

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent and Trademark Security Assignment and Assumption Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Canadian Imperial Bank of Commerce, acting through its New York Agency, as resigning Administrative Agent		07/30/2009	Banking Association: CANADA

RECEIVING PARTY DATA

Name:	American Capital Financial Services, Inc., as successor Administrative Agent
Street Address:	505 Fifth Avenue
Internal Address:	26th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	1127831	ESCORT
Registration Number:	1338929	ESCORT
Registration Number:	1352568	PASSPORT
Registration Number:	1552646	SOLO
Registration Number:	2944495	SMARTMUTE
Registration Number:	2946519	G-TIMER
Registration Number:	2884977	PASSPORT
Registration Number:	2946531	ESCORT
Registration Number:	3016580	LASER ESCORT
Registration Number:	2996737	ESCORT
Registration Number:	3000315	SOLO

CH \$415.00 1127831

Registration Number:	3014652	PASSPORT
Registration Number:	3000314	ESCORT
Registration Number:	3178684	THE RADAR AND LASER EXPERTS
Registration Number:	3130410	TOTALSHIELD
Registration Number:	1351455	CINCINNATI MICROWAVE

CORRESPONDENCE DATA

Fax Number: (213)430-6407
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (213) 430-8308
Email: sgordon@omm.com
Correspondent Name: Shari Gordon
Address Line 1: 400 S. Hope Street
Address Line 2: 18th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071-2899

ATTORNEY DOCKET NUMBER:	019,642-104
NAME OF SUBMITTER:	Shari L. Gordon
Signature:	/Shari L. Gordon/
Date:	08/05/2009

Total Attachments: 7
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Patent And Trademark Security Assignment And Assumption Agreement

This PATENT AND TRADEMARK SECURITY ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of July 30, 2009 (this "Assignment and Assumption") is made by Canadian Imperial Bank of Commerce, acting through its New York Agency, as resigning Administrative Agent, as assignor ("Assignor") and American Capital Financial Services, Inc., as successor Administrative Agent, as assignee ("Assignee").

WHEREAS, reference is made to (i) that certain Second Lien Credit Agreement dated as of November 18, 2005 (as amended, supplemented or otherwise modified, the "Credit Agreement"), by and among Escort Inc., as borrower (the "Borrower"), Canadian Imperial Bank of Commerce, acting through its New York Agency, as Administrative Agent (in such capacity, the "Administrative Agent") and certain parties party thereto (ii) that certain Second Lien Security Agreement dated as of November 18, 2005 by and among each of the Borrower, the Administrative Agent and other parties party thereto, (the "Security Agreement"); capitalized terms not defined herein shall have the meanings assigned to them in the Security Agreement);

WHEREAS, reference is also made to (i) the Second Lien Patent Security Agreement dated November 18, 2005, by and among the Borrower, the Administrative Agent and other parties party thereto (the "Second Lien Patent Security Agreement"); and (ii) the Second Lien Trademark Security Agreement dated November 18, 2005, between the Borrower, the Administrative Agent and other parties party thereto, (the "Second Lien Trademark Security Agreement"), and, together with the Second Lien Patent Security Agreement, the "Intellectual Property Security Agreements");

WHEREAS, pursuant to the Second Lien Patent Security Agreement recorded with the U.S. Patent and Trademark Office on November 29, 2005 at Reel/Frame No. 016824/0076, Escort Inc. and Beltronics USA Inc. granted the Administrative Agent a lien on and security interest in and to all of its right, title and interest in, to and under certain of its Intellectual Property Collateral, including the Patents listed on Schedule I hereto and proceeds of any and all of the foregoing;

WHEREAS, pursuant to the Second Lien Trademark Security Agreement recorded with the U.S. Patent and Trademark Office on November 29, 2005 at Reel/Frame No. 3200/0530, Escort Inc. and Beltronics USA Inc. granted the Administrative Agent a lien on and security interest in and to all of its right, title and interest in, to and under certain of its Intellectual Property Collateral, including the Trademarks listed on Schedule I hereto, including all goodwill associated with such trademarks, and proceeds of any and all of the foregoing;

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

Assignor hereby irrevocably, absolutely and unconditionally assigns to Assignee without recourse and without any representation or warranty of any kind, nature or description, except as expressly set forth in the Successor Agent and Amendment Agreement dated as of the date hereof (the "Successor Agent Agreement") among, *inter alia*, Assignor and Assignee, and

Assignee hereby assumes from Assignor, the interest in and to Assignor's rights and obligations under the Intellectual Property Security Agreements (the "Assigned Interest"), as of the Effective Date (as defined below).

