES	(12/090,584)	(17-Apr-08)	PARADIGM SCIENCES LTD.
United States	MODEL-BASED TIME-PRESERVING TOMOGRAPHY	(12/042,417)	(5-Mar-08)	Paradigm Sciences Ltd
United States	DEVICE AND METHOD FOR DISPLAYING FULL AZIMUTH ANGLE DOMAIN IMAGE DATA	(12/663,326)	(7-Dec-09)	Paradigm Geophysical Ltd

Trademarks and Trademark Applications

Jurisdiction	Trademark	(App. No./ Reg. No.	(App. Date)/ Reg. Date	Record Owner
Australia	PROBE	1304385	16-Jun-09	PARADIGM SCIENCES LTD.
Australia	SEISEARTH	1304639	17-Jun-09	PARADIGM SCIENCES LTD.
Australia	Design Only (Seismic Echo Logo)	1304651	17-Jun-09	PARADIGM SCIENCES LTD.
Australia	UVT TRANSFORM	1309199	13-Jul-09	PARADIGM SCIENCES LTD.
Australia	VANGUARD	1304607	17-Jun-09	PARADIGM SCIENCES LTD.
Australia (IR)	EARTHSTUDY 360	1008132	22-Jun-09	PARADIGM SCIENCES LTD.
Australia (IR)	EPOS	1006556	16-Jun-09	PARADIGM SCIENCES LTD.
Australia (IR)	HIGHER ORDER WORKFLOW	1020688	10-Jun-09	Paradigm Sciences Ltd.
Canada	SKUA	TMA754,453	3-Dec-09	PARADIGM GEOPHYSICAL Luxembourg SARL
Canada	SEISX	TMA538252	4-Dec-00	PARADIGM GEOPHYSICAL LTD.
Canada	CASEWELL (Stylized letters)	TMA470538	5-Feb-97	Paradigm Geophysical Ltd.
Canada	EARTHSTUDY 360	TMA824599	23-May-12	PARADIGM SCIENCES LTD.
Canada	EPOS	TMA797889	18-May-11	PARADIGM SCIENCES LTD.
Canada	PARADIGM	(1441895)	(17-Jun-09)	PARADIGM SCIENCES LTD.
Canada	SEISEARTH	TMA799855	13-Jun-11	PARADIGM SCIENCES LTD.
Canada	Seismic Echo Logo	(1441897)	(17-Jun-09)	PARADIGM SCIENCES LTD.
Canada	UVT TRANSFORM	TMA780276	21-Oct-10	PARADIGM SCIENCES LTD.
Canada	VANGUARD	TMA806509	12-Sep-11	PARADIGM SCIENCES LTD.
China (IR)	SKUA	974450	19-Mar-08	Paradigm Geophysical Luxembourg SARL
European Union	FASTVEL	008420002	21-Jan-10	PARADIGM SCIENCES LTD.
European Union	GEOSTEER	008413015	21-Jan-10	PARADIGM SCIENCES LTD.
European Union	PARADIGM	(008370199)	(17-Jun-09)	PARADIGM SCIENCES LTD.
European Union	PROBE	008367203	13-Jan-10	PARADIGM SCIENCES LTD.
European Union	SEISEARTH	008370322	12-Jan-10	PARADIGM SCIENCES LTD.
European Union	SEISFACIES	008420135	21-Jan-10	PARADIGM SCIENCES LTD.
European Union	Seismic Echo Logo	(08370983)	(17-Jun-09)	PARADIGM SCIENCES LTD.
European Union	UVT TRANSFORM	008421091	21-Jan-10	PARADIGM SCIENCES LTD.
European Union	VANGUARD	008370793	12-Jan-10	PARADIGM SCIENCES LTD.
European Union (IR)	PARADIGM logo	904157	9-Jan-06	PARADIGM GEOPHYSICAL CORPORATION
European Union (IR)	SKUA	974450	19-Mar-08	PARADIGM GEOPHYSICAL Luxembourg SARL
European Union (IR)	EARTHSTUDY 360	IR 01008132	22-Jun-09	PARADIGM SCIENCES LTD.
European Union (IR)	EPOS	01006556	16-Jun-09	PARADIGM SCIENCES LTD.
European Union (IR)	HIGHER ORDER WORKFLOW	1020688	10-Jun-09	Paradigm Sciences Ltd.
International	PARADIGM logo	904157	9-Jan-06	PARADIGM GEOPHYSICAL CORPORATION
International	SKUA	974450	19-Mar-08	PARADIGM GEOPHYSICAL Luxembourg SARL

