

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GEOKINETICS INC.		06/12/2006	CORPORATION: DELAWARE
GEOPHYSICAL DEVELOPMENT CORPORATION		06/12/2006	CORPORATION: TEXAS
QUANTUM GEOPHYSICAL INC.		06/12/2006	CORPORATION: TEXAS
TRACE ENERGY SERVICES LTD.		06/12/2006	entity: CANADA
TRACE ENERGY SERVICES, INC.		06/12/2006	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

Name:	PNC BANK, N.A.
Street Address:	2100 Ross Avenue; Suite 1850
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	national association:

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	78594681	ETHOS
Serial Number:	78594718	SOLID
Serial Number:	78594766	JROUGE
Serial Number:	78594651	GDC TILES
Serial Number:	78594789	GDCMOD
Serial Number:	78594692	ETVIEW

**CORRESPONDENCE DATA**

Fax Number: (214)758-1550  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2147581500

OP \$165.00 78594681

Email: estafford@pattonboggs.com  
Correspondent Name: Darren W. Collins  
Address Line 1: 2001 Ross Avenue; Suite 3000  
Address Line 2: Patton Boggs LLP  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	009125.0135
NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	06/16/2006

**Total Attachments: 10**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement"), dated as of June 12, 2006, is made by and among GEOKINETICS INC., a Delaware corporation, GEOPHYSICAL DEVELOPMENT CORPORATION, a Texas corporation, QUANTUM GEOPHYSICAL, INC., a Texas corporation, TRACE ENERGY SERVICES LTD., an entity organized under the laws of Canada, and TRACE ENERGY SERVICES, INC., a Texas corporation (individually and collectively, the "Debtor"), and PNC BANK, NATIONAL ASSOCIATION, for itself as a Lender, and as agent for the Lenders (as defined in the Credit Agreement defined below) (the "Secured Party").

### Recitals

The Debtor, Lenders and the Secured Party have entered into a Revolving Credit, Term Loan and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party and Lenders may now or hereafter make certain loans or other financial accommodations to or for the account of the Debtor.

As a further condition to making any loan or other financial accommodation under the Credit Agreement or otherwise, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Trademarks" means all of each Debtor's right, title and interest in and to trademarks, service marks, collective membership marks, the respective goodwill associated with each, all accounts, registrations and applications appurtenant thereto (other than Federal Intent to Use Applications prior to the filing of a verified statement of use under 15 U.S.C. Sec. 1051(d)) hereafter acquired, the right to sue for past, present and future infringements and all proceeds of infringements suits, licenses (to the extent that the grant of a security interest does not cause a breach or termination of any such license) thereunder, all accounts, contract rights and general intangibles arising under and relating to each and every license, proceeds and products of any of the foregoing, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. As collateral security to secure payment of the Obligations, each Debtor hereby grants to the Secured Party, as Agent for the benefit of itself and Lenders, a continuing first priority security interest, with power of sale to the extent permitted by law (the

“Security Interest”), in all of such Debtor’s right, title and interest in, to and under the Trademarks and whether presently existing or hereafter created or acquired.

3. Representations, Warranties and Agreements. Each Debtor hereby represents, warrants and agrees as follows:

(a) ***Existence; Authority.*** The execution, delivery and performance by each Debtor of this Agreement are within the power of such Debtor and have been duly authorized by all necessary actions on the part of or on behalf of such Debtor’s board of directors or other governing body, and if necessary its stockholders, members or partners, as applicable and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its organizational documents or any agreement presently binding on it. This Agreement has been duly executed and delivered by each Debtor and constitutes each Debtor’s lawful, binding and legally enforceable obligation. The correct name of each Debtor is set forth on the signature page hereto. The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) ***Trademarks.*** Exhibit A lists all Trademarks owned or controlled, through a license or otherwise, by each Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all registrations pertaining thereto as of the date hereof.

(c) ***Title.*** Except as permitted herein or in the Credit Agreement, each Debtor (i) will have, at the time such Debtor acquires any Trademarks hereafter arising, right, title and interest to each such Trademark free and clear of all security interests, liens and encumbrances, except the Security Interest and Permitted Encumbrances, and except as set forth on the exhibits attached hereto, (ii) will keep all Trademarks free and clear of all security interests, liens and encumbrances, except the Security Interest and Permitted Encumbrances.

(d) ***No Sale.*** Except as permitted herein or in the Credit Agreement, no Debtor will sell or otherwise dispose of the Trademarks, or any interest therein, without the Secured Party’s prior written consent.

(e) ***Defense.*** To the extent reasonably advisable in its business, each Debtor will at its own expense, and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all persons other than the Secured Party.

(f) ***Maintenance.*** Each Debtor will at its own expense maintain the Trademarks to the extent reasonably material to its business as currently conducted and as contemplated to be conducted pursuant to the Credit Agreement, including, but not limited to, filing all renewals possible with respect to issued registrations. Each Debtor covenants that it will not abandon, nor fail to pay any maintenance fee or annuity due and payable on, any material Trademark, nor fail to file any required affidavit in support

thereof, without first providing the Secured Party: (i) sufficient written notice, as provided in the Credit Agreement, to allow the Secured Party to timely pay any such maintenance fees or annuity which may become due on any of said Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, should such be necessary or desirable.

