

5.25.00

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

06-13-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101379958

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year
01/10/2000

Conveying Party

Mark if additional names of conveying parties attached

Name Escort Bel Acquisition Corp. Execution Date
Month Day Year

Formerly _____ **75576572**

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Illinois

Receiving Party

Mark if additional names of receiving parties attached

Name Bank One Canada

DBA/AKA/TA _____

Composed of _____

Address (line 1) BCE Plaza, PO Box 613

Address (line 2) 161 Bay Street

Address (line 3) Toronto Ontario/Canada M5J 2S1
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
 - Other Canadian Banking Institution
 - Citizenship/State of Incorporation/Organization _____
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

06/12/2000 ASCOTT 00000125 75576572

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 450.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002086 FRAME: 0128

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/576572"/>	<input type="text" value="74/621705"/>	<input type="text"/>	<input type="text" value="1,765,584"/>	<input type="text" value="1,281,393"/>	<input type="text" value="1,915,810"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,985,673"/>	<input type="text" value="1,681,876"/>	<input type="text" value="1,949937"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,869,304"/>	<input type="text" value="1,866,250"/>	<input type="text" value="1,811,466"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Linda A. Heban

Name of Person Signing

Linda A. Heban

Signature

5/20/00

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>
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1,860,310	1,309,767	2,049,650
2,048,971	1,706,363	1,874,533
1,493,929	1,983,085	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, made as of January 10, 2000 (this "Agreement"), is made by Escort Bel Acquisition Corp., an Illinois corporation (the "Borrower"), in favor of Bank One Canada, a Canadian chartered bank (the "Lender"). Capitalized terms used in this Agreement and not otherwise defined have the meanings assigned to such terms in the Loan Agreement (as defined below).

WITNESSETH:

WHEREAS, the Borrower, its Affiliate, the Lender and American National Bank and Trust Company of Chicago are parties to the Loan and Security Agreement of even date herewith (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), under which the Lender may, from time to time, extend credit to the Borrower and its Affiliate; and

WHEREAS, the Lender has required the Borrower to execute and deliver this Agreement in favor of the Lender (i) in order to secure complete payment of the Liabilities and performance of its obligations under the Loan Agreement and the other Financing Agreements and (ii) as a condition precedent to any extension of credit under the Loan Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Borrower and the Lender agree as follows:

1. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Liabilities, the Borrower grants to the Lender a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law and the Loan Agreement, all of the Borrower's now owned or existing and hereafter acquired or arising:

(A) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on the attached Schedule I and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of the Borrower's business symbolized by the foregoing and connected therewith and (v) all of the Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(v) above Section 1(A) are referred to collectively as the "Trademarks"); and

(B) rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether the Borrower is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on the attached Schedule II, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by the Borrower and now or hereafter covered by such licenses (all of the foregoing are referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 1(B), the Licenses do not include any license agreement in effect as of the date of this Agreement which by its terms prohibits the grant of the security contemplated by this Agreement; *provided, however*, that upon the termination of such prohibitions for any reason whatsoever, the provision of this Section 1 are deemed to apply thereto automatically.

2. Restrictions on Future Agreements. The Borrower will not, without the Lender's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement and the Borrower further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Lender under this Agreement or the rights associated with the Trademarks or Licenses.

3. New Trademarks and Licenses. The Borrower represents and warrants that, from and after the date of this Agreement, (i) the Trademarks listed on Schedule I include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by the Borrower, (ii) the Licenses listed on Schedule II include all of the trademark license agreements and service mark license agreements under which the Borrower is the licensee or licensor and (iii) no Liens, claims or encumbrances in such Trademarks and Licenses have been granted by the Borrower to any Person or asserted by any Person against the Borrower other than the Lender. If, prior to the termination of this Agreement, the Borrower (a) obtains rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (b) becomes entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor or (c) enters into any new trademark license agreement or service mark license agreement, the provisions of Section 1 automatically apply thereto. The Borrower will give to the Lender written notice of events described in clauses (a)-(c) above promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. The Borrower authorizes the Lender to modify this Agreement unilaterally (x) by amending Schedule I to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule II to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under Section 1 or under this Section 3 and (y) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule I or Schedule II thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service

marks and service mark applications, and trademark license agreements and service mark license agreements.