International	EARTHSTUDY 360	1008132	22-Jun-09	PARADIGM SCIENCES LTD.
International	EPOS	1006556	16-Jun-09	PARADIGM SCIENCES LTD.
International	HIGHER ORDER WORKFLOW	1020688	10-Jun-09	Paradigm Sciences Ltd.
Mexico	CRAM	1225082	29-Jun-11	PARADIGM SCIENCES LTD.
Mexico	CRAM	1223692	29-Jun-11	PARADIGM SCIENCES LTD.
Mexico	EARTHSTUDY 360	1225081	29-Jun-11	PARADIGM SCIENCES LTD.
Mexico	EARTHSTUDY 360	1219402	29-Jun-11	PARADIGM SCIENCES LTD.
Norway	STRATIMAGIC	183504	10-Jul-97	PARADIGM GEOPHYSICAL LUXEMBOURG S.A.R.L.
Norway	SKUA	0974450	19-Mar-08	PARADIGM GEOPHYSICAL LUXEMBOURG SARL
Norway	PARADIGM	(200906110)	(17-Jun-09)	PARADIGM SCIENCES LTD.
Norway	PROBE	255366	29-Apr-10	PARADIGM SCIENCES LTD.
Norway	SEISEARTH	252954	12-Oct-09	PARADIGM SCIENCES LTD.
Norway	Design Only (Seismic Echo Logo)	252955	12-Oct-09	PARADIGM SCIENCES LTD.
Norway	UVT TRANSFORM	253258	27-Oct-09	PARADIGM SCIENCES LTD.
Norway	VANGUARD	252953	12-Oct-09	PARADIGM SCIENCES LTD.
Norway (IR)	EPOS	1006556	16-Jun-09	PARADIGM SCIENCES LTD.
Russia (IR)	SKUA	974450	19-Mar-08	Paradigm Geophysical Luxembourg SARL
United Kingdom	DIRECTOR	2117073	18-Jun-99	Paradigm Sciences Ltd
United States	ECHOS	(77539033) Intent to Use	(5-Aug-08)	PARADIGM GEOPHYSICAL CORP.
United States	A Vision for Energy	3331377	6-Nov-07	PARADIGM GEOPHYSICAL CORPORATION
United States	A Vision of Energy (Logo)	3341299	20-Nov-07	PARADIGM GEOPHYSICAL CORPORATION
United States	GEODEPTH	1764316	13-Apr-93	PARADIGM GEOPHYSICAL CORPORATION
United States	GEOSEC	1756623	9-Mar-93	PARADIGM GEOPHYSICAL CORPORATION
United States	INTERPRET	3,044,904	17-Jan-06	PARADIGM GEOPHYSICAL CORPORATION
United States	STRATIMAGIC	3482158	5-Aug-08	PARADIGM GEOPHYSICAL CORPORATION
United States	SYSDRILL	3320288	23-Oct-07	PARADIGM GEOPHYSICAL CORPORATION
United States	GEOLOG	2581333	18-Jun-02	PARADIGM GEOPHYSICAL LTD.
United States	SOLIDGEO	2600579	30-Jul-02	PARADIGM GEOPHYSICAL LTD.
United States	VOXELGEO	2625099	24-Sep-02	PARADIGM GEOPHYSICAL LTD.
United States	SKUA	3570560	3-Feb-09	PARADIGM GEOPHYSICAL Luxembourg SARL
United States	CERTAIN VISION	3,643,333	23-Jun-09	PARADIGM SCIENCES LTD.
United States	DIRECTOR GEO	3672195	25-Aug-09	PARADIGM SCIENCES LTD.
United States	EARTHSTUDY 360	4115259	20-Mar-12	PARADIGM SCIENCES LTD.
United States	EARTHSTUDY 360	3736062	12-Jan-10	PARADIGM SCIENCES LTD.

