

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508087

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A2D TECHNOLOGIES, INC.		01/25/2019	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	DANSKE BANK A/S		
Street Address:	2-12 Holmens Kanal		
City:	DK 1092 Copenhagen K		
State/Country:	DENMARK		
Entity Type:	Public Limited Company: DENMARK		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2739067	LOG-LINE PLUS!	
Registration Number:	2445431	LOG-LINE	
Registration Number:	2765668	LOG-LINE PLUS!	
Registration Number:	2327393	SMARTRASTER	
Registration Number:	4431868	A2D	
Registration Number:	2023711	RILEY'S	
Registration Number:	5192069	R360	
CORRESPONDENCE DATA			
Fax Number:	2026725399		
<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:	713-276-5706		
Email:	IPDocketing@foley.com		
Correspondent Name:	TERRELL R. MILLER		
Address Line 1:	FOLEY GARDERE / FOLEY & LARDNER LLP		
Address Line 2:	1000 LOUISIANA ST., SUITE 2000		
Address Line 4:	HOUSTON, TEXAS 77002-2099		
ATTORNEY DOCKET NUMBER:	634526-0003		
NAME OF SUBMITTER:	Anne L. Buckmaster		
SIGNATURE:	/Anne L. Buckmaster/		
DATE SIGNED:	01/31/2019		

OP \$190.00 2739067

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 25th day of January, 2019 by and among **A2D TECHNOLOGIES, INC.**, a Texas corporation ("Grantor"), having its chief executive office at 10451 Clay Road, Houston, Texas 77041, and **DANSKE BANK A/S**, as Agent on behalf of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Security Agent"), with offices at 2-12 Holmens Kanal, DK 1092 Copenhagen K, Denmark.

W I T N E S S E T H:

WHEREAS, pursuant to that certain USD 100,000,000 Revolving Credit Facility Agreement dated October 26, 2018 (as from time to time amended or supplemented) (the "Facility Agreement") made between, amongst others, (i) TGS-NOPEC Geophysical Company ASA, as Borrower, (ii) the financial institutions listed in Part II of Schedule 1 thereto as Original Lenders, (iii) the Grantor and certain other Guarantors and (iv) the Security Agent (each term as defined therein), the Lenders have agreed to make available to the Borrower a revolving credit facility for the purposes described therein;

WHEREAS, the Lenders are willing to make the revolving credit facility to Borrower as provided for in the Facility Agreement and the other Credit Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Security Agent, for the benefit of the Lenders, that certain Security Agreement, dated as of January 25, 2019 (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, Grantor is required to execute and deliver to Security Agent, for the benefit of the Lenders, 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, 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 Facility Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in the Facility Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Subject to the terms of the Security Agreement and the Facility Agreement, Grantor hereby unconditionally grants, assigns, and pledges to Security Agent, for the benefit of Lenders, to secure all of the Liabilities, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of 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 and Trademark Intellectual Property Licenses to which it is a party 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 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 the 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.

3. SECURITY FOR LIABILITIES. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all of the Liabilities, 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 Liabilities and would be owed by Grantor to Security Agent or the Lenders, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Security Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Security 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. Notwithstanding anything to the contrary, 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 Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor (or Borrower, on its behalf) shall give notice in writing to Security Agent with respect to any such new trademarks or renewal or extension of any trademark registration in accordance with the provisions of Section 4.1(f) of the Security Agreement. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Security Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of 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 Security Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Credit Document. 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. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS COPYRIGHT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 5.2, 5.9 and 5.10 OF THE SECURITY

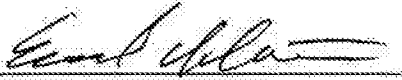
AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE,
MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

A2D TECHNOLOGIES, INC.

By: 
Name: Edward Guthrie
Title: Treasurer


A2D TECHNOLOGIES, INC.
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
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ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

DANSKE BANK A/S

By: 
Name: _____
Title: ~~_____ Petter Thomren Moltu~~
Attorney-in-fact

A2D TECHNOLOGIES, INC.
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

4844-8134-0932

TRADEMARK
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Registered Owner</u>	<u>Trademark/Service Mark</u>	<u>Registration or Serial Number</u>	<u>Registration or Filing Date</u>
A2D	LOG-LINE PLUS! (US)	2739067	07-15-2003
A2D	A2D (MX)	703157	06-20-2001
A2D	A2D (MX)	703158	06-20-2001
A2D	LOG-LINE (MX)	769327	11-22-2002
A2D	LOG-LINE (MX)	769328	11-22-2002
A2D	LOG-LINE (US)	2445431	04-24-2001
A2D	LOG-LINE PLUS! (MX)	776927	01-31-2003
A2D	LOG-LINE PLUS! (MX)	887614	06-23-2005
A2D	LOG-LINE PLUS! (US)	2765668	09-16-2003
A2D	SMARTRASTER (MX)	703156	06-20-2001
A2D	SMARTRASTER (US)	2327393	03-07-2000
A2D	A2D (US)	4431868	11-12-13
A2D	A2D (CA)	TMA925627	09-18-2013
A2D	A2D (MX)	1430885	01-29-2014
A2D	A2D (EU)	012106084	01-24-2014
A2D	A2D (NO)	273667	12-13-2013
A2D	RILEY'S (US)	2023711	12-17-1996
A2D	R360 (US)	5192069	04-25-2017
A2D	R360 (AU)	1762671	04-04-2016
A2D	R360 (BR)	910858624	04-04-2016
A2D	R360 (CA)	1775662	04-05-2016

A2D	R360 (EU)	015297526	04-04-2016
A2D	R360 (MX)	1743718	04-07-2016
A2D	R360 (NO)	201604467	04-05-2016
A2D	TGS R360 (MX)	1743717	04-07-2016
A2D	TGS R360 (CA)	1775661	04-05-2016
A2D	TGS R360 (EU)	015302235	04-04-2016
A2D	TGS R360 (AU)	1762670	04-04-2016
A2D	TGS R360 (NOR)	289662	11-09-2016