

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454160

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EAST WEST BANK		12/01/2017	Banking Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MALABAR		
Street Address:	220 W. Los Angeles Ave		
City:	Simi Valley		
State/Country:	CALIFORNIA		
Postal Code:	93065		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1023127	MALABAR	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	KIRKLAND & ELLIS LLP		
Address Line 1:	ATTN HAYLEY SMITH		
Address Line 2:	601 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	26432-2		
NAME OF SUBMITTER:	Hayley Smith		
SIGNATURE:	//Hayley Smith//		
DATE SIGNED:	12/10/2017		
Total Attachments: 4			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Release”) is made as of this 1st day of December, 2017 (the “Release Date”) by EAST WEST BANK, a California banking corporation, in its capacity as Administrative Agent (the “Agent”), for the benefit of MALABAR, a California corporation (“Malabar”, as “Debtor”).

WHEREAS, the Debtor has entered into that certain Notice of Grant of Security Interest in Trademarks, dated as of May 16, 2016 with Agent (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Security Agreement”), pursuant to which each Debtor granted to Agent in all of its right, title and interest in, to and under the following collateral of such Debtor:

- a. all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto, provided that no security interest shall be granted in any “intent-to-use” Trademark application;
- b. all Trademark Licenses;
- c. all renewals and extensions of the foregoing;
- d. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- e. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof (the “Marks”);

WHEREAS, Agent has recorded with the United States Patent and Trademark Office (the “USPTO”), at Reel 005794, Frame 0164, notice of security interests in the Marks; and

WHEREAS, all outstanding amounts owed under any financing documents executed in connection with the Security Agreement have been satisfied and the Debtor has requested that Agent release its security interest in the Marks.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Agent hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Marks granted by the Debtor under the Security Agreement.
2. Recordation of Release. Agent understands and agrees that this Release may be recorded by or for the Debtor with the USPTO.

3. Further Actions. Agent further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement, as applicable.

[Signature page follows]

IN WITNESS WHEREOF, Agent has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

EAST WEST BANK,
as Agent

By: 
Name: Keith Vogelgesang
Title: Managing Director

SCHEDULE I

Trademarks

TM Record	Mark/Name/A N/RN	Status/Status Date	Brief Goods/Services	Owner	Disclaimer
US Federal Q7 of 18	MALABAR RN: 1023127 SN: 73027451	Renewed October 21, 2015	(Int'l Class: 07) Fluid power apparatus for maintenance of aircraft and railroad cars and for industrial lifting-namely, fluid dispensing apparatus, pumps, hydraulic cylinders, hydraulic jacks, air cylinders, and lifting beams associated with hydraulic jacks	Malabar, Dba Malabar International (California Corp.) 220 W. Los Angeles Avenue P. O. Box 367 Simi Valley California 93062	