(g) ***Secured Party's Right to Take Action.*** If any Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives such Debtor written notice thereof (or, in the case of the agreements contained in subsection (f), immediately upon the occurrence of such failure, without notice or lapse of time), the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of any Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

(h) ***Costs and Expenses.*** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, each Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (g) or exercising its rights under Section 6, together with interest thereon at the rate stated in the Credit Agreement from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

(i) ***Power of Attorney.*** To facilitate the Secured Party's taking action under subsection (g) and exercising its rights under Section 6, each Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of such Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of such Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by such Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Each Debtor hereby ratifies all actions that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. **Debtor's Use of the Trademarks.** Each Debtor shall be permitted to use and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the

same effect as if this Agreement had not been entered into, so long as no Event of Default has occurred and is continuing.

5. Events of Default. The Debtors shall be in default under this Agreement upon the happening of any Event of Default, as defined in the Credit Agreement (herein called "Event of Default").

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks (in the case of Trademark licenses, subject to quality control provisions in the original license).

(c) The Secured Party may enforce the Trademarks and any licenses thereunder, and if the Secured Party shall commence any suit for such enforcement, each Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Party shall not be obligated to preserve any rights any Debtor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of each Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by each Debtor and delivered to the Secured Party, and each Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by a Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Texas without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application

had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

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IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

GEOKINETICS INC.

By: Thomas J. Concannon  
Name: Thomas J. Concannon  
Title: Vice President

GEOPHYSICAL DEVELOPMENT CORPORATION

By: Thomas J. Concannon  
Name: Thomas J. Concannon  
Title: Treasurer

QUANTUM GEOPHYSICAL, INC.

By: Thomas J. Concannon  
Name: Thomas J. Concannon  
Title: Treasurer

TRACE ENERGY SERVICES, INC.

By: Thomas J. Concannon  
Name: Thomas J. Concannon  
Title: Treasurer

TRACE ENERGY SERVICES LTD.

By: Thomas J. Concannon  
Name: Thomas J. Concannon  
Title: Treasurer



PNC BANK, NATIONAL ASSOCIATION


By:   
Terrance O. McKinney  
Vice President

EXHIBIT A

**Intellectual Property, Source Code Escrow Agreements: All Pertain to Geophysical Development Corporation**

	<u>Description</u>	<u>1st Used</u>	<u>Filing Date</u>	<u>Office action submission</u>	<u>Response due</u>	<u>Request</u>	<u>Action</u>	<u>Item</u>
Solid 78594718	Full elastic modeling package	1982	24-Mar-05	19-Oct-05	19-Apr-06	refusal based on likelihood of confusion	response in process (extensive arguments required)	
Jrouge 78594766	Rock property analysis application for specific geographic areas	2000	24-Mar-05	18-Oct-05	18-Apr-06	substitute specimen required	proposed response send to Mr. Dunn Feb 27, 2006	copy of CD / label required
GDCMOD 78594789	Well log modeling application for AVO	1989	24-Mar-05	6-Feb-06	6-Aug-06	substitute specimen required	proposed response attached	copy of CD / label required
GDC Tiles 78594651	Rock property database segmented by geographic area for well modeling	2004	24-Mar-05	28-Oct-05	28-Apr-06	substitute specimen required	proposed response attached	copy of CD / label required
ETHOS 78594681	Proprietary seismic data processing system	1995	24-Mar-05	25-Oct-05	25-Apr-06	substitute specimen required	proposed response attached	copy of CD / label required
ETVIEW 78594692	Seismic data processing viewing application	1995	24-Mar-05	9-Jan-06	no response due		No action. Application going through final review	

**TRADEMARK**

**REEL: 003331 FRAME: 0703**

**Trademark Applications for Geophysical Development Corporation**

<u>Trademark Applications</u>	
<b>GDC TILES</b>	A response to office action was filed with the USPTO on April 17, 2006. The amendment was entered on May 16, 2006. The Examiner will either issue an additional office action or the application will proceed to publication.
<b>GDCMOD</b>	A response to office action was filed with the USPTO on April 17, 2006. An additional non-final office action was mailed on May 10, 2006, however, we have not yet received it.
<b>ETHOS</b>	A response to office action was filed with the USPTO on April 18, 2006. The amendment was entered and the application was approved
<b>ETVIEW</b>	A response to office action was filed with the USPTO on January 9, 2006. The application was published for opposition on April 18, 2006. If the opposition or extension to file an opposition is filed by May 18, 2006, the application will be allowed and then proceed to registration.
<b>JROUGE</b>	A response to office action was filed with the USPTO on April 17, 2006. The amendment was entered and the application was approved for publication on May 5, 2006.
<b>SOLID</b>	A response to office action was filed with the USPTO on April 18, 2006. To date, there has been no further activity.