4. Royalties. The Borrower agrees that the use by the Lender of the Trademarks and Licenses as authorized under this Agreement in connection with the Lender's exercise of its rights and remedies under Section 12 or under Section 8.2 of the Loan Agreement are coextensive with the Borrower's rights thereunder and with respect thereto and without any liability to the Borrower for royalties or other related charges from the Lender.

5. Right to Inspect; Further Assignments and Security Interests. The Lender may at all reasonable times (and at any time when an Event of Default exists) have access to, examine, audit, make copies (at the Borrower's expense) and extracts from and inspect the Borrower's premises and examine the Borrower's books, records and operations relating to the Trademarks and Licenses. From and after the occurrence of an Event of Default, the Borrower agrees that the Lender, or a conservator appointed by the Lender, has the right to establish such reasonable additional product quality controls as the Lender or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by the Borrower under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. The Borrower agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior written consent of the Lender, (ii) to maintain the quality of such products as of the date of this Agreement, and (iii) not to change the quality of such products in any material respect without the Lender's prior written consent.

6. Nature and Continuation of the Lender's Security Interest; Termination of the Lender's Security Interest. This Agreement is made for collateral security purposes only. This Agreement creates a continuing security interest in the Trademarks and Licenses and terminates only when the Liabilities due and payable have been paid in full in cash and the Loan Agreement has been terminated. When this Agreement has terminated, the Lender will promptly execute and deliver to the Borrower, at the Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate the Lender's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Lender under this Agreement or the Loan Agreement.

7. Duties of the Borrower. The Borrower has the duty, to the extent desirable in the normal conduct of the Borrower's business, to: (i) prosecute diligently and in good faith any trademark application or service mark application that is part of the Trademarks pending as of the date of this Agreement or hereafter until the termination of this Agreement and (ii) make application for trademarks or service marks. The Borrower will use its best efforts to maintain in full force and effect the Trademarks and the Licenses that are or will be necessary or economically desirable in the operation of the Borrower's business. Any expenses incurred in connection with the foregoing will be borne by the Borrower. The Lender does not have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, the Lender is not under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against other parties, but may do so at its option from and after the occurrence of an Event of Default and all expenses incurred in connection therewith will be for the sole account of the Borrower and will be added to the Liabilities secured thereby.

8. The Lender's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, the Lender has the right, but is not obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Lender commences any such suit, the Borrower will, at the request of the Lender, do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement. The Borrower will, upon demand, promptly reimburse the Lender for all costs and expenses incurred by the Lender in the exercise of its rights under this Section 8 (including, without limitation, fees and expenses of attorneys and paralegals for the Lender).

9. Waivers. The Lender's failure, at any time or times hereafter, to require strict performance by the Borrower of any provision of this Agreement does not waive, affect or diminish any right of the Lender thereafter to demand strict compliance and performance therewith nor does any course of dealing between the Borrower and the Lender have such effect. No single or partial exercise of any right under this Agreement precludes any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Borrower contained in this Agreement are deemed to have been suspended or waived by the Lender unless such suspension or waiver is in writing signed by an officer of the Lender and directed to the Borrower specifying such suspension or waiver.

10. Severability. Whenever possible, each provision of this Agreement is interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision is held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability will affect only such clause or provision, or part of such clause or provision, in such jurisdiction, and does not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

11. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Sections 1 and 5 or by a writing signed by the Borrower and the Lender.

