

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MALABAR		11/21/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1023127	MALABAR	
CORRESPONDENCE DATA			
Fax Number:	(617)227-4420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-201-2000		
Email:	trademark@edwardswildman.com		
Correspondent Name:	Julie Nichols Matthews		
Address Line 1:	F.D.R. Station		
Address Line 2:	P.O. Box 130		
Address Line 4:	New York, NEW YORK 10150		
ATTORNEY DOCKET NUMBER:	3O4341-00023		
NAME OF SUBMITTER:	Julie Nichols Matthews		
Signature:	/julie nichols matthews/		

CH \$40.00 1023127

Date:

03/30/2012

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

WHEREAS, Malabar, a California corporation located at 220 W. Los Angeles Ave., Simi Valley, California 93065 (“Borrower”), 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, Borrower is obligated to Fifth Third Bank, an Ohio 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”); and

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

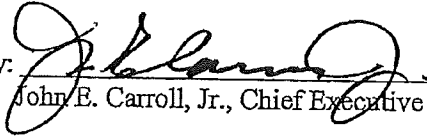
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby grant to Lender a security interest in and to the Mark, including any renewals, reissuances, continuations and extensions thereof, which security interest shall secure all the Obligations (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.

[Signature Page Follows]

Dated: November 21, 2011

MALABAR

By: 
John E. Carroll, Jr., Chief Executive Officer

FIFTH THIRD BANK

By: _____
John H. Lockwood, Vice President

[Trademark Security Agreement Signature Page]

Dated: November 21, 2011

MALABAR

By: _____
John E. Carroll, Jr., Chief Executive Officer

FIFTH THIRD BANK

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

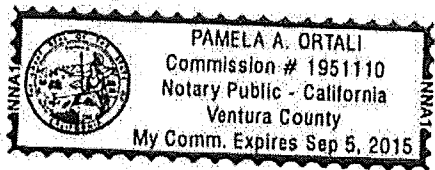
[Trademark Security Agreement Signature Page]

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

On this 21 day of November, 2011, before me personally came John E. Carroll, 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.

Pamela A. Ortali
Notary Public

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



On this ___ day of November, 2011, 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, an Ohio banking corporation, described in and which executed the foregoing instrument; and that he signed his name thereto on behalf of said bank.

Notary Public

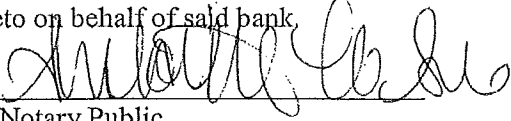
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Notary Public



SCHEDULE A

Schedule A to the Trademark Security Agreement dated as of November 21, 2011, by and between FIFTH THIRD BANK and MALABAR.

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