

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 HOLDINGS USA, INC.		02/12/2010	CORPORATION: DELAWARE
GEOKINETICS, INC.		02/12/2010	CORPORATION: DELAWARE
ADVANCED SEISMIC TECHNOLOGY, INC.		02/12/2010	CORPORATION: TEXAS
GEOKINETICS ACQUISITION COMPANY		02/12/2010	CORPORATION: DELAWARE
GEOKINETICS MANAGEMENT, INC.		02/12/2010	CORPORATION: TEXAS
GEOKINETICS PROCESSING, INC.		02/12/2010	CORPORATION: TEXAS
GEOKINETICS SERVICES CORP.		02/12/2010	CORPORATION: TEXAS
GEOKINETICS USA, INC.		02/12/2010	CORPORATION: TEXAS
GEOKINETICS INTERNATIONAL HOLDINGS, INC.		02/12/2010	CORPORATION: DELAWARE
GEOKINETICS INTERNATIONAL, INC.		02/12/2010	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION
Street Address:	5555 SAN FELIPE
Internal Address:	SUITE 1150
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77056
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3530976	GEOKINETICS

CH \$265.00 3530976

Registration Number:	3569707	G GEOKINETICS
Registration Number:	3226728	GDCMOD
Registration Number:	3147814	JROUGE
Registration Number:	3156555	SOLID
Registration Number:	3114007	ETVIEW
Registration Number:	3153091	ETHOS
Registration Number:	3329082	GDC TILES
Registration Number:	2476496	G
Registration Number:	1959013	GRANT GEOPHYSICAL

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-848-4455
Email: jlik@shearman.com
Correspondent Name: Timothy Franklin
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35614/111
NAME OF SUBMITTER:	TIMOTHY FRANKLIN
Signature:	/TIMOTHY FRANKLIN/
Date:	03/18/2010

Total Attachments: 8
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EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 12, 2010, is among each of the undersigned (each, a "Grantor"), and U.S. Bank National Association, as collateral trustee (in such capacity, together with any successor collateral trustee appointed pursuant to the Collateral Trust and Intercreditor Agreement (as defined in the Security Agreement), the "Collateral Trustee") for the Senior Representatives and the holders of the Senior Obligations (each as defined in the Collateral Trust and Intercreditor Agreement and collectively, together with the Collateral Trustee, the "Secured Parties").

WITNESSETH:

WHEREAS Geokinetics Holdings USA, Inc. (the "Company") has entered into an Indenture dated as of December 23, 2009 (as it may be amended, restated, supplemented, or modified from time to time, the "Senior Indenture") with U.S. Bank National Association as trustee ("Indenture Trustee") for the holders of the Company's 9.75% Senior Secured Notes due 2014 (including any additional notes that may be issued under the Senior Indenture from time to time and any exchange notes issued in respect of such notes and additional notes, the "Senior Notes") in an aggregate principal amount of \$300 million. The Grantors (other than the Company) are, as of the date hereof, guaranteeing the obligations of the Company in respect of the Senior Notes pursuant to a supplemental indenture executed and delivered in connection with the Senior Indenture;

WHEREAS the Company, the lenders and agent party thereto, RBC Capital Markets, as lead arranger and bookrunner, and Royal Bank of Canada, as administrative agent and collateral agent have entered into that certain senior credit agreement dated as of February 12, 2010 (as it may be amended, restated, supplemented, or modified from time to time, the "Senior Credit Agreement") providing for a \$50 million revolving credit facility (such extension of credit by the lenders thereto, the "Senior Loans"). The Grantors (other than the Company) are, as of the date hereof, guaranteeing the obligations of the Company in respect of the Senior Loans pursuant to a guaranty agreement executed and delivered in connection with the Senior Credit Agreement;

WHEREAS in order to induce the Indenture Trustee to enter into the Senior Indenture, the lenders to enter into the Senior Credit Agreement and the other Senior Representatives and the other holders of the Senior Obligations to enter into the Secured Debt Documents, pursuant to the Pledge and Security Agreement, dated as of February 12, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors and the Collateral Trustee, the Company has agreed to cause each Grantor to grant to the Collateral Trustee a security interest in and continuing lien on, all of such Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, acceleration, demand or otherwise, of all Priority Lien Obligations (as defined in the Collateral Trust and Intercreditor Agreement);

WHEREAS the parties to the Note Documents, the Priority Bank Debt Documents and the other Secured Debt Documents contemplate and intend that the Collateral Trustee shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Senior Indenture) shall occur and be continuing, the right to exercise its remedies under the Secured Debt Documents in connection with all of the Grantors' right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Senior Indenture, the Senior Credit Agreement and the other Secured Debt Documents, the Grantors are required to execute and deliver this Agreement.

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

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and the Collateral Trust and Intercreditor Agreement and used herein have the meaning given to them in the Security Agreement and the Collateral Trust and Intercreditor Agreement.