12. Cumulative Remedies; Power of Attorney. (A) The Borrower irrevocably designates, constitutes and appoints the Lender (and all Persons designated by the Lender in its sole and absolute discretion) as the Borrower's true and lawful attorney-in-fact, and authorizes the Lender and any of the Lender's designees, in the Borrower's or the Lender's name, to take any action and execute any instrument to the extent necessary to accomplish the purposes of this Agreement, including, without limitation, from and after the occurrence and during the continuance of an Event of Default and the giving by the Lender of notice to the Borrower of the Lender's intention to enforce its rights and claims against the Borrower, to (i) endorse the Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Lender in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone and (iv) take any other actions with respect to the Trademarks or the Licenses as the Lender deems in its best interest. The Borrower ratifies all that such attorney-in-fact lawfully does or causes to be done by virtue of the provisions of this Section 12. This power of attorney is coupled with an interest and is

irrevocable until all of the Liabilities due and payable have been paid in full in cash and the Loan Agreement has been terminated. The Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Loan Agreement or any of the Financing Agreements, but rather is intended to facilitate the exercise of such rights and remedies.

(B) The Lender has, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default and the election by the Lender to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks and Licenses, the Borrower agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Lender or any transferee of the Lender and to execute and deliver to the Lender or any such transferee all such agreements, documents and instruments as may be necessary, in the Lender's sole discretion, to effect such assignment, conveyance and transfer. All of the Lender's rights and remedies with respect to the Trademarks and the Licenses, whether established by this Agreement, by the Loan Agreement, by any other agreements or by law, are cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth in this Agreement to the contrary, it is expressly agreed that upon the occurrence of an Event of Default, the Lender may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement and any of the other Financing Agreements.

13. Successors and Assigns. This Agreement is binding upon the Borrower and its successors and assigns, and inures to the benefit of the Lender and its permitted successors and assigns. The Borrower's successors and assigns include, without limitation, a receiver, trustee or debtor-in-possession of or for the Borrower; *provided, however*, that the Borrower will not voluntarily assign or transfer its rights or obligations under this Agreement without the Lender's prior written consent.

14. Governing Law. The Lender and the Borrower accept this Agreement at Chicago, Illinois by signing and delivering it there. Any dispute between the Lender and the Borrower arising out of, connected with, related to or incidental to the relationship between them in connection with this Agreement, and whether arising in contract, tort, equity or otherwise, will be resolved in accordance with the internal laws (as opposed to conflict of laws provisions) of the State of Illinois.

15. Notices. All notices or other communications under this Agreement will be given in the manner and to the addresses set forth in the Loan Agreement.

16. Section Titles. The section and paragraph titles of this Agreement are for convenience of reference only, and do not affect in any way the interpretation of any of the provisions of this Agreement.

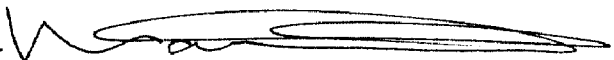
17. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts, each of which when

so executed will be deemed to be an original and all of which taken together constitute one and the same agreement.

* * *

Delivered as of the day and year first above written.

ESCORT BEL ACQUISITION CORP.

By: 
Title: Chairman

Accepted and agreed to as of the
day and year first above written.

BANK ONE CANADA

By: _____
Title:

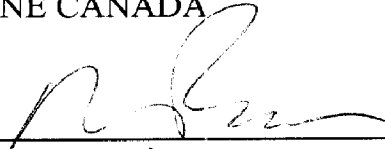
Delivered as of the day and year first above written.

ESCORT BEL ACQUISITION CORP.

By: _____
Title:

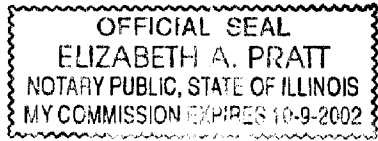
Accepted and agreed to as of the
day and year first above written.

BANK ONE CANADA

By:  _____
Title: *v.p.*

STATE OF: ILLINOIS)
)
COUNTY OF: COOK)

The foregoing Trademark Security Agreement was acknowledged before me this 9th day of January, 2000, by Matthew Coleman the Chairman of Escort Bel Acquisition Corp., an Illinois corporation, on behalf of such corporation.



Elizabeth A. Pratt
Notary Public

My commission expires: _____

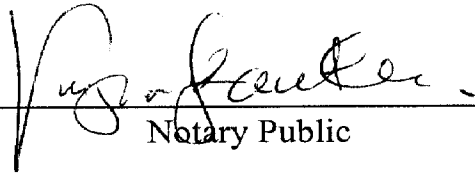
Province

STATE OF: Ontario)

COUNTY OF: Toronto)

City

The foregoing Trademark Security Agreement was acknowledged before me this 12th day of January, 2000, by Mike Bauer, a Vice-President of Bank One Canada, a Canadian chartered bank, on behalf of such bank.



