

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395822

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAExploration, Inc.		07/14/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Delaware Trust Company		
Street Address:	2711 Centerville Road		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Chartered Trust Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4231156	SAEXPLORATION	
Registration Number:	4231157	SAEXPLORATION	
Registration Number:	4243112		
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	kepark@paulweiss.com, aspoto@paulweiss.com		
Correspondent Name:	Paul Weiss Rifkind Wharton & Garrison		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Kevin Park		
SIGNATURE:	/kevin park/		
DATE SIGNED:	08/22/2016		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of July 14, 2016, is made by SAExploration, Inc., a Delaware corporation (the "Pledgor"), in favor of Delaware Trust Company ("DTC"), in its capacity as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Term Loan and Security Agreement, dated as of June 29, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among SAExploration Holdings, Inc. ("Borrower"), SAExploration Sub, Inc., SAExploration Seismic Services (US), LLC, NES, LLC, Pledgor, the lenders from time to time party thereto (the "Lenders"), and DTC, as administrative and collateral agent for the Secured Parties, the Lenders have agreed to provide Borrower with a multiple draw term loan facility upon the terms and subject to the conditions set forth therein;

WHEREAS, Pledgor has agreed, pursuant to the Security Agreement, to guarantee the Obligations (as defined in the Security Agreement); and

WHEREAS, Pledgor is a party to the Security Agreement pursuant to which Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Security Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby grants, assigns and pledges to the Collateral Agent for the benefit of the Secured Parties, to secure payment and performance of the Obligations, a continuing security interest in all of Pledgor's right, title and interest in and to all the following Collateral of Pledgor (collectively, the "Trademark Collateral"), as security for the payment and performance of all Obligations:

(a) the Trademarks of such Pledgor, including, without limitation, those listed on Schedule 1 hereto (provided that no security interest shall be granted in any "intent-to-use" trademark applications prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law);

(b) all renewals and extensions of the foregoing;

(c) all Goodwill associated with such Trademarks; and

(d) all Proceeds of any and all of the foregoing.

Section 3. Security Agreement. The lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the lien on and 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 that any provision of this Trademark Security Agreement is deemed to be inconsistent with or in conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Required Lenders shall otherwise determine.

Section 4. Pledgor Remains Liable. Pledgor hereby agrees that, notwithstanding anything herein to the contrary, Pledgor shall assume the full and complete responsibility for the prosecution, defense, enforcement, maintenance or other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Termination. Upon the release of the security interests in the Trademarks granted to the Collateral Agent pursuant to and in accordance with Section 19.11 of the Security Agreement, upon written reasonable request of Pledgor, the Collateral Agent shall, at the sole cost and expense of Pledgor, execute, acknowledge, and deliver to Pledgor an instrument in writing in recordable form, acceptable to the Collateral Agent, releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement, without recourse to or representation or warranty of any kind by the Collateral Agent.

Section 6. Recordation. Pledgor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement.

Section 7. Counterparts; Electronic Execution. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by tele facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by tele facsimile or other electronic method of transmissions also shall deliver an original executed counterpart of this Trademark Security Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

Section 8. Choice of Law and Venue.

(a) THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE

RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO AS WELL AS ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING UNDER OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

(b) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT MAY BE TRIED AND LITIGATED IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE CITY OF NEW YORK AND THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT THE COLLATERAL AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE THE COLLATERAL AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. BORROWER, EACH OTHER LOAN PARTY AND THE SECURED PARTIES WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 8(b).

SECTION 9. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AT ANY TIME THAT THE INTERCREDITOR AGREEMENT (AS DEFINED IN THE SECURITY AGREEMENT) SHALL BE IN FULL FORCE AND EFFECT, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT, THE RELEASE OF COLLATERAL FROM ANY LIEN GRANTED AND CREATED HEREBY AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER SHALL BE SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT, AND IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature Page Follows]

IN WITNESS WHEREOF, Pledgor 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:

DELAWARE TRUST COMPANY
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, Pledgor 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:

DELAWARE TRUST COMPANY
as Collateral Agent

By: _____



Name: Alan R. Halpern
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005860 FRAME: 0428

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

PLEDGOR OWNER	MARK	COUNTRY	REG. NO.	APP. NO.	FILING DATE	ISSUE DATE
SAExploration, Inc.	SAEXPLORATION	US	4,231,156	85/401,848	8/18/11	10/23/12
SAExploration, Inc.	 SAExploration	US	4,231,157	85/401,855	8/18/11	10/23/12
SAExploration, Inc.		US	4,243,112	85/401,859	8/18/11	11/13/12

Trademark Applications:

PLEDGOR OWNER	MARK	COUNTRY	APPLICATION NO.	FILING DATE

None.