Section 2. Grant of Security Interest in Trademarks

Each Grantor hereby grants or confirms the grant made pursuant to the Security Agreement, as the case may be, to the Collateral Trustee a security interest in and continuing lien on, all of such Grantor's right, title and interest in, to and under the Trademarks, including but not limited to the registered Trademarks listed in Schedule A, in each case whether now owned or existing or hereafter acquired or arising and wherever located (provided that no security interest shall be granted in any Trademark that is Excluded Property as defined in the Security Agreement) (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due of all Priority Lien Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Trustee on behalf of and for the ratable benefit of the Secured Parties, pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Trustee 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. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

The Grantors hereby authorize and request that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York without regard to its conflict of law principles.

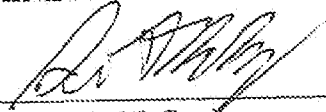
This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier (or other electronic transmission) shall be as effective as delivery of an original executed counterpart of this Agreement.

[Signature Pages Follow]

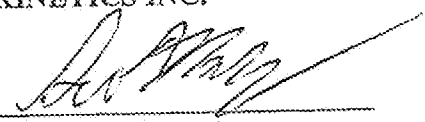
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS

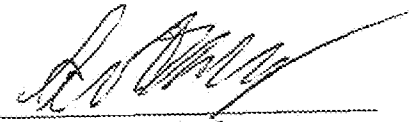
GEOKINETICS HOLDINGS USA, INC.

By: 
Name: Scott A. McCurdy
Title: Vice President


GEOKINETICS INC.

By: 
Name: Scott A. McCurdy
Title: Vice President and
Chief Financial Officer

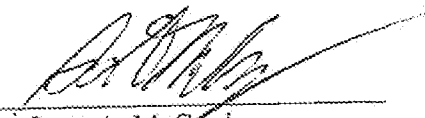
**ADVANCED SEISMIC TECHNOLOGY,
INC.**

By: 
Name: Scott A. McCurdy
Title: Vice President

**GEOKINETICS ACQUISITION
COMPANY**

By: 
Name: Scott A. McCurdy
Title: Vice President

GEOKINETICS MANAGEMENT, INC.

By: 
Name: Scott A. McCurdy
Title: Vice President

[Signature Page Trademark Security Agreement]

GEOKINETICS PROCESSING, INC.

By: 

Name: Scott A. McCurdy

Title: Vice President

GEOKINETICS SERVICES CORP.

By: 

Name: Scott A. McCurdy

Title: Vice President

GEOKINETICS USA, INC.

By: 

Name: Scott A. McCurdy

Title: Vice President

**GEOKINETICS INTERNATIONAL
HOLDINGS, INC.**

By: 

Name: Scott A. McCurdy

Title: Vice President

**GEOKINETICS INTERNATIONAL,
INC.**

By: 

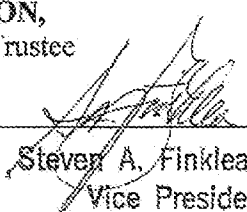
Name: Scott A. McCurdy

Title: Vice President

COLLATERAL TRUSTEE:


**U.S. BANK NATIONAL
ASSOCIATION,**
as Collateral Trustee

By: _____


Name: Steven A. Finklea, CCTS
Title: Vice President

SCHEDULE A

TRADEMARKS

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Geokinetics Inc.	“Geokinetics” for Geophysical Services for the Oil and gas Industries, Namely, Seismic Data Acquisition and Processing, in Class 42	November 11, 2008	US: 3,530,976
Geokinetics Inc.	 for Geophysical Services for the Oil and gas Industries, Namely, Seismic Data Acquisition and Processing, in Class 42	February 3, 2009	US: 3,569,707
Geokinetics Inc.	SOLID STATE GEOPHYSICAL	08/21/2008	Canada: 721599
Geokinetics Inc.	TRACE ENERGY SERVICES T	10/08/2008	Canada: 725554
Geokinetics Inc.	SOLID STATE GEOPHYSICAL	06/17/2008	Canada: 716741
Geokinetics Inc.	GEOKINETICS	01/10/2008	Canada: 704377
Geokinetics Inc.	GEOKINETICS	01/10/2008	Canada: 704378
Geokinetics Processing [trademark in the company’s original name - Geophysical Development Corporation]	GDCMOD	04/10/2007	US: 3226728
Geokinetics Processing [trademark in the company’s original name - Geophysical Development Corporation]	JROUGE	09/26/2006	US: 3147814
Geokinetics Processing [trademark in the company’s original name - Geophysical Development Corporation]	SOLID	10/17/2006	US: 3156555

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Geokinetics Processing [trademark in the company's original name - Geophysical Development Corporation]	ETVIEW	07/11/2006	US: 3114007
Geokinetics Processing [trademark in the company's original name - Geophysical Development Corporation]	ETHOS	10/10/2006	US: 3153091
Geokinetics Processing [trademark in the company's original name - Geophysical Development Corporation]	GDC TILES	11/06/2007	US: 3329082
Geokinetics International Holdings, Inc. [trademark in the company's original name – Grant Geophysical, Inc.]	G	08/07/2001	US: 2476496
Geokinetics International Holdings, Inc. [trademark in the company's original name – Grant Geophysical, Inc.]	GRANT GEOPHYSICAL	02/27/1996	US: 1959013