

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Malabar		03/31/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	220 West Los Angeles Avenue		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	93065		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	73027451	MALABAR	
CORRESPONDENCE DATA			
Fax Number:	(312)201-2555		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-201-2000		
Email:	hnolan@wildman.com		
Correspondent Name:	Heather Nolan		
Address Line 1:	225 West Wacker Drive		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	FIFTHTHIRD/MALABAR SA		
NAME OF SUBMITTER:	Heather Nolan		
Signature:	/Heather Nolan/		
Date:	04/02/2009		

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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

WHEREAS, Malabar, a California corporation located at 220 W. Los Angeles Ave., Los Angeles, California 93065 ("Malabar"), has adopted, is using and owns the mark shown in the attached Schedule A, the registration in the United States Patent and Trademark Office under the number shown in the attached Schedule A, and the associated common law rights and goodwill (collectively, the "Mark");

WHEREAS, Cardinal-Malabar Acquisition Corp., a Delaware corporation ("Borrower"), is obligated to Fifth Third Bank, a Michigan banking corporation ("Lender"), pursuant to (i) a certain Credit Agreement, dated the date hereof, between Lender and Borrower ("Credit Agreement") and (ii) a certain Security Agreement, dated the date hereof, between Borrower and Lender ("Security Agreement") (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements");

WHEREAS, it is contemplated that Borrower will be merged with and into Malabar, such that Malabar will become the "Borrower" under the Agreements and this Trademark Security Agreement; and

WHEREAS, pursuant to the Agreements, Borrower is granting to Lender a security interest in the Mark.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby grant to Lender a security interest in and to the Mark, including any renewals, reissuances, continuations and extensions thereof, which security interest shall secure all the Obligations (as defined in the Credit Agreement) and Liabilities (as defined in the Security Agreement) in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Lender with respect to the security interest granted hereby are more fully set forth in the Agreements.

Dated: March 31, 2009

MALABAR

By: 
Eugene David Sweetland, Jr., President

FIFTH THIRD BANK

By: _____
John H. Lockwood, Vice President

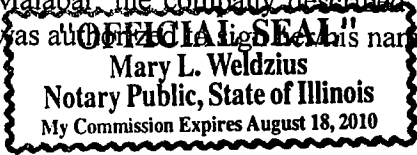
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[Trademark Security Agreement Signature Page]

TRADEMARK
REEL: 003964 FRAME: 0328

STATE OF ILLINOIS)
 : ss.:
COUNTY OF COOK)

On this 3rd day of March, 2009, before me personally came Eugene David Sweetland, Jr., to me known, who, being by me duly sworn, did depose and say that he is the President of Malabar, the company described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said company.



Mary L. Weldzius
Notary Public

STATE OF ILLINOIS)
 : ss.:
COUNTY OF COOK)

On this ___ day of March, 2009, before me personally came John H. Lockwood, to me known, who, being by me duly sworn, did depose and say that he is a Vice President of Fifth Third Bank, a Michigan banking corporation, described in and which executed the foregoing instrument; and that he signed his name thereto on behalf of said bank.

Notary Public

Dated: March 31, 2009

MALABAR

By: _____
Eugene David Sweetland, Jr., President

FIFTH THIRD BANK

By: John H. Lockwood
John H. Lockwood, Vice President

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[Trademark Security Agreement Signature Page]

TRADEMARK
REEL: 003964 FRAME: 0330

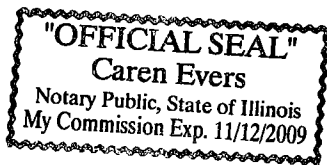
STATE OF ILLINOIS)
 : ss.:
COUNTY OF COOK)

On this ___ day of March, 2009, before me personally came Eugene David Sweetland, Jr., to me known, who, being by me duly sworn, did depose and say that he is the President of Malabar, the company described in and which executed the foregoing instrument; and that he was authorized to sign her/his name thereto on behalf of said company.

Notary Public

STATE OF ILLINOIS)
 : ss.:
COUNTY OF COOK)

On this 31 day of March, 2009, before me personally came John H. Lockwood, to me known, who, being by me duly sworn, did depose and say that he is a Vice President of Fifth Third Bank, a Michigan banking corporation, described in and which executed the foregoing instrument; and that he signed his name thereto on behalf of said bank.



Caren Evers
Notary Public

SCHEDULE A

Schedule A to the Trademark Security Agreement dated as of March 31, 2009, by and between FIFTH THIRD BANK and MALABAR.

Mark	Registration No. (Serial No.)	Registration Date
MALABAR	1023127 (73027451)	10/21/1975

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