United States	EPOS	3672183	25-Aug-09	PARADIGM SCIENCES LTD.
United States	FASTVEL	3743868	2-Feb-10	PARADIGM SCIENCES LTD.
United States	GEOSTEER	3675803	1-Sep-09	PARADIGM SCIENCES LTD.
United States	OPENGEO	3,647,011	30-Jun-09	PARADIGM SCIENCES LTD.
United States	OPSLINK	3672182	25-Aug-09	PARADIGM SCIENCES LTD.
United States	PARADIGM	3939446	5-Apr-11	PARADIGM SCIENCES LTD.
United States	REDEFINING INTERPRETATION	(85/048798) Intent to Use	(26-May-10)	PARADIGM SCIENCES LTD.
United States	ROCK & FLUID CANVAS	3751219	23-Feb-10	PARADIGM SCIENCES LTD.
United States	SEISEARTH	3,654,070	14-Jul-09	PARADIGM SCIENCES LTD.
United States	SEISFACIES	3743869	2-Feb-10	PARADIGM SCIENCES LTD.
United States	Seismic Echo Logo	3939447	5-Apr-11	PARADIGM SCIENCES LTD.
United States	StratEarth	3790019	18-May-10	PARADIGM SCIENCES LTD.
United States	UVT TRANSFORM	3738969	19-Jan-10	PARADIGM SCIENCES LTD.
United States	VISION IS CERTAINTY	3,643,464	23-Jun-09	PARADIGM SCIENCES LTD.
United States	PARADIGM logo	3420035	29-Apr-08	Paradigm Sciences LTD. (Cayman Islands Company)
United States	Paradigm the GeoScience Knowledge Company	3138240	5-Sep-06	Paradigm Sciences LTD. (Cayman Islands Company)
United States	PROBE	(77-634,230)	(16-Dec-08)	Paradigm Sciences Ltd. (Cayman Islands Corporation)
United States	HIGHER ORDER WORKFLOW	3735965	12-Jan-10	Paradigm Sciences Ltd. (Cayman Islands Corporation)

Copyrights and Copyright Applications

Jurisdiction	Title	Reg. No.	Reg. Date	Record Owner
United States	Geostation	TXu000597259	7/9/1993	Paradigm Geophysical Corporation
United States	Geostation	TXu000634583	5/10/1994	Paradigm Geophysical Corporation
United States	Vv-shm.h : version 1.12.	TX0006340315	5/31/2006	Paradigm Geophysical Corporation
United States	GeoDepth EarthModel product line : product description : version 5.0.	TX0004386411	5/20/1996	Paradigm Geophysical Ltd.
United States	GeoDepth power : version 5.0.	TX0004309007	5/20/1996	Paradigm Geophysical Ltd.
United States	GeoDepth primer product line product description : version 5.0.	TX0004298805	5/16/1996	Paradigm Geophysical Ltd.
United States	Geolog 6.002.	TX0006097876	3/16/2005	Paradigm Geophysical Ltd.
United States	Geolog 6.003.	TX0006392682	3/16/2005	Paradigm Geophysical Ltd.
United States	Geolog 6.4.	TX0006392681	3/16/2005	Paradigm Geophysical Ltd.

United States	Geolog 6.5.	TX0006392683	3/16/2005	Paradigm Geophysical Ltd.
United States	Geolog 6.5.1.	TX0006392684	3/16/2006	Paradigm Geophysical Ltd.
United States	Paradigm geophysical : model-based exploration systems.	TX0004303543	5/16/1996	Paradigm Geophysical Ltd.
United States	Geostation: GeoDepth computer program and instruction manuals.	TXu000737417	5/16/1996	Paradigm Geophysical, Ltd.

