

Form PTO-1594

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

TRADEMARKS ONLY

U.S. Patent & Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

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

<p>1. Name of conveying party(ies): Bank One Canada</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> General Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other</p> <p><input checked="" type="checkbox"/> Association <input type="checkbox"/> Limited Partnership</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Escort Inc.</u> Internal Address: _____ Street Address: <u>5440 West Chester Rd.</u> City: <u>West Chester</u> State: <u>OH</u> Zip: <u>45069</u></p> <p><input type="checkbox"/> Individual(s) Citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Illinois</u> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Release of Security Interest</u></p> <p>Execution Date: <u>March 5, 2003</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) B. Trademark Registration No.(s)</p> <p>See Attached List</p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Sarah Otte Graber</u> Internal Address: <u>Wood, Herron &amp; Evans, L.L.P.</u> <u>2700 Carew Tower</u> Street Address: <u>441 Vine Street</u> City: <u>Cincinnati</u> State: <u>Ohio</u> Zip: <u>45202</u></p>	<p>6. Total number of applications and trademarks involved: ..... <u>12</u></p> <p>7. Total fee (37 CFR 3.41): ..... <u>\$ 315.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account if deficiencies occur</p> <p>8. Deposit Account number: <u>23-3000</u> (Attach duplicate copy of this page if paying by deposit account)</p>

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.

Sarah Otte Graber  
Name of Person Signing

Sarah O. Graber  
Signature

7/22/03  
Date

Total number of pages including cover sheet, attachments, and document: 6

CH \$315.00 233000 1869304

Escort Trademark Schedule  
Release of Security Interest Bank One Canada

<u>MARK</u>	<u>REG. NO.</u>
FMT - FUNDAMENTAL MIXER TECHNO	1,869,304
COMPUHETERODYNE	1,281,393
BEL & Design	1,765,584
SHADOW TECHNOLOGY	1,706,363
EXPRESS	1,681,876
LEADERSHIP THROUGH INNOVATION	1,860,310
SWINGMATE	1,874,533
VECTOR	1,493,929
MICRO EYE	1,309,767
VG-2 GUARD	1,983,085
FMT	1,949,937
ADVANCED PROTECTION SYSTEM	2,472,489

Filed at Ohio Secretary of State 07/02/2003 09:00 AM FILE# 20031840430



RECEIVED  
SECRETARY OF STATE  
2003 JUL -2 PM 4:48  
COLUMBUS, OHIO

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Please return to:  
 CT CORPORATION SYSTEMS  
 Julie Jarecki  
 208 S. LaSalle Street, Suite 814  
 Chicago, IL 60604

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #  
AP0208973

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial) Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only ONE of these two boxes.  
 Also check ONE of the following three boxes and provide appropriate information in items 6 and/or 7.  
 CHANGE name and/or address. Please refer to the detailed instructions regarding changing the name of a party.  
 DELETE name: Give total name to be deleted in item 6a or 6b.  
 ADD name: Complete item 7a or 7b, and also item 7c, to complete items 7a-7c (if applicable).

6. CURRENT RECORD INFORMATION

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NOW) OR ADDED INFORMATION

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS 7d. ADD INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any  NONE

8. AMENDMENT (COLLATERAL CHANGE): check only ONE box  
 Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment; if this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment)

9a. ORGANIZATION'S NAME  
Bank One Canada

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Ohio Secretary of State

5886030-37

Filed at Ohio Secretary of State 01/25/2000 09:48 AM FILE#: AP0208973

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

<b>1 Debtor(s) (Last Name First) and address(es)</b> Escort Inc. 2550 Commonwealth NORTH CHICAGO, IL 60064	<b>2 Secured Party(ies) and address(es)</b> Bank One Canada BCE Plaza, P.O. Box 613 161 Bay Street Toronto, Ontario, Canada M5J 2S1	<b>3 Maturity date (if any):</b> For Filing Officer (Date, Time, Number, and Filing Office)
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This financing statement covers the following types (or items) of property:

All of the Debtor's now owned or hereafter acquired accounts, inventory, equipment and other tangible and intangible property, and all proceeds thereof, as more particularly described on Exhibit A.

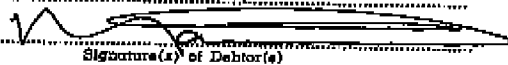
<b>5 Assignee(s) of Secured Party and Address(es)</b>
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501087-00 (9)

B1

Return To:  
CSC  
P.O. Box 891  
Attn: UCC Dept.  
Wilmington, DE 19899-0891

Check  If covered:  Proceeds of Collateral are also covered  Products of Collateral are also covered. No. of additional sheets presented: 2

Filed with: OH-505 Escort Inc. By:  Signature(s) of Debtor(s)	Bank One Canada By: _____ Signature(s) of Secured Party(ies)
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Handwritten Copy - REPUBLICAN

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1

**EXHIBIT A**

All of the Debtor's property, wherever located, whether now or hereafter existing, owned, licensed, leased (to the extent of the Debtor's leasehold interest in such property), consigned (to the extent of the Debtor's ownership interest in such property), arising or acquired, including, without limitation, all of the Debtor's right, title and interest in all:

(i) accounts, contract rights, general intangibles (including without limitation all of the Debtor's present and future: trade secrets and other proprietary information; trademarks, trade names, service marks, business names, designs, logos, indicia, and/or other source and/or business identifiers and the goodwill of the business relating thereto and all registrations which have heretofore been or may hereafter be issued thereon throughout the world; copyrights (including, without limitation, copyrights for computer programs) and copyright registrations which have heretofore been or may hereafter be issued throughout the world and all tangible property embodying the copyrights; unpatented inventions (whether or not patentable); patent applications and patents; license agreements related to any of the foregoing and income therefrom; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporations of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; and all common law and other rights throughout the world in and to all of the foregoing), tax refunds, chattel paper, instruments, notes, letters of credit, documents, documents of title;

(ii) inventory;

(iii) equipment (including, without limitation, fixtures);

(iv) all of the Debtor's deposit accounts (general or special) with and credits and other claims against the Secured Party or any other financial institution with which the Debtor maintains deposits;

(v) all of the Debtor's now owned or hereafter acquired monies, and any and all other property and interests in property of the Debtor now or hereafter coming into the actual possession, custody or control of the Lender or any agent or affiliate of any Lender in any way or for any purpose (whether for safekeeping, deposit, custody, pledge, transmission, collection or otherwise);

(vi) goods;

(vii) all insurance proceeds of or relating to any of the foregoing;

(viii) all insurance proceeds relating to any keyman life insurance policy covering the life of any officer or director of the Debtor;

(ix) all actions with respect to preferential transfers, fraudulent conveyances and other avoidance power claims and any recoveries of cash or proceeds of property representing recoveries under 11 U.S.C. §§ 544, 547, 548, 549, 550 or 553;

(x) all of the Debtor's books and records relating to any of the foregoing; and

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(xi) all accessions and additions to, substitutions for, and replacements, products and proceeds of any of the foregoing.

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