

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM494138

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SAEXPLORATION HOLDINGS, INC.		09/26/2018	Corporation: DELAWARE
SAEXPLORATION, INC.		09/26/2018	Corporation: DELAWARE
SAEXPLORATION SUB, INC.		09/26/2018	Corporation: DELAWARE
NES, LLC		09/26/2018	Corporation: ALASKA
SAEXPLORATION SEISMIC SERVICES (US), LLC		09/26/2018	Corporation: DELAWARE
SAEXPLORATION ACQUISITIONS (U.S.), LLC		09/26/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WILMINGTON SAVINGS FUND SOCIETY, FSB, AS COLLATERAL TRUSTEE		
<b>Street Address:</b>	500 Delaware Avenue, 11th Floor		
<b>City:</b>	WILMINGTON		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4231156	SAEXPLORATION	
<b>Registration Number:</b>	4231157	SAEXPLORATION	
<b>Registration Number:</b>	4243112		
<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>TRADEMARK</b>			

Property Type	Number	Word Mark
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**

**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:** 029970.0011

**NAME OF SUBMITTER:** Mark S. Leonardo

**SIGNATURE:** /MARK S. LEONARDO/

**DATE SIGNED:** 10/16/2018

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (this “Agreement”), dated as of September 26, 2018, is among each of the undersigned (each, a “Grantor” and, collectively, the “Grantors”), and Wilmington Savings Fund Society, FSB, as collateral trustee (in such capacity, together with any of its successors and permitted assigns, the “Collateral Trustee”) for the benefit of the Secured Parties (as defined in the Indenture referred to below).

### WITNESSETH:

A. The Grantors, and Wilmington Savings Fund Society, FSB, as Trustee and Collateral Trustee, entered into that certain Senior Secured Convertible Notes Indenture dated as of September 26, 2018 (as it may be amended, restated, supplemented, or modified from time to time, the “Indenture”).

B. In order to induce the Holders to acquire the Notes issued pursuant to the Indenture, the Grantors and the Collateral Trustee entered into that certain Pledge and Security Agreement dated as of September 26, 2018 (as it may be amended, restated, supplemented, or modified from time to time, the “Security Agreement”) pursuant to which each Grantor has granted to Collateral Trustee, 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 all Collateral, including, without limitation, the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, acceleration, demand or otherwise, of all Secured Obligations (as defined in the Security Agreement).

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

D. Pursuant to the Indenture, the Security Agreement and the other Indenture Documents, the Grantors are required to execute and deliver this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

### SECTION 1 DEFINED TERMS

Unless otherwise defined herein, terms defined in the Indenture or the Security Agreement and used herein have the meaning given to them in, as applicable, the Indenture or the Security Agreement.

### SECTION 2 GRANT OF SECURITY INTEREST IN TRADEMARKS

Each Grantor hereby grants and confirms any grant made pursuant to the Security Agreement, as the case may be, to the Collateral Trustee, for the benefit of the Secured Parties, of a security interest in, and continuing lien on, all of such Grantor’s right, title and interest in, to and under the Trademarks and the goodwill of the business symbolized thereby, including but not limited to the registered Trademarks listed in Schedule A hereto, in each case whether registered or unregistered, now owned or existing or

hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"). Notwithstanding the foregoing, the term "Trademark Collateral" shall not include any Excluded Property.

### SECTION 3 SECURITY FOR OBLIGATIONS

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due of all Secured Obligations.

### SECTION 4 SECURITY AGREEMENT

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Trustee, for the benefit of the Secured Parties, pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

### SECTION 5 RECORDATION

The Grantors hereby authorize and request that the Register of Trademarks and any other applicable government officer record this Agreement.

### SECTION 6 MISCELLANEOUS

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York without regard to its conflict of law principles. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING SUBMISSION TO JURISDICTION AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 8.13 AND 8.15 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile (or other electronic transmission) shall be as effective as delivery of an original executed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank]

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

GRANTORS:

SAEXPLORATION HOLDINGS, INC.

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

SAEXPLORATION, INC.

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

SAEXPLORATION SUB, INC.

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

NES, LLC

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

SAEXPLORATION SEISMIC SERVICES  
(US), LLC

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

SAEXPLORATION ACQUISITIONS (U.S.),  
LLC

By: Brent Whiteley

Name: Brent Whiteley

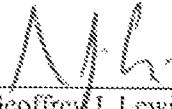
Title: Chief Financial Officer, General Counsel  
and Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006482 FRAME: 0905**



COLLATERAL TRUSTEE:

WILMINGTON SAVINGS FUND SOCIETY,  
FSB, as Collateral Trustee

By:   
Name: Geoffrey J. Lewis  
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE A

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

Trademarks owned by SAExploration Acquisitions (U.S.), LLC:

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