

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM444479

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAEXPLORATION, INC.		09/22/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Cantor Fitzgerald Securities, as Agent		
Street Address:	1801 N. Military Trail		
Internal Address:	Suite 202		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33431		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85401855	SAEXPLORATION	
Serial Number:	85401848	SAEXPLORATION	
Serial Number:	85401859		
CORRESPONDENCE DATA			
Fax Number:			
<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:	617-856-8165		
Email:	agrandy@brownrudnick.com		
Correspondent Name:	Adam Grandy		
Address Line 1:	One Financial Center		
Address Line 4:	Boston, MASSACHUSETTS 02111		
NAME OF SUBMITTER:	Adam Grandy		
SIGNATURE:	/Adam Grandy/		
DATE SIGNED:	09/26/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of September 22, 2017 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") is made and entered into by and among each of the entities identified on the signature page hereto as a Grantor (each, a "Grantor" and collectively, the "Grantors") and Cantor Fitzgerald Securities, in its capacity as Agent.

WITNESSETH:

WHEREAS, the Grantors are party to that certain First Amended and Restated Credit and Security Agreement dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit and Security Agreement") by and among SAExploration, Inc., as borrower, the guarantors from time to time party thereto, the lenders from time to time party thereto and Cantor Fitzgerald Securities, as administrative agent and collateral agent.

NOW, THEREFORE, in consideration of the foregoing premises, the Grantors hereby agree with the Agent, as follows:

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

SECTION 2. *Grant of Security Interest in Trademark Collateral.* Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under any and all trademarks, trade names, service marks, trade dress, taglines, brand names, logos and corporate names, and all registrations and applications therefor, including (i) the trademarks, trade names, service marks, trade dress, taglines, brand names, logos and corporate names, and all registrations and applications therefor listed on Schedule I hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of such Grantor's business symbolized by the foregoing or connected therewith, (vi) all of such Grantor's rights corresponding thereto throughout the world and (vii) all of the Proceeds of the foregoing (collectively, the "Trademark Collateral") provided that, for the avoidance of doubt, the Trademark Collateral shall not include any Excluded Property.

SECTION 3. *Security Agreement.* The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Credit and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit and 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 conflict with the Credit and Security Agreement, the provisions of the Credit and Security Agreement shall control.

SECTION 4. *Applicable Law.* This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 5. *Counterparts.* This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 6. *Concerning the Agent.* Cantor Fitzgerald Securities is entering into this Trademark Security Agreement solely in its capacity as Agent under the Credit and Security Agreement and not in its individual or corporate capacity. In acting hereunder, Agent shall be entitled to all of the rights, privileges and immunities set forth in the Credit and Security Agreement and the other Loan Documents, whether or not expressly set forth herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor 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

Accepted and agreed.

CANTOR FITZGERALD SECURITIES,
as Agent

By: _____
Name: James Bond
Title: Chief Operating Officer

(Trademark Security Agreement)

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

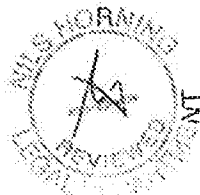
SAEXPLORATION, INC.

By: _____
Name:
Title:

Accepted and agreed.

CANTOR FITZGERALD SECURITIES,
as Agent

By: _____
Name: James Bond
Title: Chief Operating Officer



SAExploration
(Trademark Security Agreement)

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Record	Trademark	Registration Date	Registration No.	Owner
US Federal	SAEXPLORATION	10/23/2012	SN:85-401848 RN:4,231,156	SAExploration, Inc. (Delaware corp.) 8240 Sandlewood Place Anchorage, AK 95507
US Federal	 SAExploration	10/23/2012	SN:85-401855 RN:4,231,157	SAExploration, Inc. (Delaware corp.) 8240 Sandlewood Place Anchorage, AK 95507
US Federal		11/13/2012	SN:85-401859 RN:4,243,112	SAExploration, Inc. (Delaware corp.) 8240 Sandlewood Place Anchorage, AK 95507
<u>Trademark Application</u>		<u>Application/Serial Number</u>	<u>Application Date</u>	
None				