

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM492073

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SAExploration Acquisitions (U.S.), LLC		09/26/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Delaware Trust Company, as collateral agent		
<b>Street Address:</b>	251 Little Falls Drive		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19808		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87439920	ACTIVEFRAC	
<b>Registration Number:</b>	4428480	SYMPHONY	
<b>Registration Number:</b>	4378533	MGTS	
<b>Registration Number:</b>	4366857	MBNA	
<b>Registration Number:</b>	4363341	SBLA	
<b>Registration Number:</b>	4360063	SBDM	
<b>Registration Number:</b>	4264183	SIGTRK	
<b>Registration Number:</b>	3530976	GEOKINETICS	
<b>Registration Number:</b>	3569707	G GEOKINETICS	
<b>Registration Number:</b>	3523970	DIAMOND	
<b>Registration Number:</b>	3523969	BE	
<b>Registration Number:</b>	3629423	TIGRESS	
<b>Registration Number:</b>	3368040	GEOTRACE	
<b>Registration Number:</b>	2894623	MAXRES	
<b>Registration Number:</b>	2960354	ROCKRES	
<b>Registration Number:</b>	2406211	HFI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172359493		

CH \$415.00 87439920

TRADEMARK

**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:** 617-951-7790  
**Email:** ronald.duvernay@ropesgray.com  
**Correspondent Name:** Ronald M. Duvernay  
**Address Line 1:** Prudential Tower, 800 Boylston Street  
**Address Line 2:** Ropes & Gray LLC  
**Address Line 4:** Boston, MASSACHUSETTS 02199-3600

<b>ATTORNEY DOCKET NUMBER:</b>	109990-0015
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<b>NAME OF SUBMITTER:</b>	Ronald M. Duvernay
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<b>SIGNATURE:</b>	/r duvernay/
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<b>DATE SIGNED:</b>	10/01/2018
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**Total Attachments: 5**

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source=SAE - Trademark Security Agreement#page5.tif

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of September 26, 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 between SAExploration Acquisitions (U.S.), LLC (the “Grantor”) and Delaware Trust Company, in its capacity as collateral agent for the Secured Parties under the Term Loan Agreement referred to below (in such capacity, the “Agent”).

### WITNESSETH:

WHEREAS, the Grantor is party to that certain Term Loan and Security Agreement dated as of June 29, 2016, as amended by Amendment No. 1, dated as of October 24, 2016, Amendment No. 2, dated as of September 8, 2017, Amendment No. 3, dated as of February 28, 2018, Amendment No. 4, dated as of July 25, 2018, and Amendment No. 5, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Term Loan Agreement”) by and among SAExploration Holdings, Inc., as borrower, the Grantor, as a Guarantor, the other Guarantors from time to time party thereto, the lenders from time to time party thereto and the Agent.

WHEREAS, the Grantor and the Secured Parties contemplate and intend that the Agent shall have all rights of a secured party in and to the Trademark Collateral (as defined below) and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Term Loan Agreement) shall occur and be continuing, the right to exercise its remedies under, among other agreements, the Term Loan Agreement and the other Loan Documents (as defined in the Term Loan Agreement), subject in all respects to the terms and provisions of such agreements, in connection with all of the Grantor’s right, title and interest in such Trademark Collateral.

WHEREAS, pursuant to the Term Loan Agreement and the other Loan Documents, the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the Grantor hereby agrees with the Agent, as follows:

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

SECTION 2. *Grant of Security Interest in Trademark Collateral.* To secure the prompt and complete payment or performance in full when due of all Obligations, the Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the 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 the Grantor’s business symbolized by the

foregoing or connected therewith, (vi) all of the 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 benefit of the Secured Parties, pursuant to the Term Loan Agreement, and the 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 Term Loan 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 Term Loan Agreement, the provisions of the Term Loan 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). THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING JURY TRIAL WAIVER AND SUBMISSION TO JURISDICTION SET FORTH IN THE TERM LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

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. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile (or other electronic transmission) shall be as effective as delivery of an original executed counterpart of this Trademark Security Agreement.

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

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the 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: Brent Whiteley  
Name: Brent Whiteley  
Title: Chief Financial Officer, General Counsel and Secretary

Accepted and agreed.

DELAWARE TRUST COMPANY,  
as Agent

By: \_\_\_\_\_  
Name: Alan Halpern  
Title: Vice President

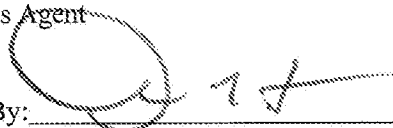
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SAEXPLORATION ACQUISITIONS (U.S.), LLC

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

Accepted and agreed.

DELAWARE TRUST COMPANY,  
as Agent

By:  \_\_\_\_\_  
Name: Alan Halpern  
Title: Vice President

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

Trademark	Appln/Reg No.	Owner Name
ACTIVEFRAC	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