

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309581

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAExploration, Inc.		07/02/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Noteholder Collateral Agent		
Street Address:	5555 San Felipe Street		
Internal Address:	Suite 1150		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4243112		
Registration Number:	4231156	SAEXPLORATION	
Registration Number:	4231157	SAEXPLORATION	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<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:	404-581-8275		
Email:	srbrown@jonesday.com		
Correspondent Name:	Sidney R. Brown, Jones Day		
Address Line 1:	1420 Peachtree Street, NE		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	175274-630002		
NAME OF SUBMITTER:	Sidney R. Brown		
SIGNATURE:	/Sidney R. Brown/		
DATE SIGNED:	07/02/2014		
Total Attachments: 6			

OP \$90.00 4243112

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of July 2, 2014, by SAExploration, Inc., a Delaware corporation (the "Pledgor"), in favor of U.S. Bank National Association, in its capacity as noteholder collateral agent pursuant to the Indenture, dated as of the date hereof (in such capacity, the "Noteholder Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is a party to a Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Noteholder Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Noteholder Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Pledgor hereby agrees with the Noteholder Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Noteholder Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of the right, title and interest of the Pledgor in, to and under all of the following Collateral of the Pledgor (collectively, the "Trademark Collateral");

(a) the Trademarks of the Pledgor listed on Schedule 1 hereto (provided that no security interest shall be granted in United States intent-to-use trademark or service mark 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 of such intent-to-use trademark or service mark applications under applicable federal law);

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Noteholder Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Noteholder Collateral Agent with

respect to the lien on and 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 that any provision of this Trademark Security Agreement is deemed to be inconsistent with or in conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Noteholder Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the release of the security interests granted to the Noteholder Collateral Agent pursuant to Section 11.4 of the Security Agreement, upon written request of the Company, the Noteholder Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 7. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, FROM AND AFTER THE EXECUTION AND DELIVERY OF THE INTERCREDITOR AGREEMENT (AS DEFINED IN THE SECURITY AGREEMENT), THE LIEN AND SECURITY INTEREST GRANTED TO THE NOTEHOLDER COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR

REMEDY BY THE NOTEHOLDER COLLATERAL AGENT HEREUNDER SHALL BE SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT AND IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[SIGNATURE PAGE FOLLOWS]

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

SAEXPLORATION, INC.

By: Brent Whiteley

Name: Brent Whiteley


Title: Chief Financial Officer, General
Counsel and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005315 FRAME: 0475

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
as Noteholder Collateral Agent

By: 

Name: **Mauri J. Cowen**



Title: **Vice President**

[Signature Page to Trademark Security Agreement]

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	TRADEMARK¹ (COUNTRY)	FILED	APPL #	REG. DATE	REG #
SAExploration, Inc.	 (United States)	8/18/11	85401859	11/13/12	4243112
SAExploration, Inc.	SAEXPLORATION (United States)	8/18/11	85401848	10/23/12	4231156
SAExploration, Inc.	 SAExploration (United States)	8/18/11	85401855	10/23/12	4231157

Trademark Applications:

None.

¹ When the trademark is in all capital letters, then the application/registration makes no claim to a particular font/style/size/color.