

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517186

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:	WILMINGTON SAVINGS FUND SOCIETY, FSB, AS COLLATERAL TRUSTEE		
Street Address:	500 Delaware Avenue, 11th Floor		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: 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			
Fax Number:	6178568201		

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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: 617-856-8145
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
SIGNATURE:	/MARK S. LEONARDO/
DATE SIGNED:	04/02/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of March 28, 2019, is between the undersigned (the “Grantor”), 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 Grantor, SAExploration Holdings, Inc. (the “Issuer”), SAExploration Acquisitions (U.S.), LLC, as a guarantor and the other guarantors from time to time party thereto (collectively, the “Guarantors”) 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 Grantor, the Issuer, the Guarantors 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 of the grantors party thereto 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 then owned or existing or thereafter 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. SAExploration Acquisitions (U.S.), LLC merged with and into Grantor with Grantor emerging as the surviving entity.

D. The Grantor 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 Grantor’s right, title and interest in such Trademark Collateral.

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

The 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 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 Grantor hereby authorizes and requests 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.

For the avoidance of doubt, this Agreement is in addition to and does not amend, restate or replace that certain Trademark Security Agreement dated as of September 26, 2018 among the Grantor, the Issuer, the Guarantors and the Collateral Trustee.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the 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.

GRANTOR:

SAEXPLORATION, INC.

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

COLLATERAL TRUSTEE:

WILMINGTON SAVINGS FUND SOCIETY,
FSB, as Collateral Trustee

By: 

Name: Geoffrey J. Lewis

Title: Vice President

SCHEDULE A

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

[Signature page to Trademark Security Agreement (WSFS)]