

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Escort Inc.		11/18/2005	CORPORATION: ILLINOIS
BELTRONICS USA INC.		11/18/2005	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce acting through its New York Agency, as Administrative Agent		
Street Address:	300 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Banking Corporation: CANADA		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	1983085	VG-2 GUARD	
Registration Number:	1949937	FMT	
Registration Number:	2715208	LASERPRO	
Registration Number:	1706363	SHADOW TECHNOLOGY	
Registration Number:	1874533	SWINGMATE	
Registration Number:	1493929	VECTOR	
Registration Number:	1765584	BEL	
Registration Number:	2896738	BELTRONICS	
Registration Number:	2757698	DIGITAL BROADBAND TECHNOLOGY	
Registration Number:	1681876	EXPRESS	
Registration Number:	2738566	ACCUSWEEP	
Registration Number:	2472489	ADVANCED PROTECTION SYSTEM	
Registration Number:	2751133	AUTOSCAN	

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Registration Number:	2884977	PASSPORT
Registration Number:	2944495	SMARTMUTE
Registration Number:	1552646	SOLO
Serial Number:	76606236	SOLO
Serial Number:	76606235	ESCORT
Registration Number:	2946519	G-TIMER
Registration Number:	2760435	LASER SHIFTER
Registration Number:	1352568	PASSPORT
Registration Number:	1351455	CINCINNATI MICROWAVE
Registration Number:	1127831	ESCORT
Registration Number:	1338929	ESCORT
Registration Number:	2946531	ESCORT
Registration Number:	2996737	ESCORT
Serial Number:	76518126	VECTOR
Serial Number:	76610758	BELTRONICS
Serial Number:	76610759	BEL
Serial Number:	76623368	THE RADAR AND LASER EXPERTS
Serial Number:	76627304	TOTALSHIELD
Serial Number:	76606280	PASSPORT
Serial Number:	76242133	LASER ESCORT

CORRESPONDENCE DATA

Fax Number: (202)728-0744

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2027216405

Email: christine.wilson@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	11/29/2005

Total Attachments: 6

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Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement, ("Trademark Security Agreement") dated as of November 18, 2005, by ESCORT INC. An Illinois corporation and BELTRONICS USA INC., an Illinois corporation (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, ACTING THROUGH ITS NEW YORK AGENCY, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date herewith (the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the pledge and grant of a lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Second Lien
Trademark Security Agreement to be executed and delivered by its duly authorized officer
as of the date first set forth above.

Very truly yours,

ESCORT INC.

By: R. G. Blum
Name: R. G. Blum
Title: CEO

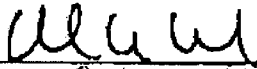
BELTRONICS USA INC.

By: R. G. Blum
Name: R. G. Blum
Title: CEO

[Second Lien Trademark Security Agreement Signature Page]

Accepted and Agreed:

CANADIAN IMPERIAL BANK OF COMMERCE,
ACTING THROUGH ITS NEW YORK AGENCY,
as Administrative Agent

By: 
Name: Cedric Henley
Title: Managing Director

Signature Page to Second Line Trademark Security Agreement

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS
AND APPLICATIONS

U. S. TRADEMARKS:

Mark	Country/Owner	Serial No./ File Date	Reg. No. Issue Date
VG-2 GUARD	United States Beltronics USA Inc.	74/607,674 12/6/1994	1,983,085 06/25/1996
FMT	United States Beltronics USA Inc.	74/419,223 8/2/1993	1,949,937 1/23/1996
LASERPRO	United States Beltronics USA Inc.	76/341,056 11/21/2001	2,715,208 5/13/2003
SHADOW TECHNOLOGY	United States Beltronics USA Inc.	74,147,192 3/11/1991	1,706,363 8/11/1992
SWINGMATE	United States Beltronics USA Inc.	74/91,476 7/6/1992	1,874,533 1/17/1995
VECTOR	United States Beltronics USA Inc.	73/562,563 10/11/1985	1,493,929 6/28/1988
BEL & Design	United States Beltronics USA Inc.	73/424,846 5/6/1983	1,765,584 4/20/1993
BELTRONICS	United States Beltronics USA Inc.	76/515,362 5/20/2003	2,896,738 10/26/2004
DIGITAL BROADBAND TECHNOLOGY	United States Beltronics USA Inc.	76/341,058 11/21/2001	2,757,698 8/26/2003
EXPRESS	United States Beltronics USA Inc.	74/162,864 5/2/1991	1,681,876 4/7/1992
ACCUSWEEP	United States Beltronics USA Inc.	76/349,578 12/18/2001	2,738,566 7/15/2003
ADVANCED PROTECTION SYSTEM	United States Beltronics USA Inc.	75/576,572 10/26/1998	2,472,489 7/24/2001
AUTOSCAN	United States Beltronics USA Inc.	76/341,057 11/21/2001	2,751,133 8/12/2003
PASSPORT	United States Escort Inc.	76/515,613 5/20/2003	2,884,977 9/14/2004
SMARTMUTE	United States Escort Inc.	76/490,519 2/13/2003	2,944,495 4/26/2005
SOLO	United States Escort Inc.	73/752,160 9/16/1988	1,552,646 8/22/1989
SOLO	United States Escort Inc.	76/606,236 8/10/2004	3,000,315 9/27/2005

Mark	Country/Owner	Serial No. / File Date	Reg. No. Issue Date
ESCORT	United States Escort Inc.	76/606,235 8/10/2004	3,000,314 9/27/2005
G-TIMER	United States Escort Inc.	76/507,903 4/21/2003	2,946,519 5/3/2005
LASER SHIFTER	United States Escort Inc.	76/080,133 6/29/2000	2,760,435 9/2/2003
PASSPORT	United States Escort Inc.	73/498,804 9/10/1984	1,352,568 8/6/1985
CINCINNATI MICROWAVE	United States Escort Inc.	73/495,711 8/20/1984	1,351,455 7/30/1985
ESCORT	United States Escort Inc.	73/177,592 7/10/1978	1,127,831 12/18/1979
ESCORT	United States Escort Inc.	73/495,718 8/20/1984	1,338,929 6/4/1985
ESCORT	United States Escort Inc.	76/515,612 5/20/2003	2,946,531 5/3/2005
ESCORT	United States Escort Inc.	76/598,884 6/23/2004	2,996,737 9/20/2005

U.S. TRADEMARK APPLICATIONS:

Mark	Country/Owner	Serial No. / File Date	Reg. No. Issue Date
VECTOR	United States Beltronics USA Inc.	76/518,126 5/30/2003	
BELTRONICS	United States Beltronics USA Inc.	76/610,758 9/10/2004	
BEL	United States Beltronics USA Inc.	76/610,759 9/10/2004	
THE RADAR AND LASER EXPERTS	United States Escort Inc.	76/623,368 12/6/2004	
TOTALSHIELD	United States Escort Inc.	76/627,304 1/7/2005	
PASSPORT	United States Escort Inc.	76/606,280 8/10/2004	
LASER ESCORT	United States Escort Inc.	76/242,133 4/12/2001	