

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331574

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Accrete Monitoring, Inc.		02/09/2015	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB		
Street Address:	500 Delaware Avenue, 11th Floor		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Federal Savings Bank: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3930326	GLOBAL MICROSEISMIC SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212 728 8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Dorna Mohaghegh c/o Willkie Farr & Galla		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	122961.		
NAME OF SUBMITTER:	Dorna Mohaghegh		
SIGNATURE:	/dornamohaghegh/		
DATE SIGNED:	02/09/2015		
Total Attachments: 8			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 9th day of February, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and Wilmington Savings Fund Society, FSB, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain First Lien Credit Agreement dated even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among Global Geophysical Services, LLC, a Delaware limited liability company (“Parent”), Global Geophysical Services, Inc., a Delaware corporation (the “Borrower”), the Guarantors party thereto, the lenders from time to time party thereto (such lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Secured Parties, that certain First Lien Security Agreement, dated as of February 9, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

“Intellectual Property Licenses” means, with respect to any Person (the “Specified Party”), (i) any licenses or other similar rights provided to the Specified Party in or with respect to Intellectual Property owned or controlled by any other Person, and (ii) any licenses or other similar rights provided to any other Person in or with respect to Intellectual Property owned or controlled by the Specified Party.

“Trademarks” means trademark registrations and applications, anywhere in the world.

“Trademark Intellectual Property Licenses” means, with respect to any Person (the “Specified Party”), (i) any licenses or other similar rights provided to the Specified Party in or with respect to Trademarks owned or controlled by any other Person, and (ii) any licenses or other similar rights provided to any other Person in or with respect to Trademarks owned or controlled by the Specified Party.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License; provided, that, the Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the abandonment, voiding or cancellation, of such intent-to-use trademark applications under applicable federal law, it being understood that upon submission and acceptance by the PTO or an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if

fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent, at the direction of the Required Lenders, unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement.

7. **CONSTRUCTION.** This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

8. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.** Each party hereto agrees that any action or claim arising out of, or any dispute in connection with, this Agreement, any rights, remedies, obligations, or duties hereunder, or the performance or enforcement hereof or thereof, may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon such party by mail at the address specified in Section 10.01 of the Credit Agreement. Each party hereto hereby waives any objection that it may now or hereafter

have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

9. EACH PARTY HERETO WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS, REMEDIES, OBLIGATIONS, OR DUTIES HEREUNDER, OR THE PERFORMANCE OR ENFORCEMENT HEREOF OR THEREOF. Except as prohibited by law, each party hereto waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages.

10. The Agent is executing this Trademark Security Agreement solely as Collateral Agent under the Credit Agreement and in connection with this Trademark Security Agreement, the Agent shall have all rights, privileges, protections and immunities in favor of the Collateral Agent under the Credit Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have hereunto duly executed this agreement as of the date first written above.

GLOBAL GEOPHYSICAL SERVICES, INC.
ACCRETE MONITORING, INC.

By: Sean M. Gore
Name: Sean M. Gore
Title: Senior Vice President and Chief Financial
Officer


Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005456 FRAME: 0502

ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON SAVINGS FUND SOCIETY,
FSB, as Collateral Agent

By: _____


Name: _____
Title: **Kristin L. Moore**
Vice President

[Signature Page -- Trademark Security Agreement]

TRADEMARK
REEL: 005456 FRAME: 0503

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

US Trademark Registrations/Applications

<u>Owner</u>	<u>Country</u>	<u>Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Global Geophysical Services, Inc.	USA	AUTOSEIS	4075067	12/20/11
Global Geophysical Services, Inc.	USA	FracFactor	4036466	10/04/11
Global Geophysical Services, Inc.	USA	EXCITING THE PLANET	3198605	01/16/07
Accrete Monitoring, Inc.	USA	GLOBAL MICROSEISMIC SERVICES	3930326	03/08/2011
Global Geophysical Services, Inc. (Licensee)	USA	GLOBAL GEOPHYSICAL SERVICES (with design)		
Global Geophysical Services, Inc.	USA	GAIN INSIGHT		
Global Geophysical Services, Inc.	USA	RG-3D RESERVOIR GRADE		
Global Geophysical Services, Inc.	USA	RG-2D RESERVOIR GRADE		
Global Geophysical Services, Inc.	USA	RG3D		
Global Geophysical Services, Inc.	USA	RG2D		
Global Geophysical Services, Inc.	USA	RESERVOIR GRADE		
Global Geophysical Services, Inc.	USA	HIGH DENSITY RESERVOIR GRADE 3D		

Global Geophysical Services, Inc.	USA	TOMOGRAPHIC FRACTURE IMAGING		
Global Geophysical Services, Inc.	USA	TFI		
Global Geophysical Services, Inc.	USA	GRID INSIGHT		
Global Geophysical Services, Inc.	USA	BASIN INSIGHT		
Global Geophysical Services, Inc.	USA	UNCONVENTIONAL CONSULTING		
Global Geophysical Services, Inc.	USA	OPERATIONAL EXCELLENCE		
Global Geophysical Services, Inc.	Louisiana	GLOBAL DRILLING	Application No. 78629652	06/24/2008
Global Geophysical Services, Inc.	Louisiana	GLOBAL POSITIONING	Application No. 78629653	06/24/2008
Global Geophysical Services, Inc.	Wyoming	GLOBAL POSITIONING	2008-00556976	06/25/2008