The effective date of this Assignment and Assumption shall be the date of execution by all parties (the "Effective Date"). Following the execution of this Assignment and Assumption, it will be delivered to O'Melveny and Myers LLP for recording on behalf of the parties hereto pursuant to the Security Agreement and the Intellectual Property Security Agreements with the United States Patent and Trademark Office.

From and after the Effective Date and as further set forth in the Successor Agent Agreement, (a) Assignee shall be a party to the Credit Agreement, the Security Agreement, and the Intellectual Property Security Agreements and, to the extent provided in this Assignment and Assumption, have the rights and obligations of the Administrative Agent thereunder and shall be bound by the provisions thereof and (b) Assignor shall, to the extent provided in this Assignment and Assumption and the Successor Agent Agreement, relinquish its rights and be released from its obligations under the Credit Agreement, the Pledge and Security Agreement and the Intellectual Property Security Agreements. Nothing set forth herein shall modify or limit in any respect the provisions of the Successor Agent Agreement.

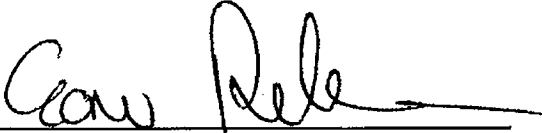
This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.

This Assignment and Assumption may be executed by one or more of the parties to this Assignment and Assumption in any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

CANADIAN IMPERIAL BANK OF COMMERCE,
acting through its New York Agency
as Assignor

By: 

Name: Eoin Roche

Title: Authorized Signatory

Eoin Roche
Canadian Imperial Bank of Commerce
Authorized Signatory

Accepted:

AMERICAN CAPITAL FINANCIAL
SERVICES, INC.
as Assignee

By: _____

Name: Adam Spence

Title: Senior Vice President


IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

CANADIAN IMPERIAL BANK OF COMMERCE,
acting through its New York Agency
as Assignor

By: _____
Name: Eoin Roche
Title: Authorized Signatory

Accepted:

AMERICAN CAPITAL FINANCIAL
SERVICES, INC.
as Assignee

By: 
Name: Adam Spence
Title: Senior Vice President

SCHEDULE I
to
PATENT AND TRADEMARK SECURITY ASSIGNMENT AND ASSUMPTION AGREEMENT

PATENTS

Current Owner	Title	Country	Application No.	Application Date	Patent No.	Grant Date	Status
Beltronics USA Inc.	Mixer Optimization for Active Radar Warning Receiver	United States	10/392,002	3/18/2003	6693578	2/17/2004	Granted
Beltronics USA Inc.	Voltage Controlled Push-Push Oscillator	United States	08/225,308	4/8/1994	5402087	3/28/1995	Granted
Beltronics USA Inc.	Mixer Using Fundamental Frequency or Second or Third Harmonic Frequencies of a Local Oscillator for Maximized Resultant Frequency Mixer Product	United States	08/205,169	3/3/1994	5446923	8/29/1995	Granted
Beltronics USA Inc.	Low Voltage Sensing Circuits for Battery Powered Devices Having a Micro-Processor	United States	08/290,122	8/15/1994	5587916	12/24/1996	Granted
Beltronics USA Inc.	Bi-Directional Laser Light Detection Device Having a Laser Light Pipe	United States	08/325,500	10/19/1994	5600132	2/4/1997	Granted
Beltronics USA Inc.	Image Rejection Mixer	United States	09/097,261	6/15/1998	6127962	10/3/2000	Granted
Beltronics USA Inc.	Multi-Conversion Radar Detector Having Increased Tuning Range and Self-Calibrating Function	United States	09/127,965	8/3/1998	6069580	5/30/2000	Granted
Beltronics USA Inc.	Mounting Device for a Radar Detector	United States	10/304,991	11/26/2002	6779765	8/24/2004	Granted
Escort Inc.	Long Range Police Warning Receiver	United States	07/558,668	7/27/1990	5049885	9/17/1991	Granted
Escort Inc.	Long Range Police Radar Warning Receiver	United States	07/481,509	2/20/1990	4954828	9/4/1990	Granted
Escort Inc.	Emergency Vehicle Detector	United States	08/288,335	8/10/1994	5559508	9/24/1996	Granted
Escort Inc.	Bracket And Assembly For Remote Mounting Of Police Radar Warning Receiver	United States	07/545,996	6/28/1990	5111207	5/5/1992	Granted
Escort Inc.	Battery Powered Police Radar Warning Receiver	United States	07/595,270	10/10/1990	5049884	9/17/1991	Granted

