

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398847

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the the citizenship and entity information of the Assignee from Delaware Corporation to Federal Savings Bank previously recorded on Reel 005865 Frame 0442. Assignor(s) hereby confirms the Assignment of Security Agreement.		
RESUBMIT DOCUMENT ID:	900377933		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		08/24/2016	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Federal Savings Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4231156	SAEXPLORATION	
Registration Number:	4231157	SAEXPLORATION	
Registration Number:	4243112		
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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>			
Phone:	4152686538		
Email:	hcheng@mofo.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	425 Market Street		
Address Line 2:	Morrison & Foerster LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	76291-4		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
SIGNATURE:	/JLT/		

DATE SIGNED:	09/16/2016
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Total Attachments: 6

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		08/24/2016	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB,		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: 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:	4152687522		
Phone:	415-268-6538		
Email:	hcheng@mof.com		
<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>			
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	425 Market Street		
Address Line 2:	Morrison & Foerster LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	76291-4		

TRADEMARK

REEL: 005877 FRAME: 0080

Trademark Security Agreement Assignment

THIS TRADEMARK SECURITY AGREEMENT ASSIGNMENT, dated as of August 24, 2016, is made by and between U.S. Bank National Association (“U.S. Bank”) as the former Noteholder Collateral Agent, and Wilmington Savings Fund Society, FSB, a federal savings bank having offices at 500 Delaware Avenue, Wilmington, Delaware, 19801 (the “New Noteholder Collateral Agent”). All capitalized terms not defined herein shall have the meanings ascribed to them in the Indenture (as defined below).

WITNESSETH:

WHEREAS, the Borrower, the Guarantors, and U.S. Bank, as Trustee and Noteholder Collateral Agent, entered into that certain Indenture, dated as of July 2, 2014 (as amended, supplemented or otherwise modified from time to time, the “Indenture”);

WHEREAS, U.S. Bank has been removed as Trustee and Noteholder Collateral Agent;

WHEREAS, U.S. Bank was directed to transfer all property held by it as Trustee to the successor trustee, when appointed, in accordance with section 7.08 of the Indenture;

WHEREAS, on June 23, 2016, the New Noteholder Collateral Agent confirmed its acceptance of the position of successor Trustee and Noteholder Collateral Agent under the Indenture;

WHEREAS, SAExploration, Inc. entered into that certain trademark security agreement (“Trademark Security Agreement”), dated as of July 2, 2014, by which U.S. Bank, in its capacity as Noteholder Collateral Agent, was granted a security interest in the Trademark Collateral (as defined in the Trademark Security Agreement) and such Trademark Security Agreement was recorded at Reel and Frame Number 5315/0470 with the United States Patent and Trademark Office (“PTO”);

WHEREAS, the New Noteholder Collateral Agent wishes to acknowledge its appointment as Noteholder Collateral Agent under the Trademark Security Agreement and its assumption of the rights, powers, privileges and duties of the Noteholder Collateral Agent thereunder;

WHEREAS, U.S. Bank wishes to acknowledge its removal from its position as the Noteholder Collateral Agent under the Trademark Security Agreement; and

WHEREAS, this Trademark Security Agreement Assignment is intended to confirm the appointment of the New Noteholder Collateral Agent as Noteholder Collateral Agent under the Trademark Security Agreement and be recorded with the PTO or other appropriate government authorities.

NOW, THEREFORE, IT IS AGREED:

As of the date hereof, (a) U.S. Bank hereby confirms its removal, termination, release, and discharge from any responsibilities or obligations as Noteholder Collateral Agent under the Trademark Security Agreement and (b) the New Noteholder Collateral Agent hereby acknowledges its appointment as Noteholder Collateral Agent under the Trademark Security Agreement and its assumption of the rights, powers, privileges and duties of the Noteholder Collateral Agent thereunder.

This Trademark Security Agreement Assignment may be recorded with the PTO or any other government offices as desired by the New Noteholder Collateral Agent.

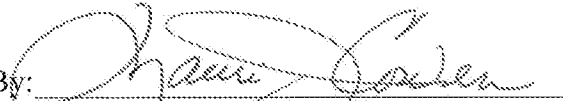
This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

**FORMER NOTEHOLDER
COLLATERAL AGENT:**

U.S. BANK NATIONAL ASSOCIATION

By: 

Name: Mauri J. Cowen
Title: Vice President

**NEW NOTEHOLDER COLLATERAL
AGENT:**

WILMINGTON SAVINGS FUND
SOCIETY, FSB

By: _____

Name: Patrick J. Healy
Title: Vice President

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.


**FORMER NOTEHOLDER
COLLATERAL AGENT:**

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name:
Title:



**NEW NOTEHOLDER COLLATERAL
AGENT:**

WILMINGTON SAVINGS FUND
SOCIETY, FSB

By:  _____
Name: Patrick J. Healy
Title: Vice President

**SCHEDULE 1
TO
ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Trademark Registrations:

PLEDGOR OWNER	MARK	COUNTRY	REG. NO.	APPLICATION 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.