

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Escort Inc.		12/01/2010	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	3755536	AUTO UNLEARN	
Registration Number:	3740774	AUTOLEARN	
Registration Number:	3354566	AUTOVOLUME	
Registration Number:	3390436	CINCINNATI MICROWAVE	
Registration Number:	3862717	DEFENDER	
Registration Number:	1127831	ESCORT	
Registration Number:	1338929	ESCORT	
Registration Number:	2946531	ESCORT	
Registration Number:	2996737	ESCORT	
Registration Number:	3000314	ESCORT	
Registration Number:	3749028	ESCORT RADAR	
Registration Number:	2946519	G-TIMER	
Registration Number:	3016580	LASER ESCORT	
Registration Number:	2760435	LASER SHIFTER	

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TRADEMARK  
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Registration Number:	1352568	PASSPORT
Registration Number:	2884977	PASSPORT
Registration Number:	3014652	PASSPORT
Registration Number:	3707184	SMARTMIRROR
Registration Number:	2944495	SMARTMUTE
Registration Number:	1552646	SOLO
Registration Number:	3000315	SOLO
Registration Number:	3544996	SPEED OF LIGHT PROTECTION
Registration Number:	3587661	SPEEDALERT
Registration Number:	3866136	SUPERCUP
Registration Number:	3178684	THE RADAR AND LASER EXPERTS
Registration Number:	3130410	TOTALSHIELD
Registration Number:	3509222	TRUELOCK
Serial Number:	77836987	DRIVE SMARTER
Serial Number:	85072810	DS
Serial Number:	85072833	DS
Serial Number:	77846347	ESCORT
Serial Number:	77626361	FUZZBUSTER
Serial Number:	77846335	PASSPORT
Serial Number:	77969596	PASSPORT IQ

#### CORRESPONDENCE DATA

Fax Number: (312)803-5299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (312) 845-3430  
 Email: kalwa@chapman.com  
 Correspondent Name: Richard Kalwa  
 Address Line 1: 111 West Monroe Street  
 Address Line 2: Chapman and Cutler LLP  
 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1947696
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	12/02/2010

Total Attachments: 8

**TRADEMARK**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 1, 2010, is made by ESCORT INC., an Illinois corporation, in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 1, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (to the extent not constituting Excluded Property) of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, the Trademark Collateral shall not include any "intent to use" Trademark applications for which a statement of use has not been filed and accepted, and no security interest in or Lien on such assets shall be deemed granted hereunder (but only until such statement is filed and accepted).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the provisions of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor 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.

as Grantor

By: 

Name: Mark L. Carr

Title: Vice President, Chief Financial  
Officer, Secretary

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By: \_\_\_\_\_

Name:

Title: Its Duly Authorized Signatory

Trademark Security Agreement

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

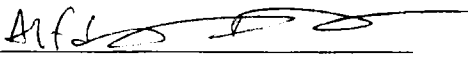
Very truly yours,

ESCORT INC.  
as Grantor

By: \_\_\_\_\_  
Name: Mark L. Carr  
Title: Vice President, Chief Financial  
Officer, Secretary

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By:   
Name: ALFREDO WANG  
Title: Its Duly Authorized Signatory

Trademark Security Agreement

TRADEMARK  
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ACKNOWLEDGMENT OF GRANTOR

State of Ohio )  
 )  
County of Butler ) ss.

On this 23 day of November, 2010 before me personally appeared Mark L. Carr, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ESCORT INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

*Toad A. Borden*

Notary Public



Toad A. Borden  
Notary Public  
State of Ohio  
My Commission Expires  
December 22, 2014

Trademark Security Agreement



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

**U.S. TRADEMARKS**

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
AUTO UNLEARN	U.S. Federal	77517805 7/9/2008	3755536 3/2/2010	Escort Inc.	Registered
AUTOLEARN	U.S. Federal	77517695 7/9/2008	3740774 1/19/2010	Escort Inc.	Registered
AUTOVOLUME	U.S. Federal	77058100 12/6/2006	3354566 12/11/2007	Escort Inc.	Registered Supplemental Register
CINCINNATI MICROWAVE	U.S. Federal	78781057 12/27/2005	3390436 2/26/2008	Escort Inc.	Registered Supplemental Register
DEFENDER	U.S. Federal	77814015 8/27/2009	3862717 10/19/2010	Escort Inc.	Registered
DRIVE SMARTER	U.S. Federal	77836987 9/29/2009		Escort Inc.	Published (Pending) Intent to Use
DS	U.S. Federal	85072810 6/28/2010		Escort Inc.	Pending
DS	U.S. Federal	85072833 6/28/2010		Escort Inc.	Pending Intent to Use
ESCORT	U.S. Federal	73177592 7/10/1978	1127831 12/18/1979	Escort Inc.	Renewed (Registered)
ESCORT	U.S. Federal	73495718 8/20/1984	1338929 6/4/1985	Escort Inc.	Renewed (Registered)
ESCORT	U.S. Federal	76515612 5/20/2003	2946531 5/3/2005	Escort Inc.	Registered
ESCORT	U.S. Federal	76598884 6/23/2004	2996737 9/20/2005	Escort Inc.	Registered
ESCORT	U.S. Federal	76606235 8/10/2004	3000314 9/27/2005	Escort Inc.	Registered
ESCORT	U.S. Federal	77846347 10/12/2009		Escort Inc.	Published (Pending) Intent to Use
ESCORT RADAR	U.S. Federal	77761006 6/16/2009	3749028 2/16/2010	Escort Inc.	Registered
FUZZBUSTER	U.S. Federal	77626361 12/4/2008		Escort Inc.	Published (Pending) Intent to Use

