

02-12-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



101981715

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): COBRA ELECTRONICS CORPORATION
Individual(s) Association
General Partnership Limited Partnership
Corporation-State Delaware
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: LaSalle Bank National Association
Internal
Address:
Street Address: 135 South LaSalle St., #425
City: Chicago State: IL Zip: 60603
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State National Bank Association
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: January 31, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
76-247003
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 58

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Maisha Gibson, Paralegal
Internal Address:
Street Address: 55 East Monroe Street
37th Floor
City: Chicago State: IL Zip: 60603

7. Total fee (37 CFR 3.41).....\$ 1,465.00
Enclosed
Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.
Maisha Gibson Signature February 11, 2002 Date
Name of Person Signing LMUELLER 00000032 76247003

02/13/2002 01 FC:481 02 FC:482

40.00 All documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231 1425.00 OP

TRADEMARK REEL: 002435 FRAME: 0437

**LASALLE BANK NATIONAL ASSOCIATION/COBRA ELECTRONICS
CORPORATION**

CONTINUATION OF NUMBER 4

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Date Registered</u>
DIGIVIEW	76-042636	2524426	1/1/2002
CLEAR CALL	75-832459	2481558	8/28/2001
10 BAND	75-828589	2488948	9/11/2001
HIGHGEAR	75-825737	2441636	4/3/2001
9 BAND	75-786999	2488800	9/11/2001
NIGHTWATCH	75-592917	2392171	10/3/2000
148 GTL	75-517571	2269020	8/10/1999
19 ULTRA	75-517725	2272161	8/24/1999
19 DX	75-517729	2285102	10/12/1999
MICROTALK	75-508915	2425548	1/30/2001
TRAVELER	75-490309	2310739	1/25/2000
VG-2 ALERT	75-487615	2351227	5/23/2000
EXTRA SENSORY DETECTION	75-475117	2249626	6/1/1999
VOICELock	75-454461	2235895	3/30/1999
DYNAMIKE	75-454999	2235896	3/30/1999
21 LTD ST	75-436937	2291539	11/9/1999
6 BAND	75-437122	2360652	6/20/2000
SOUNDTRACKER (words only)	75-235390	2169170	6/30/1998
21 LTD WX (words only)	75-188719	2161427	6/2/1998
NIGHTHAWK	75-187599	2164664	6/9/1998
25 LTD (words only)	75-180802	2107050	10/21/1997
19 LTD II (words only)	75-180803	2107051	10/21/1997
29 LTD (words only)	75-181395	2107061	10/21/1997
OPTISCAN	75-126887	2154213	4/28/1998
SAFETY ALERT TRAFFIC WARNING SYSTEM (words & design)	75-064245	2129399	1/13/1998
SAFETY ALERT(words only)	75-061574	2088345	8/12/1997
LASEREYE	75-039585	2136176	2/10/1998
POWER PROTECTOR	75-009653	2124196	12/23/1997
INTERNAL INGENUITY II (words & design)	75-006694	2124190	12/23/1997

<u>Trademark Description</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Date Registered</u>
INTENNA	75-006744	2080047	7/15/1997
LAUNCHING PAD	74-705741	2134810	2/3/1998
LAUNCHING PAD	74-705917	2134811	2/3/1998
SAFETY ALERT (words only)	74-700209	1993104	8/13/1996
COBRA SAFETY ALERT	74-631616	2002307	9/24/1996
PRIVATE CALL (words only)	74-568229	1950560	1/23/1996
18 (words only)	74-321681	1964375	3/26/1996
COBRA(words only)	74-189626	1937637	11/28/1995
NONE (design only)	74-195290	1702979	7/28/1992
STEALTH (words only)	74-125070	2074780	7/1/1997
INTENNA (words only)	73-754570	1537304	5/2/1989
COBRA (words only)	73-475529	1530680	3/21/1989
NONE (design only)	73-744323	1525454	2/21/1989
CLEAR CALL (words only)	73-741035	1558833	10/3/1989
TRAPSHOOTER (words only)	73-522685	1355160	8/20/1985
SIGNAL SENSOR (words only)	73-492112	1394513	5/20/1986
NONE (design only)	73-454492	1367356	10/29/1985
COBRA (words & design)	73-454493	136377	10/22/1985
COBRA (words only)	73-454494	1366378	10/22/1985
SECUR-LOC (words only)	73-429408	1326600	3/26/1985
LLOYD'S (words only)	72-428935	958918	5/15/1973
LLOYD'S (words only)	72-151067	756751	9/17/63

