

4/12/04

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

1. Name of conveying party(ies):

The Whistler Group, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: March 30, 2004

2. Name and address of receiving party(ies)

Name: Congress Financial Corporation (Southwest)

Internal

Address:

Street Address: 1201 Main St., Suite 1625

City: Dallas State: TX Zip: 75202

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/312,684

B. Trademark Registration No.(s) 2,521,039

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Gill Elmore

Internal Address:

Street Address: 1201 Main St., Suite 1625

City: Dallas State: TX Zip: 75202

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 3.41) \$ 365.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-2816 (deficiency only)

OFFICE OF PUBLIC RECORDS 2004 APR 12 PM 3:31 FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.

Darren W. Collins

Name of Person Signing

Signature

April 7 2004

Date

16

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

04/13/2004 LMUELLER 00000008 76312684

01 FC:8521 02 FC:8522

40.00/OP 325.00/OP

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

CONTINUATION OF ITEM 4

Applications

Registrations

76/452,680

2,144,077

76/563,345

1,198,525

76/563,346

973,116

2,414,786

2,298,559

1,483,213

1,274,910

2,204,322

1,967,327

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is made and entered into to be effective as of March 30, 2004, by THE WHISTLER GROUP, INC., a Texas corporation, ("Grantor"), for the benefit of CONGRESS FINANCIAL CORPORATION (SOUTHWEST), a Texas corporation, ("Grantee").

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, and Grantee entered into that certain Loan and Security Agreement, dated of even date herewith (as amended, together with all riders, supplements, addenda, exhibits and other documents relating thereto, the "Loan Agreement"), providing for extensions of credit to be made to Grantor by Grantee (the "Loans"); and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a security interest in all of the assets of Grantor including all right, title and interest of Grantor in, to and under all of the following now owned or hereafter created or acquired by Grantor: (a) all 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 in connection therewith including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof including, without limitation, those described in Schedule 1 annexed hereto; (b) all reissues, extensions or renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; (f) all goodwill associated with and symbolized by any of the foregoing (items (a)-(g) above collectively referred to hereto as "Trademark"); (g) Trademark registrations, (h) Trademark applications and (i) any written agreement now or hereafter in existence granting to Grantor any right to use any Trademark, including, without limitation, the agreements described in Schedule 1 annexed hereto, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree as follows:

I. GRANT OF LIEN AND SECURITY INTEREST

To secure payment and performance of all Obligations (as defined in the Loan Agreement) Grantor hereby grants to Grantee a continuing lien and security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- a. each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extension thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- b. each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and
- c. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This lien and security interest is granted in conjunction with the liens and security interests granted to Grantee pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

II. REPRESENTATIONS AND WARRANTIES

(a) Grantor does not have any interest in, or title to, any material trademark, trademark registration or trademark application except as set forth in Schedule 1 annexed hereto. This Trademark Security Agreement is effective to create a valid and continuing lien and security interest in and, upon filing of this Trademark Security Agreement with the United States Patent and Trademark Office, perfected first priority liens and security interests in favor of Grantee on the Trademark Collateral described in Schedule 1 and such perfected liens and security interests are enforceable as such as against any and all creditors of and purchasers from Grantor. Upon filing of this Trademark Security Agreement with the United States Patent and Trademark Office, all action necessary or desirable to protect and perfect Grantee's liens and security interests in the Trademark Collateral set forth on Schedule 1 shall have been duly taken.

(b) To Grantor's knowledge, each of the Trademark Collateral is valid, subsisting and enforceable. Grantor has no knowledge of any pending or threatened claim by any third party that any of the Trademark Collateral is invalid or unenforceable or that any third party has an ownership interest therein.

(c) To Grantor's knowledge, Grantor is not infringing upon any trademarks or other intellectual property of any third party.

(d) To Grantor's knowledge, no third party is infringing upon or otherwise violating any of the Trademark Collateral or any other intellectual property right of Grantor.

(e) Grantor has the power and authority to grant liens and security interests in the Trademark Collateral and to Grantor's knowledge such grant shall not cause a breach of any trademark license or other material agreement to which Grantor is a party.

III. COVENANTS

(a) Grantor shall notify Grantee immediately if it knows that any application or registration relating to any Trademark Collateral (now or hereafter existing) will likely become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding Grantor's ownership of any Trademark Collateral, its right to register the same, register the validity of same, or Grantor's right to keep and maintain the same. Grantor shall promptly notify Grantee in writing of any event that could reasonably be expected to materially and adversely affect the value of the Trademark Collateral, the ability of Grantor or Grantee to dispose of the same or any portion thereof or the rights and remedies of Grantee in relation thereto.

