

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491695

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF TRADEMARK SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CANTOR FITZGERALD SECURITIES, as agent		09/26/2018	GENERAL PARTNERSHIP: NEW YORK
RECEIVING PARTY DATA			
Name:	SAEXPLORATION ACQUISITIONS (U.S.), LLC		
Street Address:	1160 DAIRY ASHFORD, SUITE 160		
Internal Address:	ATTENTION: CHIEF FINANCIAL OFFICER		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77079		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
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	
Serial Number:	87439920	ACTIVEFRAC	
CORRESPONDENCE DATA			
TRADEMARK			

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 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:	09/27/2018
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Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (“Release”) is made and effective as of September 26, 2018 by Cantor Fitzgerald Securities, in its capacity as Agent (as defined below) under the Loan and Security Agreement (defined below).

WITNESSETH:

WHEREAS, the Agent and SAExploration Acquisitions (U.S.), LLC (the “Grantor”) entered into that certain Trademark Security Agreement dated as of July 25, 2018, in favor of Agent, for the benefit of the Secured Parties, and recorded with the United States Patent and Trademark Office on August 21, 2018 at Reel/Frame 006426/0099 (the “Trademark Security Agreement”);

WHEREAS, Grantor is party to that certain Purchase Money Loan and 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 “Loan and Security Agreement”) by and among Grantor, 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”), pursuant to which Grantor pledged and granted to the Agent (for the benefit of the Secured Parties) a continuing lien on and security interest in all of Grantor’s right, title and interest in, to and under 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”); and

WHEREAS, Agent desires to terminate the Trademark Security Agreement and terminate, release and discharge fully its continuing lien on and security interest in all of Grantor’s right, title and interest in the Trademark Collateral;

NOW THEREFORE, in consideration for the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

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 and the Trademark Security Agreement, as applicable.
2. Release of Security Interest. Agent, on behalf of the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and releases and discharges any and all collateral pledges, grants, assignments, liens and security interests that is has in and to the Trademark Collateral pursuant to the Trademark Security Agreement and any and all right, title and interest it may have in and to the

Trademark Collateral originally granted to the Secured Parties pursuant to the Loan and Security Agreement, in each case without warranty or recourse.

3. Further Assurances. Agent agrees to take all further actions and such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.
4. Recordation of Release. This Release has been executed and delivered by the Agent for the purpose of recording with the United States Patent and Trademark Office.
5. Applicable Law. This Release 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).
6. Concerning the Agent. Cantor Fitzgerald Securities is entering into this Release 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

**CANTOR FITZGERALD SECURITIES, as
Agent**

By: *[Signature]*
Name:
Title:



[Signature Page to Trademark Release]

**TRADEMARK
REEL: 006445 FRAME: 0554**

SCHEDULE I
TRADEMARKS

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