

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491762

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MATSON ALARM CO., INC.,		09/25/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CIBC BANK, USA,		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4220190	MATSON ALARM	
Registration Number:	4117148	MATSON ALARM	
CORRESPONDENCE DATA			
Fax Number:	3102318311		
<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:	(310) 312-3750		
Email:	skb@msk.com		
Correspondent Name:	S.Bevins/Mitchell Silberberg & Knupp LLP		
Address Line 1:	11377 West Olympic Boulevard		
Address Line 4:	Los Angeles, CALIFORNIA 90064-1683		
NAME OF SUBMITTER:	Evan M. Kent		
SIGNATURE:	/EMK012362/		
DATE SIGNED:	09/27/2018		
Total Attachments: 5			
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Memorandum of Security Interest in Trademarks

MATSON ALARM CO., INC., a California corporation, whose address is 581 West Fallbrook, Fresno, California 93711 (“Matson”), does hereby grant to CIBC BANK, USA, f/k/a THE PRIVATEBANK AND TRUST COMPANY in its capacity as Lender under the “Loan Agreement” (as defined below), whose address is 120 South LaSalle Street, Chicago, Illinois 60603 (“Lender”), pursuant to a Loan and Security Agreement, dated as of September 25, 2018, by and between Matson, other Loan Parties (as defined in the Loan Agreement) from time to time party thereto, and Lender (as hereinafter amended, modified, supplemented and/or restated the “Loan Agreement”), a security interest in all of Matson's right, title and interest in and to all trademarks and the related goodwill whether now owned or hereafter created or acquired and all renewals and extensions thereof, including without limitation in and to (i) the trademark registrations which are identified on Schedule A attached hereto and herein incorporated by this reference (collectively, the “Trademarks”), and (ii) all actions for past, present or future infringement concerning the foregoing.

Matson agrees that if any individual, corporation, limited liability company, partnership or other entity (such a “Person”) shall do or perform any acts which Lender believes to constitute an infringement of any Trademark, or violate or infringe any rights of Matson in any Trademark, then and in any such event, upon, and during the continuance of, an “Event of Default” (as defined in the Loan Agreement) Lender may and shall have the right to take such steps and institute such suits or proceedings as Lender may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and generally to take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. Lender may take such steps or institute such suits or proceedings in its own name or in the name of Matson or in the names of the parties jointly.

Additional terms and conditions of the security interest granted hereby are contained in the Loan Agreement and in certain other “Loan Documents” (as defined in the Loan Agreement). The security interest granted hereby secures the complete payment and performance when due of the “Borrowers Obligations” and the “Loan Guarantors Obligations” (as these terms are defined in the Loan Agreement). Nothing contained in this Memorandum of Security Interest in Trademarks shall be construed as an absolute assignment of the Trademarks or applications for trademark registration nor as limiting any interest which Lender may have in any other collateral described in the Loan Documents or otherwise.

Upon, and during the continuance of, an “Event of Default” (as defined in the Loan Agreement), Lender may exercise all rights and remedies described in the Loan Documents, and Matson hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Matson's true and lawful attorney-in-fact, with power (upon Lender's notice to Matson of its intention to do so) to (a) enforce its security interest in any of the Trademarks, (b) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (c) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. To the extent permitted under applicable law, Matson hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. Lender shall have, in addition to all other rights and remedies given it by the terms of this Memorandum of Security Interest in Trademarks and the other Loan Documents, all rights and remedies allowed by law.

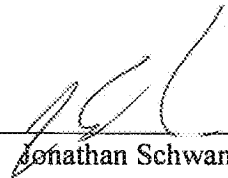
This document, together with the other Loan Documents, embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and thereof and supersedes all prior or contemporaneous agreements and understandings of such Persons, verbal or written, relating to the subject matter hereof and thereof.

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IN WITNESS WHEREOF the undersigned have duly executed this Memorandum of Security Interest in Trademarks as of the 25th day of September, 2018.

CIBC Bank, USA

Matson Alarm Co., Inc.
a California corporation

By: 
Jonathan Schwan, Managing Director

By: _____
Larry Matson, President

[SIGNATURE PAGE TO MEMORANDUM OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 006445 FRAME: 0757

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TRADEMARK
REEL: 006445 FRAME: 0758

SCHEDULE A

<u>Word Mark</u>	<u>Reg. Number</u>	<u>Date Of Registration</u>
Matson Alarm Logo	4,220,190	10/9/2012
Matson Alarm	4,117,148	3/27/2012