

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371675

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|---|-------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Klein Marine Systems, Inc. | | 01/29/2016 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | HSBC Bank USA, N.A. | | |
| Street Address: | 452 Fifth Ave., 8E6 | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10018 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 0904723 | A | |
| Registration Number: | 3869915 | HYDROCHART | |
| Registration Number: | 1259219 | HYDROSCAN | |
| Serial Number: | 86621183 | SONARPRO | |
| Serial Number: | 86621165 | HARBORGUARD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7132387161 | | |
| <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> | | | |
| Email: | annesullivan@andrewskurth.com | | |
| Correspondent Name: | Andrews Kurth LLP | | |
| Address Line 1: | 600 Travis, Suite 4200 | | |
| Address Line 4: | Houston, TEXAS 77002 | | |
| ATTORNEY DOCKET NUMBER: | 208954 | | |
| NAME OF SUBMITTER: | Anne Sullivan | | |
| SIGNATURE: | /Anne Sullivan/ | | |
| DATE SIGNED: | 02/02/2016 | | |
| Total Attachments: 4 | | | |
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Klein Marine Systems, Inc., a Delaware corporation (formerly known as L-3 Communications Klein Associates, Inc., "Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to a Credit Agreement dated as of August 2, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Mitcham Industries, Inc., a Texas corporation (the "Borrower"), the Lenders party thereto (the "Lenders"), and HSBC Bank USA, N.A., as Administrative Agent, the Lenders have agreed to make Loans to and make other extensions of credit on behalf of the Borrower (capitalized terms used but not defined herein have the respective meanings assigned to them in the Credit Agreement); and

WHEREAS, pursuant to the terms of the Security and Pledge Agreement dated as of August 2, 2013, 2013 (as supplement by the Joinder Agreement dated as of the date hereof, between the Grantor and the Administrative Agent and as further amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Guarantors party thereto (the "Guarantors") and HSBC Bank USA, N.A., as collateral agent for each of the Secured Parties (as defined in the Security Agreement) (in such capacity, the "Administrative Agent"), Grantor has agreed to grant in favor of the Administrative Agent a perfected security interest in, and the Administrative Agent has agreed to become a secured creditor with respect to, Trademark Collateral (hereafter defined);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (collectively, the "Trademark Collateral"):

- (i) all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including but not limited to those registrations listed on Schedule A;
- (ii) all renewals of trademark and service mark registrations;
- (iii) all rights (A) to all income, royalties, damages and other payments (including in respect of all past, present and future infringements) with respect to any of the foregoing, (B) to sue for all past, present and future infringements thereof, and (C) otherwise accruing under or pertaining to any of the foregoing, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark;
- (iv) all licenses or user or other agreements granted to Grantor with respect to any of the foregoing, in each case whether now or hereafter owned or used; and

(v) all causes of action, claims and warranties now or hereafter owned or acquired by Grantor in respect of any of the items listed above.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, constitute a default under, or result in the termination of, any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

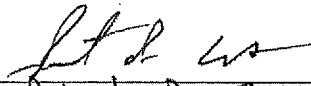
Grantor further acknowledges that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This agreement shall be governed by, and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its duly authorized officer as of the 29th day of January, 2016.

KLEIN MARINE SYSTEMS, INC.

By: 
Name: Robert P. Capp
Title: CEO

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

| <u>Registered Owner</u> | <u>United States Trademark/Service Mark</u> | <u>Registration or Serial Number</u> | <u>Registration or Filing Date</u> |
|----------------------------|---|--|--|
| Klein Marine Systems, Inc. | Logo (Beam & Design) | US 904,723 | 12/22/1970 |
| Klein Marine Systems, Inc. | Hydrochart | US 3,869,915 | 11/17/2010 |
| Klein Marine Systems, Inc. | Hydroscan | US 1,259,219 | 11/29/1983 |
| Klein Marine Systems, Inc. | Sonarpro | US 86621183 | 05/06/2015 |
| Klein Marine Systems, Inc. | Harborguard | US 86621165 | 05/06/2015 |