Current Owner	Title	Country	Application No.	Application Date	Patent No.	Grant Date	Status
Escort Inc.	Police Radar Warning Receiver with Auto-Mute Function	United States	07/593,076	10/5/1990	5164729	11/17/1992	Granted
Escort Inc.	Long Range Police Radar Warning Receiver	United States	07/421,525	10/13/1989	5079553	1/7/1992	Granted
Escort Inc.	Long Range Police Radar Warning Receiver With Multiple Array Averaging	United States	07/672,053	3/18/1991	5134406	7/28/1992	Granted
Escort Inc.	Pulsed-Laser Detection With Pulse Stretcher And Noise Averaging	United States	07/890,555	5/28/1992	5206500	4/27/1993	Granted
Escort Inc.	Method And Apparatus For Pulsed-Laser Detection	United States	08/053,468	4/27/1993	5347120	9/23/1994	Granted
Escort Inc.	Wideband Radar Detector	United States	08/048,128	4/13/1993	5305007	4/19/1994	Granted
Escort Inc.	Test Circuit For A Pulsed-Laser Detector	United States	08/053,465	4/27/1993	5365055	11/15/1994	Granted
Escort Inc.	Police Activity Transponder Utilizing a Vehicle Interface	United States	10/022,820	12/17/2001	6614385	9/2/2003	Granted
Escort Inc.	Radar Detector Display	United States	08/710,839	9/23/1996	5668554	9/16/1997	Granted
Escort Inc.	Radar Warning Receiver with Positions and Velocity Sensitive Functions	United States	09/889,656	3/15/2002	6670905	12/30/2003	Granted
Escort Inc.	Wide Band Radar Detector with Three-Sweep Input Stage	United States	09/736,490	12/13/2000	6400305	6/4/2002	Granted
Escort Inc.	Vented Remote Radar Detector	United States	09/562,974	5/3/2000	6249218	6/19/2001	Granted
Escort Inc.	Police Radar/Laser Detector with Integral Vehicle Parameter Display	United States	09/973,623	10/9/2001	6587068	7/1/2003	Granted
Escort Inc.	Police Radar/Laser Detector With Integral Vehicle Parameter Display Using a Vehicle Interface	United States	10/610,367	6/30/2003	6836238	12/28/2004	Granted
Escort Inc.	Acceleration Detector With Integral Vehicle Parameter Display Using a Vehicle Interface	United States	11/010,104	12/10/2004	7098844	8/29/2006	Granted

TRADEMARKS

Owner	Mark Name	Country	Serial Number	File Date	Reg. No.	Issue Date	Status
Escort Inc.	ESCORT	United States	73/177,592	7/10/1978	1,127,831	12/18/1979	Registered
Escort Inc.	ESCORT	United States	73/495,718	8/20/1984	1,338,929	6/4/1985	Registered
Escort Inc.	PASSPORT	United States	73/498,804	9/10/1984	1,352,568	8/6/1985	Registered
Escort Inc.	SOLO	United States	73/752,160	9/16/1988	1,552,646	8/22/1989	Registered
Escort Inc.	SMARTMUTE	United States	76/490,519	2/13/2003	2,944,495	4/26/2005	Registered
Escort Inc.	G-TIMER	United States	76/507,903	4/21/2003	2,946,519	5/3/2005	Registered
Escort Inc.	PASSPORT	United States	76/515,613	5/20/2003	2,884,977	9/14/2004	Registered
Escort Inc.	ESCORT	United States	76/515,612	5/20/2003	2,946,531	5/3/2005	Registered
Escort Inc.	LASER ESCORT	United States	76/242,133	4/12/2001	3,016,580	11/22/2005	Registered
Escort Inc.	ESCORT	United States	76/598,884	6/23/2004	2,996,737	9/20/2005	Registered
Escort Inc.	SOLO	United States	76/606,236	8/10/2004	3,000,315	9/27/2005	Registered
Escort Inc.	PASSPORT	United States	76/606,280	8/10/2004	3,014,652	11/15/2005	Registered
Escort Inc.	ESCORT	United States	76/606,235	8/10/2004	3,000,314	9/27/2005	Registered
Escort Inc.	THE RADAR AND LASER EXPERTS	United States	76/623,368	12/6/2004	3,178,684	11/28/2006	Registered
Escort Inc.	TOTALSHIELD	United States	76/627,304	1/7/2005	3,130,410	8/15/2006	Registered
Escort Inc.	CINCINNATI MICROWAVE	United States	73/495,711	8/20/1984	1,351,455	7/30/1985	Inactive

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RECORDED: 08/05/2009

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