(b) From time to time, Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or that the Grantee may reasonably request, in order to perfect and protect any lien or security interest assigned or purported to be assigned hereby or to enable Grantee to exercise and enforce its rights and remedies hereunder with respect to any Trademark Collateral or any other intellectual property of Grantor. Grantor shall inform Grantee in writing of any material right, title or interest in any issued registered trademarks or trademark applications not appearing on Schedule 1 hereto that are acquired, filed, or developed by Grantor after the date hereof or that were otherwise omitted from Schedule 1. Grantor shall execute and deliver any document that Grantee may reasonably request to evidence Grantee's liens and security interests in such trademarks. This Trademark Security Agreement shall automatically apply to such trademarks and such trademarks shall automatically become "Trademark Collateral".

(c) Grantor shall take all actions necessary or reasonably requested by Grantee to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the material Trademark Collateral (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and

opposition and interference and cancellation proceedings. Grantor shall use reasonable commercial efforts to prosecute any trademark application comprising a material portion of the Trademark Collateral.

(d) In the event that any material portion of the Trademark Collateral or other material intellectual property is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Grantee promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Trademark Collateral or other intellectual property is not material to the conduct of its business or operations, take commercially reasonable actions under the circumstances to protect such Trademark Collateral or other intellectual property.

(e) Grantor shall not sell, assign, license or otherwise dispose of any of the Trademark Collateral listed on Schedule 1 without first giving written notice thereof to Grantee.

(f) Grantor shall provide proper statutory notice in connection with its use or other exploitation of any of the material Trademark Collateral to the extent reasonably necessary for the protection thereof.

(g) Grantor shall keep commercially reasonable records concerning the Trademark Collateral.

IV. REMEDIES

(a) In addition to Grantee's rights and remedies set forth in the Loan Agreement and anything contained herein to the contrary notwithstanding, during the continuation of an Event of Default (as defined in the Loan Agreement), Grantee shall have the right (but not the obligation) to bring suit, in the name of the Grantor, Grantee, or otherwise, to enforce any of the Trademark Collateral, or any other intellectual property or license thereto, in which event Grantor shall, at the reasonable request of Grantee, do all lawful acts and execute any and all documents reasonably required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee in connection with the exercise of its rights hereunder.

(b) For the purpose of enabling Grantee to exercise rights and remedies under the foregoing clause (a) (including, without limiting the terms of such clause (a), in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell or otherwise dispose of Trademark Collateral) at such time as Grantee shall be lawfully entitled to exercise such rights and remedies, Grantor hereby grants to Grantee an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to Grantor) to use, license or sublicense any Trademark Collateral now owned or hereafter acquired by Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof.

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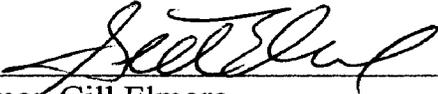
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the day and year first above written.

THE WHISTLER GROUP, INC., a Texas corporation

By: 
Name: John W. Sooter
Title: Chairman

Acknowledged:

CONGRESS FINANCIAL CORPORATION (SOUTHWEST)

By: 
Name: Gill Elmore
Title: Vice President

**SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT**

See Attached.

TRADEMARKS

.00006	GO AC	ITU	Class 9: Voltage Regulators, Converters, Inverters, Generators, Condensers, and Operating Software	2,521,039	01/20/00	Assignee—The Whistler Group, Inc.
.00009	WHISTLER	USE	Class 9: Air Pressure Gauges; Sound Systems Comprised of one or more of the following— stereo receivers, audio cassette players and recorders, compact disc players, phonograph record players; CB radios; two way radios; carbon monoxide detectors; radar systems, namely, marine radar, speed radar and radar navigation aids First Use: 06/08/71	2,144,077	08/15/96	Assignee—The Whistler Group, Inc.
.00011	WHISTLER	USE	Class 9: Radar systems—namely, marine radar and speed radar detectors First Use: 06/08/71	1,198,525	07/24/80	Assignee—The Whistler Group, Inc.
.00012	WHISTLER	USE	Class 9: Radar navigation aids First Use: 06/08/71	973,116	07/16/71	Assignee—The Whistler Group, Inc.
.00013	WHISTLER (Australia)	ITU	Class 9: Electric and electronic door openers; electronic transmitters and receivers for automatic door and gate openers; electronic automatic garage door openers with obstruction sensors; radio operated gate and door controls; air pressure gauges; sound systems; CB radios; two way radios; carbon monoxide detectors; radar systems; namely, marine radar, radar navigation aids speed radar detectors; automobile security and alarm systems; personal security and alarm systems; driving performance and fuel status computers; radio and telephone headsets; accessories for personal portable radios; namely, earphones, transconductors, microphones, and accessory	740673	08/04/97	Whistler Corporation of Massachusetts