EXHIBIT I
TO THE SECOND LIEN INTELLECTUAL PROPERTY
SECURITY AGREEMENT

FORM OF SHORT FORM
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated July 30, 2012, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of ROYAL BANK OF CANADA (“RBC”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Intellectual Property Security Agreement referred to therein.

WHEREAS, PINNACLE HOLDCO S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 41, boulevard Prince Henri, L-1724 Luxembourg, registered with the Luxembourg register of trade and companies under number B 165.238 and with a share capital of \$449,308,425 (the “Parent Borrower”), PINNACLE (US) ACQUISITION CO LIMITED, a Delaware corporation (the “US Borrower”) and together with the Parent Borrower, the “Borrowers”), PINNACLE MIDCO S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 41, boulevard Prince Henri, L-1724 Luxembourg, registered with the Luxembourg register of trade and companies under number B 169.225 and with a share capital of \$449,582,365 (“Holdings”), each Lender from time to time party thereto, RBC, as Administrative Agent and Collateral Agent, and each other party thereto have entered into the Second Lien Credit Agreement dated as of July 30, 2012 (the “Closing Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrowers upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Second Lien Intellectual Property Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Intellectual Property Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the relevant Intellectual Property Registers and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in or a charge over (as applicable), all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) the Patents (as defined in the Intellectual Property Security Agreement) set forth in Schedule A hereto;

Exhibit I-1

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(b) the registered Trademarks (as defined in the Intellectual Property Security Agreement) and Trademarks for which applications are pending set forth in Schedule B hereto; and

(c) the registrations in the United States of Copyrights (as defined in the Intellectual Property Security Agreement) set forth in Schedule C hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the relevant Intellectual Property Register (as defined in the Second Lien Intellectual Property Security Agreement). Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, or equivalent office or officer in each of the appropriate Intellectual Property Registers, record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

Exhibit I-2

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PARADIGM GEOPHYSICAL CORP.,
as Initial Grantor

By: _____
Name:
Title:

PARADIGM SCIENCES LTD.,
as Initial Grantor

By: _____
Name:
Title:

PARADIGM GEOPHYSICAL LTD.,
as Initial Grantor

By: _____
Name:
Title:

PARADIGM GEOPHYSICAL
(LUXEMBOURG) S.À R.L.,
as Initial Grantor

By: _____
Name:
Title:

ROYAL BANK OF CANADA,
as Collateral Agent

By: _____
Name:
Title:

SCHEDULE A

Patents and Patent Applications

Registered owner/ Grantor	Patent Title	Country	Patent No. or Application No.

SCHEDULE B

Trademarks and Trademark Applications

Registered owner/ Grantor	Trademark	Country	Registration No. or Application No.

SCHEDULE C

United States Copyright Registrations

Registered owner/ Grantor	Title of Work	Registration No. or Application No.

Exhibit I-7

EXHIBIT II
TO THE SECOND LIEN INTELLECTUAL PROPERTY
SECURITY AGREEMENT

FORM OF SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
SUPPLEMENT

SUPPLEMENT NO. [] (this “Supplement”) dated as of [], to the Second Lien Intellectual Property Security Agreement dated as of July 30, 2012 (the “Closing Date”) among certain subsidiaries of PINNACLE MIDCO S.À R.L. from time to time party thereto and ROYAL BANK OF CANADA (“RBC”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties.

A. Reference is made to the Second Lien Credit Agreement dated as of the Closing Date (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among PINNACLE HOLDCO S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 41, boulevard Prince Henri, L-1724 Luxembourg, registered with the Luxembourg register of trade and companies under number B 165.238 and with a share capital of \$449,308,425 (the “Parent Borrower”), PINNACLE (US) ACQUISITION CO LIMITED, a Delaware corporation (the “US Borrower” and together with the Parent Borrower, the “Borrowers”), PINNACLE MIDCO S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 41, boulevard Prince Henri, L-1724 Luxembourg, registered with the Luxembourg register of trade and companies under number B 169.225 and with a share capital of \$449,582,365 (“Holdings”), RBC, as Administrative Agent and Collateral Agent, and the other parties thereto, pursuant to which the Lenders have severally agreed to make Loans upon the terms and subject to the conditions therein.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Second Lien Intellectual Property Security Agreement referred to therein.