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
NOTHING COMES CLOSE TO A COBRA	76-318497	9/27/2001
STROBE ALERT	76-316079	9/24/2001
SAFETY ALERT	76-316434	9/24/2001
GLO-MASTER	76-240310	4/12/2001
PRIVATE CALL	76-236091	4/5/2001
SOFTGRIP	76-123165	9/6/2000

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Security Agreement**") made as of this 31st day of January, 2002, by Cobra Electronics Corporation, a Delaware corporation ("**Borrower**") in favor of LASALLE BANK NATIONAL ASSOCIATION, with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603 in its capacity as Agent for the Lenders party to the Loan Agreement (defined below) ("**Agent**");

W I T N E S S E T H

WHEREAS, Borrower, Agent and various lenders ("**Lenders**") are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Agent and Lenders to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Agent, for the benefit of Agent and Lenders, of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Borrower hereby grants to Agent, for the benefit of Agent and Lenders, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future

infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Debtor's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to Agent and Lenders that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrower agrees that until Borrower's Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Agent, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Agent under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before Borrower's Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Agent prompt written notice thereof. Borrower hereby authorizes Agent to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrower's Liabilities and the termination of the Financing Agreements. Borrower agrees that upon the occurrence and during the continuance of an Event of Default,

the use by Agent of all Trademarks shall be without any liability for royalties or other related charges from Agent to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence and during the continuance of an Event of Default, Borrower agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Liabilities and termination of the Financing Agreements, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Liabilities.

10. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's Liabilities under this Section 10 shall be borne by Borrower.

11. Agent's Right to Sue. If an Event of Default occurs and is continuing, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing among Borrower, Agent and Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder

preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Agent, Lenders and each of their respective successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

COBRA ELECTRONICS CORPORATION

By Michael Smith
Title Senior Vice President - CFO

Agreed and Accepted
As of the Date First Written Above

LASALLE BANK NATIONAL ASSOCIATION,
as Agent

By Steven M. M.
Title FVP

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>Serial No</u>	<u>Reg. No.</u>	<u>Date Registered</u>
PENTAGON PROTECTION	76-247003	2517368	12/11/2001
DIGIVIEW	76-042636	2524426	1/1/2002
CLEAR CALL	75-832459	2481558	8/28/2001
10 BAND	75-828589	2488948	9/11/2001
HIGHGEAR	75-825737	2441636	4/3/2001
9 BAND	75-786999	2488800	9/11/2001
NIGHTWATCH	75-592917	2392171	10/3/2000
148 GTL	75-517571	2269020	8/10/1999
19 ULTRA	75-517725	2272161	8/24/1999
19 DX	75-517729	2285102	10/12/1999
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EXTRA SENSORY DETECTION	75-475117	2249626	6/1/1999
VOICELock	75-454461	2235895	3/30/1999
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LASEREYE	75-039585	2136176	2/10/1998
POWER PROTECTOR	75-009653	2124196	12/23/1997
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INTENNA	75-006744	2080047	7/15/1997
LAUNCHING PAD	74-705741	2134810	2/3/1998
LAUNCHING PAD	74-705917	2134811	2/3/1998
SAFETY ALERT (words only)	74-700209	1993104	8/13/1996
COBRA SAFETY ALERT	74-631616	2002307	9/24/1996
PRIVATE CALL (words only)	74-568229	1950560	1/23/1996

