

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491704

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Geokinetics Processing, Inc.		07/25/2018	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	SAExploration Acquisitions (U.S.) LLC		
Street Address:	1160 Dairy Ashford, Ste 160		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77079		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4378533	MGTS	
Registration Number:	4366857	MBNA	
Registration Number:	4363341	SBLA	
Registration Number:	4360063	SBDM	
Registration Number:	4264183	SIGTRK	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	202-887-4000		
Email:	dc_ipdocketing@akingump.com, kkoehler@akingump.com		
Correspondent Name:	David C. Lee		
Address Line 1:	1333 New Hampshire Avenue NW		
Address Line 4:	Washington, D.C. 20036		
NAME OF SUBMITTER:	Kwan Koehler		
SIGNATURE:	/Kwan Koehler/		
DATE SIGNED:	09/27/2018		
Total Attachments: 6			
source=SAE - IP Assignment between Geokinetics Processing Inc. and SAExploration Acquisitions#page1.tif			

CH \$140.00 4378533

source=SAE - IP Assignment between Geokinetics Processing Inc. and SAExploration Acquisitions#page2.tif
source=SAE - IP Assignment between Geokinetics Processing Inc. and SAExploration Acquisitions#page3.tif
source=SAE - IP Assignment between Geokinetics Processing Inc. and SAExploration Acquisitions#page4.tif
source=SAE - IP Assignment between Geokinetics Processing Inc. and SAExploration Acquisitions#page5.tif
source=SAE - IP Assignment between Geokinetics Processing Inc. and SAExploration Acquisitions#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment"), dated July 25, 2018 is by and between Geokinetics Processing, Inc., a Texas corporation (the "Assignor") and SAExploration Acquisitions (U.S.), LLC, a Delaware limited liability company with a business address at 1160 Dairy Ashford, Ste. 160, Houston, Texas 77079 ("Assignee" and together with Assignor, the "Parties").

WHEREAS, SAExploration, Inc., a Delaware corporation and the parent company of Assignee ("Parent"), is party to that certain Asset Purchase Agreement by and among Parent, on the one hand, and Geokinetics Inc., a Delaware corporation, and certain of its subsidiaries, debtors and debtors-in-possession, including Assignor (each a "Seller" and, collectively, "Sellers"), on the other hand, dated as of June 26, 2018 (as the same may be further amended, supplemented or otherwise modified from time to time, the "Asset Purchase Agreement");

WHEREAS, Parent and Assignee, a wholly owned subsidiary of Parent, are parties to that certain Assignment and Assumption Agreement dated July 23, 2018 (the "APA Assignment") pursuant to which Parent assigned all of its right, title and interest in, and its duties and obligations under, the Asset Purchase Agreement to Assignee, and Assignee accepted such right, title and interest in, and agreed to assume, perform and discharge all of Parent's duties and obligations under, the Asset Purchase Agreement, all in accordance with Section 14.11 of the Asset Purchase Agreement;

WHEREAS, pursuant to the Sale Order (as defined in the Asset Purchase Agreement) and subject to the terms and conditions of the Asset Purchase Agreement, (a) Sellers, including Assignor, have agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase, acquire and assume from Sellers, all right, title and interest in, to and under the Purchased Assets (as defined in the Purchase Agreement), including all the seismic data, trademarks, know-how, trade secrets, patentable inventions, patents, and other intellectual property rights associated with the Business (as defined in the Purchase Agreement), including those items set forth on Section 1.1(f) of the Disclosure Schedules to the Purchase Agreement (collectively, "Assigned IP"); and (b) Sellers have agreed to assign to Assignee, and Assignee has agreed to assume, pay, perform and discharge, the Assumed Liabilities; and

WHEREAS, the Parties wish to confirm and memorialize the foregoing agreements with respect to the sale, assignment, transfer, conveyance and delivery of the Assigned IP to Assignee, and through this Assignment, the Parties are consummating the foregoing as of June 26, 2018 ("Effective Date").

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Purchase Agreement, and expressly subject thereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment of Rights. Effective upon the Effective Date, Assignor hereby sells, conveys, delivers, transfers and assigns to Assignee all of Assignor's right, title and interest in, to

and under all the Purchased Assets as set forth in the Purchase Agreement, including the following:

- a. All the trademarks included in Assigned IP, including the trademarks set forth in **Schedule A** attached hereto, including (i) the goodwill associated with the use of and symbolized by such trademarks; (ii) all applications and registrations for the trademarks, and (iii) any and all rights, benefits, privileges and proceeds under the trademarks throughout the world;
- b. Any and all claims against any third party for past, present or future infringement, dilution, misappropriation, misuse or other violation of such Assigned IP and the right to recover for damages and profits for past and future infringements and misappropriations of any part thereof; and
- c. The exclusive right to apply for and maintain all registrations, renewals and/or extensions thereof, the exclusive right to grant licenses or other interests therein, and the right to sue for and recover the same throughout the world in the name of Assignee or its designee.

2. Recordation of Assignment. This Assignment may be made of record in any government and/or administrative authorities, including in the United States Patent and Trademark Office and other foreign government offices, as appropriate and desired by Assignee.

3. Subject to the Purchase Agreement and Further Assurances. The Parties agree that this Assignment shall be subject to all the terms and conditions of the Purchase Agreement and if there are any discrepancies between the two agreements, the applicable terms of the Purchase Agreement shall apply. Furthermore, Assignor hereby agrees that it will, at any time and from time to time after the date hereof, and without further consideration, take all such further actions, and execute and deliver all such further instruments or documents, as may be reasonably requested by Assignee to effectuate the purposes of this Assignment.

4. Expenses. Except as otherwise expressly provided in the Purchase Agreement, Assignor and Assignee shall each bear its own costs and expenses incurred in connection with the preparation, execution and performance of this Assignment, including all fees and expenses of agents, representatives, financial advisors, legal counsel, and accountants.

5. Successors and Assigns. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

6. Amendments and Waivers. No amendment, modification, waiver, replacement, termination, or cancellation of any provision of this Assignment will be valid, unless the same will be in writing and signed by Assignee and Assignor.

7. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other

Party. Facsimile or electronic mail transmission of counterpart signatures to this Assignment shall be acceptable and binding.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

GEOKINETICS PROCESSING, INC.

By: 

Name: David J. Crowley

Title: President and Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 006472 FRAME: 0731

ASSIGNEE:

SAEXPLORATION ACQUISITIONS (U.S.),
LLC

By: Brent Whiteley

Name: Brent Whiteley

Title: Chief Financial Officer, General Counsel
and Secretary

SCHEDULE A

Trademarks

Trademark	Appln/Reg No	Owner Name
MGTS	4378533	Geokinetics Processing Inc.
MBNA	4366857	Geokinetics Processing Inc.
SBLA	4363341	Geokinetics Processing Inc.
SBDM	4360063	Geokinetics Processing Inc.
SIGTRK	4264183	Geokinetics Processing Inc.