			<p>plugs; voice scrambler security apparatus; automobile computers; specialty telephones; transponder units for use in tracking; power converters; jumpstart battery chargers; portable power stations for jumpstarting vehicle batteries; solar battery chargers; battery boosters; remote control units for operating power inverters; automobile collision warning systems; computer programs; socket multipliers; antennas; extension cords; DC power converters; 110 volt converters; voltage meters; power cables; hardware adapters; rechargeable power drill drivers; accessory kits for power tools consisting of electric socket multipliers; and electrical power extension cords; batteries; rechargeable batteries; automobile compute code readers for vehicle diagnostics; and laser pointers</p>			
.00014	WHISTLER (New Zealand)		Class 6: Including; Garage door openers	280343	07/31/97	Whistler Corporation of Massachusetts
			Class 7: Including; portable air compressors	280344		
			Class 9: Including, radio operated gate and door controls, speed radar detectors, air pressure gauges, carbon monoxide detectors, automobile security and alarm systems, computer software and hardware including automobile computers, automotive computer code readers for vehicle diagnostics; automobile collision warning systems, DC power converters, voltage meters, batteries, rechargeable batteries, jumpstart battery chargers, solar battery chargers, battery boosters, power stations for jumpstarting batteries	280345		
			Class 10: Including; electric massage apparatus, including heated massage cushions	280346		
			Class 11: Including; car vacuum cleaners, hand held vacuum cleaners and portable automobile	280347		

				vacuum cleaners, air quality purifiers and ionizers				
				Class 19: Including; garage doors		280348		
.00015	WHISTLER (Taiwan)	USE		Class 9: Alarm devices for vehicle speeding		808953		Whistler Corporation of Massachusetts
.00016	WHISTLER (Italy)	USE		Class 9: Radar speed detectors		753981 (484089)	11/27/86	Whistler Corporation
.00019	WHISTLER (Canada)	USE		Radar apparatus, namely, marine radar and speed radar detectors		369,034	11/03/86	Whistler Corporation
.00020	WHISTLER (Poland)	USE		Class 9 & 12: Automobile Security Systems		116213	07/29/96	Whistler Corporation of Massachusetts
.00021	WHISTLER (Russia)	USE		Class 9: Radar detectors and automobile security systems		164321	06/08/96	Whistler Corporation of Massachusetts
.00022	REAL VOICE	USE		Class 9: Electronic component of radar detectors and paging devices, containing pre-recorded warnings		2,414,786	05/14/97	Assignee—The Whistler Group, Inc.
				Class 12: Electronic component of automobile antitheft alarms and collision warning systems, containing pre-recording warnings First Use: 03/25/97				
.00023	REARVIEW	USE		Class 9: Vehicle collision warning system, comprising ultrasonic detectors, a LED display, speaker and alarm warning signals to assist a driver in backing a vehicle safely First Use: 07/16/98		2,298,559	05/05/97	Assignee—The Whistler Group, Inc.
.00027	PULSE PROTECTION	USE		Class 9: Speed Radar Detectors First Use: 07/17/87		1,483,213	08/17/87	Assignee—The Whistler Group, Inc.
.00029	SPECTRUM	USE		Class 9: Speed Radar Detectors First: 07/08/82		1,274,910	09/16/82	Assignee—The Whistler Group, Inc.
.00030	STAY ALERT	USE		Class 9: Computer programs for radar detectors, namely, a feature of a radar detector for testing, maintaining and increasing response time of		2,204,322	08/29/96	Assignee—The Whistler Group, Inc.

			driver; computer programs for use with an interactive device for testing, maintaining and increasing response time of driver First Use: 03/25/97					
.00039	WHISTLER	ITU	Class 9: Voltage Regulators, Power Converters and Power Inverters First Use:	76/312,684	09/13/01	Applicant—The Whistler Group, Inc.		
.00051	GALILEO	ITU	Class 9—Handheld Global Positioning Systems First Use:	76/452,680	09/25/02	Applicant—The Whistler Group, Inc.		
.00058	TECHNOLOGY FOR THE WAY YOU LIVE	ITU	Class 9—Object detectors for use on vehicles, including laser speed detectors, radar detectors, and ultrasonic detectors; and listening devices, including CD players, compact disc players, MP3 players and portable media players; GPS systems; and power inverters First Use:	76/563,345	12/04/03	Applicant—The Whistler Group, Inc.		
.00059	TOTAL BAND PROTECTION	ITU	Class 9—Object detectors for use on vehicles, including laser speed detectors, radar detectors, and ultrasonic detectors; and listening devices, including CD players, compact disc players, MP3 players and portable media players; GPS systems; and power inverters First Use:	76/563,346	12/04/03	Applicant—The Whistler Group, Inc.		
—	NEMESIS	USE	Class 12: Vehicle system, particularly, alarms, remote entry devices and remote locators; First Use 07/94	74518223/1967327	04/28/94	Assignee—The Whistler Group, Inc.		