Trademark Description	Serial No.	Reg. No.	Date Registered
18 (words only)	74-321681	1964375	3/26/1996
COBRA(words only)	74-189626	1937637	11/28/1995
NONE (design only)	74-195290	1702979	7/28/1992
STEALTH (words only)	74-125070	2074780	7/1/1997
INTENNA (words only)	73-754570	1537304	5/2/1989
COBRA (words only)	73-475529	1530680	3/21/1989
NONE (design only)	73-744323	1525454	2/21/1989
CLEAR CALL (words only)	73-741035	1558833	10/3/1989
TRAPSHOOTER (words only)	73-522685	1355160	8/20/1985
SIGNAL SENSOR (words only)	73-492112	1394513	5/20/1986
NONE (design only)	73-454492	1367356	10/29/1985
COBRA (words & design)	73-454493	136377	10/22/1985
COBRA (words only)	73-454494	1366378	10/22/1985
SECUR-LOC (words only)	73-429408	1326600	3/26/1985
LLOYD'S (words only)	72-428935	958918	5/15/1973
LLOYD'S (words only)	72-151067	756751	9/17/63

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
NOTHING COMES CLOSE TO A COBRA	76-318497	9/27/2001
STROBE ALERT	76-316079	9/24/2001
SAFETY ALERT	76-316434	9/24/2001
GLO-MASTER	76-240310	4/12/2001
PRIVATE CALL	76-236091	4/5/2001
SOFTGRIP	76-123165	9/6/2000

CERTIFICATE OF EXPRESS MAIL UNDER 37 CFR 1.10

“Express Mail” Mailing Label Number: EL383 1992590S

Date of Deposit: February 11, 2002

I hereby certify that the enclosed Trademark Security Agreement is being deposited with the United States Postal Service “Express Mail Post Office to Addressee” service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C.



Maisha Gibson

GOLDBERG, KOHN, BELL, BLACK, ROSENBLOOM & MORITZ, LTD.

ATTORNEYS AT LAW

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RACHEL GENA CHISS
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*** KANSAS AND MISSOURI BARS
**** OHIO BAR

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www.goldbergkohn.com

WRITER'S DIRECT LINE:
(312) 201-3863

WRITER'S INTERNET ADDRESS:
Maisha.Gibson@goldbergkohn.com

February 11, 2002

VIA UNITED STATES EXPRESS MAIL

Commissioner of Patents & Trademarks
1213 Jefferson Davis Highway, Crystal Gateway 4
Arlington, VA 22202

**Re: Recordation of Trademarks – (1) Trademark Security Agreement:
Cobra Electronics Corporation and (2) Release of Trademark
Security Agreement: LaSalle Business Credit, Inc.**

Dear Sir or Madam:

Enclosed are the following requisite documents to record the trademarks included in the above-referenced Trademark Security Agreement and Release of Trademark Security Agreement:

- 1) Recordation Form Cover Sheet for Trademarks (2)
- 2) Trademark Security Agreement – Cobra Electronics Corporation, in favor of LaSalle Bank National Association
- 3) Release of Trademark Security Agreement – LaSalle Business Credit, Inc. in favor of Cobra Electronics Corporation
- 4) Certificate of Express Mail under 37 CFR 1.10
- 5) Self-stamped/addressed postcard noting filing
- 6) Check in the amount of \$1,465.00 to record 58 trademarks in the Trademark Security Agreement
- 7) Check in the amount of \$840.00 to record 33 trademarks in the Release of Trademark Security Agreement

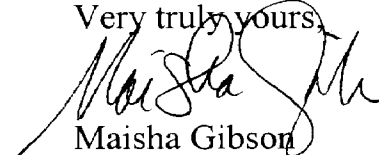
Commissioner of Patents and Trademarks

February 11, 2002

Page 2

Please stamp and return the self-addressed, stamped postcard acknowledging your receipt of the enclosed documents. If you have any questions regarding the above, you may contact me at the number listed above.

Very truly yours,



Maisha Gibson
Legal Assistant

MXG

Enclosures

cc: Rachel Gena Chiss, Esq. (with enclosures)
Deneen Sanders, Paralegal (with enclosures)