C. In connection with the Credit Agreement, the Borrowers, Holdings and the other Grantors have entered into the Second Lien Intellectual Property Security Agreement in order to induce the Lenders to make Loans. Section 5.14 of the Second Lien Intellectual Property Security Agreement provides that certain Persons may become Grantors under the Second Lien Intellectual Property Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Person (the “New Grantor”) is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Second Lien Intellectual Property Security Agreement in order to induce the Lenders to make Loans under the terms of the Credit Agreement.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 5.14 of the Second Lien Intellectual Property Security Agreement, the New Grantor by its signature below becomes a Grantor under the Second Lien Intellectual Property Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Second Lien Intellectual Property Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment

Exhibit II-1

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and performance in full of the Obligations (or solely its Obligations in the case of any New Grantor incorporated or organized under the laws of Canada or any province or territory thereof) does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in or a charge over (as applicable), and hereby assigns to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties and their successors and assigns, all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Second Lien Intellectual Property Security Agreement) of the New Grantor, subject to the qualifications contained in the Second Lien Intellectual Property Security Agreement. Each reference to a "Grantor" in the Second Lien Intellectual Property Security Agreement shall be deemed to include the New Grantor. The Second Lien Intellectual Property Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Grantor, and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication (including ".pdf" or ".tif" files) shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the Collateral and (b) set forth under its signature hereto is the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in or a charge over (as applicable) all of such Grantor's right, title and interest in and to the Collateral, including:

- (a) the Patents (as defined in the Second Lien Intellectual Property Security Agreement) set forth in Schedule I hereto;
- (b) the registered Trademarks (as defined in the Second Lien Intellectual Property Security Agreement) and Trademarks for which applications are pending set forth in Schedule I hereto; and
- (c) the registrations in the United States of Copyrights (as defined in the Second Lien Intellectual Property Security Agreement) and Copyrights for which applications are pending set forth in Schedule I hereto.

SECTION 6. The grant of a security interest in the Collateral by the Grantor under this Supplement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Supplement secures the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obli-

gations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 7. Grants, Rights and Remedies. This Supplement has been entered into in conjunction with the provisions of the Second Lien Intellectual Property Security Agreement. The New Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Second Lien Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Second Lien Intellectual Property Security Agreement, the terms of the Second Lien Intellectual Property Security Agreement shall govern.

SECTION 8. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Supplement with respect to United States Patents, United States registered Trademarks and Trademarks for which United States applications are pending, and United States registered Copyrights listed in Schedule I hereto.

SECTION 9. Except as expressly supplemented hereby, the Second Lien Intellectual Property Security Agreement shall remain in full force and effect.

SECTION 10. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 11. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Second Lien Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 12. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Intellectual Property Security Agreement.

SECTION 13. Reimbursement of the Collateral Agent's expenses under this Supplement shall be governed by the applicable sections of the Second Lien Intellectual Property Security Agreement.

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IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Second Lien Intellectual Property Security Agreement as of the day and year first above written.

[NAME OF NEW GRANTOR]

By: _____

Name:

Title:

Jurisdiction of Formation/Incorporation:

Address Of Chief Executive Office:

ROYAL BANK OF CANADA,
as Collateral Agent

By: _____

Name:

Title:

SCHEDULE I
TO SUPPLEMENT NO. [] TO THE
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property

Patents and Patent Applications

Registered owner/ Grantor	Patent Title	Country	Patent No. or Application No.

Trademarks and Trademark Applications

Registered owner/ Grantor	Trademark	Country	Registration No. or Application No.

United States Copyrights and Copyright Applications

Registered owner/ Grantor	Title of Work	Country	Registration No. or Application No.