Mark	Country	Serial No/ Filing Date	Reg. No/ Reg. Date	Owner	Status
G-TIMER	U.S. Federal	76507903 4/21/2003	2946519 5/3/2005	Escort Inc.	Registered
LASER ESCORT	U.S. Federal	76242133 4/12/2001	3016580 11/22/2005	Escort Inc.	Registered
LASER SHIFTER	U.S. Federal	76080133 6/29/2000	2760435 9/2/2003	Escort Inc.	Registered Supplemental Register
PASSPORT	U.S. Federal	73498804 9/10/1984	1352568 8/6/1985	Escort Inc.	Renewed (Registered)
PASSPORT	U.S. Federal	76515613 5/20/2003	2884977 9/14/2004	Escort Inc.	Registered
PASSPORT	U.S. Federal	76606280 8/10/2004	3014652 11/15/2005	Escort Inc.	Registered
PASSPORT	U.S. Federal	77846335 10/12/2009		Escort Inc.	Published (Pending) Intent to Use
PASSPORT IQ	U.S. Federal	77969596 3/26/2010		Escort Inc.	Pending Intent to Use
SMARTMIRROR	U.S. Federal	77682158 3/3/2009	3707184 11/3/2009	Escort Inc.	Registered Supplemental Register
SMARTMUTE	U.S. Federal	76490519 2/13/2003	2944495 4/26/2005	Escort Inc.	Registered
SOLO	U.S. Federal	73752160 9/16/1988	1552646 8/22/1989	Escort Inc.	Renewed (Registered)
SOLO	U.S. Federal	76606236 8/10/2004	3000315 9/27/2005	Escort Inc.	Registered
SPEED OF LIGHT PROTECTION	U.S. Federal	77976161 9/4/2007	3544996 12/9/2008	Escort Inc.	Registered
SPEEDALERT	U.S. Federal	77058137 12/6/2006	3587661 3/10/2009	Escort Inc.	Registered
SUPERCUP	U.S. Federal	77969586 3/26/2010	3866136 10/19/2010	Escort Inc.	Registered Supplemental Register
THE RADAR AND LASER EXPERTS	U.S. Federal	76623368 12/6/2004	3178684 11/28/2006	Escort Inc.	Registered Supplemental Register
TOTALSHIELD	U.S. Federal	76627304 1/7/2005	3130410 8/15/2006	Escort Inc.	Registered
TRUELOCK	U.S. Federal	77046920 11/17/2006	3509222 9/30/2008	Escort Inc.	Registered

## **CANADIAN TRADEMARKS**

<b>Mark</b>	<b>Status</b>	<b>Ser. No/ Reg. No.</b>	<b>Filing Date/ Reg. Date</b>	<b>Owner</b>
ESCORT	Registered	529,708 TMA304,960	October 10, 1984 July 19, 1985	Escort Inc.
PASSPORT	Registered	529,709 TMA314,419	October 10, 1984 May 23, 1986	Escort Inc.
AUTOVOLUME	Registered	1,327,636 TMA754,956	December 1, 2006 December 10, 2009	Escort Inc.
TRUELOCK	Registered	1,327,637 TMA755,137	December 1, 2006 December 11, 2009	Escort Inc.
SPEEDALERT	Registered	1,327,638 TMA755,165	December 1, 2006 December 11, 2009	Escort Inc.
SPEED OF LIGHT PROTECTION	Registered	1,362,461 TMA778,676	September 5, 2007 October 1, 2010	Escort Inc.
FUZZBUSTER	Searched	1,420,668	December 4, 2008	Escort Inc.
AUTOUNLEARN	Registered	1,423,627 TMA757,945	January 6, 2009 January 26, 2010	Escort Inc.
AUTOLEARN	Searched	1,423,628	January 6, 2009	Escort Inc.
DEFENDER	Searched	1,455,272	October 14, 2009	Escort Inc.
PASSPORT	Searched	1,469,092	February 10, 2010	Escort Inc.
ESCORT	Searched	1,469,271	February 11, 2010	Escort Inc.
SUPERCUP	Advertised	1,478,648	April 27, 2010	Escort Inc.
PASSPORT IQ	Searched	1,478,649	April 27, 2010	Escort Inc.
DRIVE SMARTER	Searched	1,454,008	October 2, 2009	Escort Inc.

## **IP LICENSES**

Trademark License Agreement between Escort Inc., and Sense Technologies, Inc., dated December 31, 2009.

Trademark License Agreement between Escort Inc., and Blackline GPS, Inc., dated March 2009.