

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.		07/30/2009	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	American Capital Financial Services, Inc., as Administrative Agent		
Street Address:	505 Fifth Avenue		
Internal Address:	26th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Banking Association: CANADA		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3509222	TRUELOCK	
Registration Number:	3354566	AUTOVOLUME	
Registration Number:	3587661	SPEEDALERT	
Registration Number:	3390436	CINCINNATI MICROWAVE	
Registration Number:	3544996	SPEED OF LIGHT PROTECTION	
Serial Number:	78815291	FOLLOW NO ONE	
Serial Number:	77271442	SPEED OF LIGHT PROTECTION	
Registration Number:	1120933	CM	
Registration Number:	1667241	DIGITAL KEY	
Registration Number:	1772134	ESCORT PLUS	
Registration Number:	2063592	DPR	
Serial Number:	74723897	SAFETYPILOT	
Registration Number:	2139969	SMARTSHIELD	

CH \$490.00 3509222

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TRADEMARK
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Serial Number:	75094396	STARCAST
Serial Number:	77517805	AUTOUNLEARN
Serial Number:	77517695	AUTOLEARN
Serial Number:	77626361	FUZZBUSTER
Serial Number:	77682158	SMARTMIRROR
Serial Number:	77761006	ESCORT RADAR

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
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NAME OF SUBMITTER:	Shari L. Gordon
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Signature:	/Shari L. Gordon/
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Date:	08/11/2009
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Total Attachments: 6

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Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement, ("Trademark Security Agreement") dated as of July 30, 2009, made by ESCORT INC., an Illinois corporation (the "Pledgor"), in favor of AMERICAN CAPITAL FINANCIAL SERVICES, INC., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgor is a party to a Second Lien Security Agreement, dated November 18, 2005 (the "Security Agreement") in favor of Canadian Imperial Bank of Commerce, acting through its New York agency (the "Existing Agent"), pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

WHEREAS, the Existing Agent and the Administrative Agent are party to a Successor Agent and Amendment Agreement, dated as of the date hereof (the "Successor Agreement"), in which the Existing Agent resigns as Administrative Agent under the Credit Agreement and the Security Agreement and the Successor Agent thereby is appointed and accepts the role of Administrative Agent under the Credit Agreement and the Security Agreement;

WHEREAS, pursuant to the Successor Agreement, the Existing Agent assigns and delegates to the Administrative Agent and the Administrative Agent thereby accepts and is vested with all the rights, powers, discretion and privileges of the Existing Agent, and further, the Existing Agent thereby assigns and delegates to the Successor Agent and the Successor Agent thereby assumes the obligations, responsibilities and duties of the Existing Agent in accordance with the terms of the Credit Agreement and the Security Agreement.

NOW, THEREFORE, in consideration of the premises and pursuant to the terms set forth in the Security Agreement, the Pledgor hereby agrees 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. The 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 the 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 Pledgor hereby acknowledges and

affirms 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 Pledgor 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.

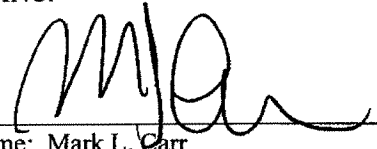
[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this 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: _____



Name: Mark L. Carr

Title: Vice President and Chief Financial Officer

Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.
as Administrative Agent

By: _____

Name: Adam Spence

Title: Senior Vice President

[Second Lien Trademark Security Agreement Signature Page]

TRADEMARK

REEL: 004042 FRAME: 0381

IN WITNESS WHEREOF, the Pledgor has caused this 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: _____

Name: Mark L. Carr

Title: Vice President and Chief Financial
Officer

Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.
as Administrative Agent

By: _____

Name: Adam Spence

Title: Senior Vice President

[Second Lien Trademark Security Agreement Signature Page]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS
AND APPLICATIONS

U. S. TRADEMARKS:

Mark	Country/Owner	Serial No./ File Date	Reg. No. Issue Date
TRUELOCK	United States Escort Inc.	77/046,920 11/17/2006	3,509,222 9/30/2008
AUTOVOLUME	United States Escort Inc.	77/058,100 12/6/2006	3,354,566 12/11/2007
SPEEDALERT	United States Escort Inc.	77/058,137 12/6/2006	3,587,661 3/10/2009
CINCINNATI MICROWAVE	United States Escort Inc.	78/781,057 12/27/2005	3,390,436 2/26/2008
SPEED OF LIGHT PROTECTION	United States Escort Inc.	77/976,161 9/4/2007	3,544,996 12/9/2008
FOLLOW NO ONE	United States Escort Inc.	78/815,291 2/15/2006	N/A
SPEED OF LIGHT PROTECTION	United States Escort Inc.	77/271,442 9/4/2007	N/A
DESIGN	United States Escort Inc.	177,593 7/10/1978	1,120,933 6/26/1979
DIGITAL KEY	United States Escort Inc.	74/001,449 11/16/1989	1,667,241 12/3/1991
ESCORT PLUS	United States Escort Inc.	74/233,792 12/27/1991	1,772,134 5/18/1993
DPR	United States Escort Inc.	74/440,268 9/27/1993	2,063,592 5/20/1997
SAFETYPILOT	United States Escort Inc.	74/723,897 9/1/1995	N/A

Mark	Country/Owner	Serial No./ File Date	Reg. No. Issue Date
SMARTSHIELD	United States Escort Inc.	74/726,761 9/8/1995	2,139,969 3/3/1998
STARCAST	United States Escort Inc.	75/094,396 4/25/1996	N/A

U.S. TRADEMARK APPLICATIONS:

Mark	Country/Owner	Serial No./ File Date	Reg. No. Issue Date
AUTOUNLEARN	United States Escort Inc.	77/517,805 7/9/2008	N/A
AUTOLEARN	United States Escort Inc.	77/517,695 7/9/2008	N/A
FUZZBUSTER	United States Escort Inc.	77/626,361 12/4/2008	N/A
SMARTMIRROR	United States Escort Inc.	77/682,158 3/3/2009	N/A
ESCORT RADAR	United States Escort Inc.	77/761,006 6/16/2009	N/A