

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)/Execution Date(s):

U.S. BANK NATIONAL ASSOCIATION

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- National Association
- Limited Partnership

Citizenship: USA

Execution Date(s) May 10, 2013

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

- Yes
- No

Additional names, addresses, or citizenship attached?

Name: GEOKINETICS HOLDINGS USA, INC.

Internal Address:

Street Address: 1500 CITYWEST BLVD.

City: HOUSTON

State: TX

Country: USA

Zip: 77042

- National Banking Association Citizenship:
 - General Partnership Citizenship:
 - Limited Partnership Citizenship:
 - Corporation Citizenship: DE
 - Other ___ Citizenship:
- 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)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: Release of Security Interest
- Merger
- Change of Name

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

A. Trademark Application No.(s) See Attached Schedule A

B. Trademark Registration No.(s) See Attached Schedule A

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: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 10 US Trademarks

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 265.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1868
Expiration Date 06/15

b. Deposit Account Number
Authorized User Name:

9. Signature:

Kareem Anslev
Signature

May 10, 2013
Date

Kareem Anslev
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6985, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$265.00 3530976

THIS IS A CONTINUATION OF THE INFORMATION IN ITEM NO. 2.

Names and citizenships of additional receiving parties:


GEOKINETICS, INC., a Delaware corporation
ADVANCED SEISMIC TECHNOLOGY, INC., a Texas corporation
GEOKINETICS ACQUISITION COMPANY, a Delaware corporation
GEOKINETICS MANAGEMENT, INC., a Texas corporation
GEOKINETICS PROCESSING, INC., a Texas corporation
GEOKINETICS SERVICES CORP., a Texas corporation
GEOKINETICS USA, INC., a Texas corporation
GEOKINETICS INTERNATIONAL HOLDINGS, INC., a Delaware corporation
GEOKINETICS INTERNATIONAL, INC., a Texas corporation

Address of additional receiving parties:

1500 CITYWEST BLVD.
HOUSTON, TX 77042

Schedule A

Trademark Registrations/Applications

<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, Inc.	GDCMOD	04/10/2007	US: 3226728
Geokinetics Processing, Inc.	JROUGE	09/26/2006	US: 3147814
Geokinetics Processing, Inc.	SOLID	10/17/2006	US: 3156555
Geokinetics Processing, Inc.	ETVIEW	07/11/2006	US: 3114007
Geokinetics Processing, Inc.	ETHOS	10/10/2006	US: 3153091
Geokinetics Processing, Inc.	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

EXECUTION VERSION

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Termination"), is dated as of May 10, 2013, and made by U.S. Bank National Association, in its capacity as collateral trustee (solely in such capacity, the "Collateral Trustee"), in favor of **Geokinetics Holdings USA, Inc., Geokinetics Inc., Advanced Seismic Technology, Inc., Geokinetics Acquisition Company, Geokinetics Management, Inc., Geokinetics Processing, Inc., Geokinetics Services Corp., Geokinetics USA, Inc., Geokinetics International Holdings, Inc., Geokinetics International, Inc.**, (individually, "Grantor," and collectively, "Grantors").

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of February 12, 2010, made by each Grantor in favor of the Collateral Trustee (the "Trademark Security Agreement"), a security interest was granted by each Grantor to the Collateral Trustee in certain collateral, including the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 18, 2010, at Reel 004170 and Frame 0020; and

WHEREAS, the Collateral Trustee now desires to terminate and release the Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, the Collateral Trustee hereby states as follows.

1. Definitions. The term "Trademark Collateral," as used herein, has the same meaning given to such term in the Trademark Security Agreement, and includes, without limitation, the trademarks listed in Schedule A hereto.

2. Release of Security Interest. The Collateral Trustee hereby (i) terminates the Trademark Security Agreement, and (ii) terminates, releases and discharges its security interest in and continuing lien on the Trademark Collateral. The Collateral Trustee authorizes and requests that the Commissioner of Patents and Trademarks record this Termination.

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IN WITNESS WHEREOF, the Collateral Trustee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

U.S. BANK NATIONAL ASSOCIATION, as Collateral
Trustee

By:  _____

Name: Barry Ihrke
Title: Vice President

Signature Page to Termination and Release of Security Interest in Trademarks