

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309576

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MC Admin Co LLC		07/02/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SAExploration, Inc.		
<b>Street Address:</b>	1160 Dairy Ashford Road		
<b>Internal Address:</b>	Suite 160		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77079		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</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>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045818330		
<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>			
<b>Phone:</b>	404-581-8275		
<b>Email:</b>	srbrown@jonesday.com		
<b>Correspondent Name:</b>	Sidney R. Brown, Jones Day		
<b>Address Line 1:</b>	1420 Peachtree Street, NE		
<b>Address Line 2:</b>	Suite 800		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	175274-630002		
<b>NAME OF SUBMITTER:</b>	Sidney R. Brown		
<b>SIGNATURE:</b>	/Sidney R. Brown/		
<b>DATE SIGNED:</b>	07/02/2014		

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**Total Attachments: 3**

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**TERMINATION AND RELEASE  
OF SECURITY INTEREST**

**TERMINATION AND RELEASE OF SECURITY INTEREST** (“Release”), dated as of July 2, 2014 by **MC ADMIN CO LLC**, a limited liability company of Delaware (the “Lender”), as assignee of CP Admin Co LLC, in favor of **SAExploration, Inc.**, a corporation of Delaware (the “Company”).

**WHEREAS**, pursuant to the terms of that certain Grant of Security Interest in United States Trademarks (the “Agreement”), dated as of December 5, 2012, by and between the Company and the Lender, the Company granted to the Lender a security interest in (i) all of the Company’s right, title and interest in and to the trademarks identified on Schedule A attached hereto (the “Marks”), which Marks are registered in the United States Patent and Trademark Office, (ii) all Proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date of the Agreement for infringement of any of the Marks or unfair competition regarding the same (collectively, the “Collateral”), to secure the satisfactory performance and payment of all the Obligations, as such term is defined in the Security Agreement dated as of December 5, 2012, by and among the Company, the Lender, and the other Assignors from time to time party thereto (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”);

**WHEREAS**, the Lender wishes to terminate and release its security interest in and to all of the right, title and interest of the Company in and to the Collateral, including but not limited to the Marks; and

**WHEREAS**, the Agreement was recorded with the United States Patent and Trademark Office on December 5, 2012 at Reel: 4913; Frame: 0461; and

**WHEREAS**, capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby terminates, releases and discharges fully its security interest in and to all of the right, title and interest of the Company in and to the Collateral, including, but not limited to, the Marks identified on Schedule A attached hereto, and reassigns and transfers to the Company all right, title and interest that the Lender may have in and to the Collateral, and terminates the Agreement. The Lender hereby authorizes the Company, or the Company’s authorized representative, to record this Release with the United States Patent and Trademark Office.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Lender has executed this Release, to take effect as of the date first set forth above.

MC ADMIN CO LLC

By: \_\_\_\_\_



Name:

Title:

SIGNATURE PAGE TO TERMINATION AND RELEASE  
OF SECURITY INTEREST

**SCHEDULE A**  
to  
**TERMINATION AND RELEASE**  
**OF SECURITY INTEREST**

**U.S. TRADEMARK REGISTRATIONS**

<b>Record</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Registration No.</b>	<b>Owner</b>
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

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