

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513042

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SAEXPLORATION ACQUISITIONS (U.S.), LLC		09/26/2018	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

CH \$415.00 4428480

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

NAME OF SUBMITTER:	Mark S. Leonardo
SIGNATURE:	/MARK S. LEONARDO/
DATE SIGNED:	03/06/2019

Total Attachments: 5

source=SAE_ABL-Trademark_Security_Agreement_(3rd_AR-SAE_Acq)#page1.tif

source=SAE_ABL-Trademark_Security_Agreement_(3rd_AR-SAE_Acq)#page2.tif

source=SAE_ABL-Trademark_Security_Agreement_(3rd_AR-SAE_Acq)#page3.tif

source=SAE_ABL-Trademark_Security_Agreement_(3rd_AR-SAE_Acq)#page4.tif

source=SAE_ABL-Trademark_Security_Agreement_(3rd_AR-SAE_Acq)#page5.tif

TRADEMARK SECURITY AGREEMENT

This Trademark 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 “Trademark Security Agreement”) is made and entered into by and between SAExploration Acquisitions (U.S.), LLC (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 the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit and Security Agreement”) by and among SAExploration, Inc., as borrower, the Grantor, as a Guarantor, the other Guarantors from time to time party thereto, the lenders from time to time party thereto and the Agent.

WHEREAS, the Grantor and the Lenders 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.

WHEREAS, pursuant to the Credit and Security Agreement and the other Loan Documents, the Grantor is required to execute and deliver this Trademark Security Agreement.

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 interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest 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. *Counterparts.* 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.

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 ACQUISITIONS (U.S.), LLC

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 ACQUISITIONS (U.S.), LLC

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

Accepted and agreed.

CANTOR FITZGERALD SECURITIES,
as Agent

By: _____
Name: James Buccola
Title: Head of Fixed Income



[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006589 FRAME: 0198

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

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