

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
MALABAR		06/28/2013	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
Name:	U.S. BANK NATIONAL ASSOCIATION		
Street Address:	633 W. 5th Street, 30th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Nationally Chartered Bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	1023127	MALABAR	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	6502130260		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	650-812-1300		
Email:	patrademarks@manatt.com		
Correspondent Name:	Manatt, Phelps & Phillips LLP		
Address Line 1:	1841 Page Mill Road, Suite 200		
Address Line 2:	Gail I. Nevius Abbas, Esq.		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	21138-632(236)TM SECURITY		
NAME OF SUBMITTER:	Gail I. Nevius Abbas, Esq.		
Signature:	/Gail I. Nevius Abbas/		

CH \$40.00 1023127

Date:

07/30/2013

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of June 28, 2013, is made by the party listed on the signature page hereof (the "Grantor") in favor of U.S. BANK NATIONAL ASSOCIATION (the "Secured Party").

WHEREAS, MALABAR, a California corporation (the "Borrower"), has entered into a Loan and Security Agreement dated as of even date herewith (as amended, restated, extended, renewed, supplemented or otherwise modified from time to time, the "Loan Agreement"), with Secured Party and the other parties time to time signatories thereto. Capitalized terms used herein but not defined herein shall have the meanings set forth for such terms in the Loan Agreement.

WHEREAS, under the terms of the Loan Agreement, the Grantor has granted to the Secured Party, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Secured Party as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Secured Party.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Loan Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to expand or limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

"Grantor"  
MALABAR

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

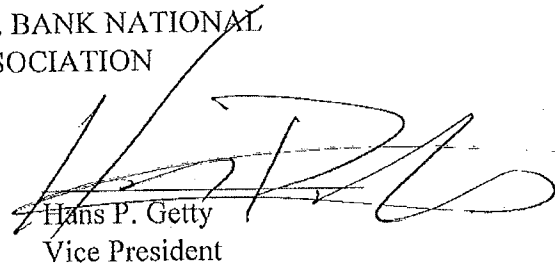
Address for Notices:  
220 West Los Angeles Avenue  
Simi Valley, California 93065

AGREED TO AND ACCEPTED:

“Secured Party”

U.S. BANK NATIONAL  
ASSOCIATION

By:

A handwritten signature in black ink, appearing to read 'Hans P. Getty', is written over a horizontal line. The signature is stylized and extends above and below the line.

Hans P. Getty  
Vice President

Address for Notices:

633 W. 5th Street, 30th Floor  
Los Angeles, California 90071

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

1. Registrations

Mark	Owner	Serial No.	Type	Reg. No.	Reg. Date
MALABAR	Malabar	73027451	Trademark	1023127	October 21, 1975

2. Applications

Mark	Owner	Type	Reg. No.	Reg. Date
N/A				