Notary Public

My commission expires: N/A

SCHEDULE I

Trademarks

1. TRADE MARKS - CANADA

Mark	Registration/ Application Number
ADVANCED PROTECTION SYSTEM	A 894,493
BEL LOGO	R 323,398
BEL-TRONICS LIMITED	R 487,402
CALL REJECT	R 425,778
CLEAR AS A BEL	R 322,393
COMPUHETERODYNE	R 284,130
ESPRIT	R 387,356
FMT	R 376,948
FMT-FUNDAMENTAL MIXER TECHNOLOGY	R 378,962
FULL DIMENSIONAL SOUND	R 423,432
IRT	R 354,183
IRT-IMAGE REJECTION TECHNOLOGY	R 354,182
LASERALERT	R 412,951
LEADERSHIP THROUGH INNOVATION AND	R 434,736

Mark	Registration/ Application Number
TECHNOLOGY	
LEGEND	R 378,118
MICRO EYE EXPRESS	R 326,647
MULTILINK	R 450,884
PREFERRED CALLER MEMORY	R 456,009
QUANTUM	R 326,678
QUEST	R 334,721
QUICKDIAL	R 459,999
RSV	R 376,947
RSV-RADAR SIGNAL VERIFICATION	R 378,963
SHADOW TECHNOLOGY	R 396,415
SIGNAL CONCENTRATOR	R 293,733
ST	R 393,363
SWINGMATE	R 420,340
SWINGMATE TAKES THE GUESS WORK OUT OF YOUR SWING	R 423,759
THE INTELLIGENT CHOICE	R 352,043
VECTOR	R 325,778
VG-2 GUARD	R 456,010

2. TRADE MARKS – U.S.

Mark	Registration/ Application Number
ADVANCED PROTECTION	A 75-576572

SYSTEM	
BEL LOGO	R 1,765,584
COMPUHETERODYNE	R 1,281,393
DTL	R 1,915,810
DUAL TRACKING LASER	R 1,985,673
EXPRESS	R 1,681,876
FMT	R 1,949,937
FMT-FUNDAMENTAL MIXER ...	R 1,869,304
FULL DIMENSIONAL SOUND	R 1,866,250
LASERALERT	R 1,811,466
LEADERSHIP THROUGH ...	R 1,860,310
MICRO EYE	R 1,309,767
MULTILINK	A 74-621705
QUICKDIAL	R 2,049,650
RSV	R 2,048,971
SHADOW TECHNOLOGY	R 1,706,363
SWINGMATE	R 1,874,533
VECTOR	R 1,493,929
VG-2 GUARD	R 1,983,085

3. TRADE MARKS - AUSTRALIA

Mark	Registration/ Application Number
BEL	R 505,146

BEL and design	R 547,807
BEL-TRONICS	R 547,808

4. TRADE MARKS – BENELUX

Mark	Registration/ Application Number
BEL and design	R 413,474
BELTRONICS	R 413,475

5. TRADE MARKS – EUROPEAN COMMUNITY

Mark	Registration/ Application Number
VECTOR EUROPA	A 1,058,288
VECTOR	A 1,045,665

6. TRADE MARKS - FRANCE

Mark	Registration/ Application Number
BEL and design	R 1,327,629

BELTRONICS	R 1,327,630
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7. TRADE MARKS - GERMANY

Mark	Registration/ Application Number
BELTRONICS	R 1,089,997

SCHEDULE II

Licenses

License Agreement dated May 20, 1999, between Bel-Tronics Radar Limited Partnership I, Bel-Tronics Radar Limited Partnership II and Belstar.

License Agreement dated as of or about January 10, 2000, between Escort-Bel Acquisition Corp. and Radar Euro Inc.

Manufacturing Agreement dated as of or about January 10, 2000, between Escort-Bel Acquisition Corp. and Radar Euro Inc.