

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517185

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAEXPLORATION, INC.		03/28/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CANTOR FITZGERALD SECURITIES, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT		
Street Address:	1801 N. MILITARY TRAIL, SUITE 202		
Internal Address:	ATTN: NILS E. HORNING		
City:	BOCA RATON		
State/Country:	FLORIDA		
Postal Code:	33431		
Entity Type:	GENERAL PARTNERSHIP: NEW YORK		
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			

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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

NAME OF SUBMITTER:	Mark S. Leonardo
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SIGNATURE:	/MARK S. LEONARDO/
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DATE SIGNED:	04/02/2019
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of March 28, 2019 (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, Inc. (the "Grantor") and Cantor Fitzgerald Securities, in its capacity as administrative agent and collateral agent for the Lenders under the Credit and Security Agreement referred to below (the "Agent").

WITNESSETH:

WHEREAS, the Grantor is party to that certain Third Amended and Restated Credit and 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 "Credit and Security Agreement") by and the Grantor, as borrower, SAExploration Acquisitions (U.S.), LLC, as a Guarantor and the other Guarantors from time to time party thereto (collectively, the "Guarantors"), the lenders from time to time party thereto and the Agent.

WHEREAS, SAExploration Acquisitions (U.S.), LLC merged with and into Grantor with Grantor emerging as the surviving entity.

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 Credit and Security Agreement) shall occur and be continuing, the right to exercise its remedies under, among other agreements, the Credit and Security Agreement and the other Loan Documents (as defined in the Credit and Security 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.

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 Credit and Security Agreement and used herein have the meaning given to them in the Credit and Security 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 interests granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Credit and Security 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 Credit 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 Credit and Security Agreement, the provisions of the Credit 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). THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING JURY TRIAL WAIVER AND SUBMISSION TO JURISDICTION SET FORTH IN THE CREDIT AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

SECTION 5. *Miscellaneous.*

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.

For the avoidance of doubt, this Trademark Security Agreement is in addition to and does not amend, restate or replace that certain Trademark Security Agreement dated as of September 26, 2018 between SAExploration Acquisitions (U.S.), LLC and the Agent.

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

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

Accepted and agreed.

CANTOR FITZGERALD SECURITIES,
as Agent

By: _____
Name:
Title:

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, INC.

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

Accepted and agreed.

CANTOR FITZGERALD SECURITIES,
as Agent

By:  _____
Name:
Title: **Nils Horning**
Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks owned by SAEXPLORATION, INC., as successor by merger to SAEXPLORATION ACQUISITIONS (U.S.), LLC.

Trademark	Appln/Reg No.
ACTIVFRAC	87439920
SYMPHONY	4428480
MGTS	4378533
MBNA	4366857
SBLA	4363341
SBDM	4360063
SIGTRK	4264183
GEOKINETICS	3530976
GEOKINETICS LOGO	3569707
DIAMOND	3523970
BE	3523969
TIGRESS	3629423
GEOTRACE	3368040
MAXRES	2894623
ROCKRES	2960354
HFI	2406211