

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM486886

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAEXPLORATION ACQUISITIONS (U.S.), LLC		07/25/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CANTOR FITZGERALD SECURITIES, as agent		
Street Address:	1801 N. MILITARY TRAIL, SUITE 202		
Internal Address:	ATTN: N. HORNING (SAEXPLORATION)		
City:	BOCA RATON		
State/Country:	FLORIDA		
Postal Code:	33431		
Entity Type:	GENERAL PARTNERSHIP: NEW YORK		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	87439920	ACTIVEFRAC	
Registration Number:	4428480	SYMPHONY	
Registration Number:	4378533	MGTS	
Registration Number:	4366857	MBNA	
Registration Number:	4363341	SBLA	
Registration Number:	4360063	SBDM	
Registration Number:	4264183	SIGTRK	
Registration Number:	3530976	GEOKINETICS	
Registration Number:	3569707	G GEOKINETICS	
Registration Number:	3523970	DIAMOND	
Registration Number:	3523969	BE	
Registration Number:	3629423	TIGRESS	
Registration Number:	3368040	GEOTRACE	
Registration Number:	2894623	MAXRES	
Registration Number:	2960354	ROCKRES	
Registration Number:	2406211	HFI	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$415.00 87439920

Fax Number: 6178568201

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.

Phone: 617-856-8145

Email: ip@brownrudnick.com

Correspondent Name: BROWN RUDNICK LLP

Address Line 1: ONE FINANCIAL CENTER

Address Line 2: ATTN: N. HORNING (SAEXPLORATION)

Address Line 4: BOSTON, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	29970/11
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NAME OF SUBMITTER:	Mark S. Leonardo
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SIGNATURE:	/MARK S. LEONARDO/
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DATE SIGNED:	08/21/2018
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of July 25, 2018 (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 (as defined below).

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Purchase Money Loan 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 “Loan and Security Agreement”) by and among SAExploration Acquisitions (U.S.), LLC, 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 (the “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, capitalized terms defined in the Loan and Security Agreement and used herein have the meaning given to them in the Loan 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 Loan 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 Loan 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 Loan and Security Agreement, the provisions of the Loan 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.

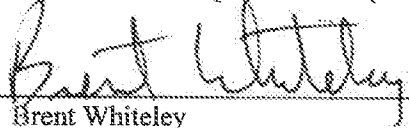
SECTION 6. *Concerning the Agent.* Cantor Fitzgerald Securities is entering into this Trademark Security Agreement solely in its capacity as Agent under the Loan and Security Agreement and not in its individual or corporate capacity. In acting hereunder, Agent shall be entitled to all of the rights,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

SECTION 7. *Recordation.* The Grantors hereby authorize and request that the Register of Trademarks and any other applicable government officer record this Trademark Security Agreement.

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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.

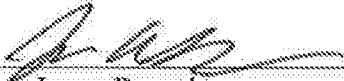
SAEXPLORATION ACQUISITIONS (U.S.), LLC

By: 
Name: Brent Whiteley
Title: Chief Financial Officer, General Counsel and Secretary

[Signature Page to Trademark Security Agreement]

Accepted and agreed.

CANTOR FITZGERALD SECURITIES,
as Agent

By: 
Name: James Buccola
Title: Head of Fixed Income



[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006426 FRAME: 0104

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark	Appln/Reg No.	Owner Name
ACTIVFRAC	87439920	SAExploration Acquisitions (U.S.), LLC
SYMPHONY	4428480	SAExploration Acquisitions (U.S.), LLC
MGTS	4378533	SAExploration Acquisitions (U.S.), LLC
MBNA	4366857	SAExploration Acquisitions (U.S.), LLC
SBLA	4363341	SAExploration Acquisitions (U.S.), LLC
SBDM	4360063	SAExploration Acquisitions (U.S.), LLC
SIGTRK	4264183	SAExploration Acquisitions (U.S.), LLC
GEOKINETICS	3530976	SAExploration Acquisitions (U.S.), LLC
GEOKINETICS LOGO	3569707	SAExploration Acquisitions (U.S.), LLC
DIAMOND	3523970	SAExploration Acquisitions (U.S.), LLC
BE	3523969	SAExploration Acquisitions (U.S.), LLC
TIGRESS	3629423	SAExploration Acquisitions (U.S.), LLC
GEOTRACE	3368040	SAExploration Acquisitions (U.S.), LLC
MAXRES	2894623	SAExploration Acquisitions (U.S.), LLC
ROCKRES	2960354	SAExploration Acquisitions (U.S.), LLC
HFI	2406211	SAExploration Acquisitions (U.S.), LLC