

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM396658

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. Bank National Association		08/24/2016	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Savings Fund Society, FSB,		
<b>Street Address:</b>	500 Delaware Avenue		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4231156	SAEXPLORATION	
<b>Registration Number:</b>	4231157	SAEXPLORATION	
<b>Registration Number:</b>	4243112		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4152687522		
<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>			
<b>Phone:</b>	415-268-6538		
<b>Email:</b>	hcheng@mofo.com		
<b>Correspondent Name:</b>	Jennifer Lee Taylor		
<b>Address Line 1:</b>	425 Market Street		
<b>Address Line 2:</b>	Morrison & Foerster LLP		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	76291-4		
<b>NAME OF SUBMITTER:</b>	Jennifer Lee Taylor		
<b>SIGNATURE:</b>	/JLT/		
<b>DATE SIGNED:</b>	08/26/2016		
<b>Total Attachments: 5</b>			
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**Trademark Security Agreement Assignment**

THIS TRADEMARK SECURITY AGREEMENT ASSIGNMENT, dated as of August 24, 2016, is made by and between U.S. Bank National Association ("U.S. Bank") as the former Noteholder Collateral Agent, and Wilmington Savings Fund Society, FSB, a corporation of Delaware having offices at 500 Delaware Avenue, Wilmington, Delaware, 19801 (the "New Noteholder Collateral Agent"). All capitalized terms not defined herein shall have the meanings ascribed to them in the Indenture (as defined below).

**W I T N E S S E T H :**

WHEREAS, the Borrower, the Guarantors, and U.S. Bank, as Trustee and Noteholder Collateral Agent, entered into that certain Indenture, dated as of July 2, 2014 (as amended, supplemented or otherwise modified from time to time, the "Indenture");

WHEREAS, U.S. Bank has been removed as Trustee and Noteholder Collateral Agent;

WHEREAS, U.S. Bank was directed to transfer all property held by it as Trustee to the successor trustee, when appointed, in accordance with section 7.08 of the Indenture;

WHEREAS, on June 23, 2016, the New Noteholder Collateral Agent confirmed its acceptance of the position of successor Trustee and Noteholder Collateral Agent under the Indenture;

WHEREAS, SAExploration, Inc. entered into that certain trademark security agreement ("Trademark Security Agreement"), dated as of July 2, 2014, by which U.S. Bank, in its capacity as Noteholder Collateral Agent, was granted a security interest in the Trademark Collateral (as defined in the Trademark Security Agreement) and such Trademark Security Agreement was recorded at Reel and Frame Number 5315/0470 with the United States Patent and Trademark Office ("PTO");

WHEREAS, the New Noteholder Collateral Agent wishes to acknowledge its appointment as Noteholder Collateral Agent under the Trademark Security Agreement and its assumption of the rights, powers, privileges and duties of the Noteholder Collateral Agent thereunder;

WHEREAS, U.S. Bank wishes to acknowledge its removal from its position as the Noteholder Collateral Agent under the Trademark Security Agreement; and

WHEREAS, this Trademark Security Agreement Assignment is intended to confirm the appointment of the New Noteholder Collateral Agent as Noteholder Collateral Agent under the Trademark Security Agreement and be recorded with the PTO or other appropriate government authorities.

NOW, THEREFORE, IT IS AGREED:

As of the date hereof, (a) U.S. Bank hereby confirms its removal, termination, release, and discharge from any responsibilities or obligations as Noteholder Collateral Agent under the Trademark Security Agreement and (b) the New Noteholder Collateral Agent hereby acknowledges its appointment as Noteholder Collateral Agent under the Trademark Security Agreement and its assumption of the rights, powers, privileges and duties of the Noteholder Collateral Agent thereunder.

This Trademark Security Agreement Assignment may be recorded with the PTO or any other government offices as desired by the New Noteholder Collateral Agent.

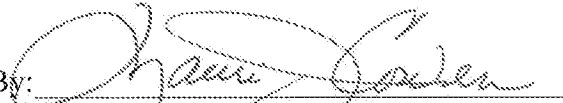
This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

**FORMER NOTEHOLDER  
COLLATERAL AGENT:**

U.S. BANK NATIONAL ASSOCIATION

By: 

Name: Mauri J. Cowen

Title: Vice President

**NEW NOTEHOLDER COLLATERAL  
AGENT:**

WILMINGTON SAVINGS FUND  
SOCIETY, FSB

By: \_\_\_\_\_

Name: Patrick J. Healy

Title: Vice President

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

**FORMER NOTEHOLDER  
COLLATERAL AGENT:**

U.S. BANK NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name:  
Title:



**NEW NOTEHOLDER COLLATERAL  
AGENT:**

WILMINGTON SAVINGS FUND  
SOCIETY, FSB

By:  \_\_\_\_\_  
Name: Patrick J. Healy  
Title: Vice President

**SCHEDULE 1**  
**TO**  
**ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Trademark Registrations:

PLEDGOR OWNER	MARK	COUNTRY	REG. NO.	APPLICATION NO.	FILING DATE	ISSUE DATE
SAExploration, Inc.	SAEXPLORATION	US	4,231,156	85/401,848	8/18/11	10/23/12
SAExploration, Inc.	 SAExploration	US	4,231,157	85/401,855	8/18/11	10/23/12
SAExploration, Inc.		US	4,243,112	85/401,859	8/18/11	11/13/12

Trademark Applications:

PLEDGOR OWNER	MARK	COUNTRY	APPLICATION NO.	FILING DATE

None.