

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------|----------|----------------|-----------------------|
| Beltronics USA Inc. | | 10/07/2013 | CORPORATION: ILLINOIS |

RECEIVING PARTY DATA

| | |
|-------------------|-------------------------------------|
| Name: | Honeysuckle Finco, LLC |
| Street Address: | 142 West 57th Street, 17th Floor |
| Internal Address: | c/o Monomoy Capital Partners |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10019 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 8

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------|
| Registration Number: | 4388368 | BELTRONICS |
| Registration Number: | 1874533 | SWINGMATE |
| Registration Number: | 1493929 | VECTOR |
| Registration Number: | 2751133 | AUTOSCAN |
| Registration Number: | 3072536 | BELTRONICS |
| Registration Number: | 3406931 | PERFORMANCE RULES |
| Registration Number: | 1983085 | VG-2 GUARD |
| Registration Number: | 1765584 | BEL |

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: rebecca.lederhouse@bakermckenzie.com,
 colleen.brennan@bakermckenzie.com

TRADEMARK
 REEL: 005139 FRAME: 0969

Correspondent Name: Rebecca Lederhouse
Address Line 1: 300 East Randolph Street, Suite 5000
Address Line 2: Baker & McKenzie LLP
Address Line 4: Chicago, ILLINOIS 60601

| | |
|-------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 22266436-000026 |
| NAME OF SUBMITTER: | Rebecca Lederhouse |
| Signature: | /rebecca lederhouse/ |
| Date: | 10/25/2013 |

Total Attachments: 7
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of October 7, 2013, is made by BELTRONICS USA INC., an Illinois corporation (together with its successors and assigns, the "Grantor") and HONEYSUCKLE FINCO, LLC, as administrative agent ("Administrative Agent"), for the benefit of the Lenders (as defined in the Credit Agreement referred to below):

RECITALS:

WHEREAS, Grantor is a party to that certain Second Lien Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among the Grantor, the other grantors named therein, the financial institutions from time to time party thereto (collectively, the "Lenders") and Administrative Agent, in which the Lenders have agreed to make certain Term Loans to Company.

WHEREAS, Grantor has agreed pursuant to that certain Second Lien Guaranty and Collateral Agreement dated as of the date hereof in favor of Administrative Agent (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Collateral Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of Company under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor (intending to be legally bound) hereby agrees as follows:

1. Defined Terms. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement; provided, however, that the following terms shall have the meanings given them in the Guaranty and Collateral Agreement: "Company," "Company Obligations," "Guarantor Obligations" and "Proceeds."

2. Grant of Security Interest. As collateral security for the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise) of the Company Obligations and the Guarantor Obligations, Grantor hereby pledges and grants to the Administrative Agent, for the ratable benefit of Lenders (and to the extent provided in the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all right, title and interest of Grantor in and to all of the following that constitute Collateral, whether now existing or hereafter acquired:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, now held or hereafter acquired by Grantor, any registration or recording of the foregoing or any thereof, and any application in connection therewith, including, without limitation, any such registration, recording, or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof

(including, without limitation, those trademark registrations and applications listed on Exhibit A to this Agreement);

- (ii) all renewals of any of the foregoing;
- (iii) all rights to sue for past, present or future infringements of any of the foregoing;
- (iv) all good will of the business of the Grantor connected with and symbolized by any of the foregoing; and
- (v) all Proceeds of any and all of the foregoing.

3. Reference to Separate Agreements. This Agreement has been entered into by Grantor and the Administrative Agent primarily for recording purposes. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent (or, if and as applicable, Lenders) under and pursuant to the Credit Agreement (or the Second Lien Guaranty and Collateral Agreement identified therein) but rather is intended to facilitate the exercise of such rights and remedies. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Credit Agreement (and the Guaranty and Collateral Agreement), all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Credit Agreement, the terms and provisions of the Credit Agreement shall govern.

4. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

6. Subordination Agreement. Notwithstanding anything herein to the contrary, this instrument and the rights and obligations evidenced hereby are subject to and are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement dated as of October 7, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Subordination Agreement"), among Monroe Capital Management Advisors LLC, as administrative agent (the "First Priority Representative"), and Administrative Agent; and acknowledged by (i) each of Radar Detection Holdings Corp., a Delaware corporation, Escort Holdings Corp., a Delaware corporation, Escort Inc., an Illinois corporation, and Beltronics USA Inc., an Illinois corporation (individually and collectively, the "Company") and (ii) each of Escort Manufacturing Corporation, a Nova Scotia corporation, and Chaperone Holdings, Inc., a

Delaware corporation, to the indebtedness (including interest) owed by the Company and any other loan party pursuant to that certain Credit Agreement dated as of October 7, 2013, as amended, among the Company, First Priority Representative and the lenders from time to time party thereto and the other First Priority Documents (as defined in the Subordination Agreement); and the Administrative Agent, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement. As among the First Priority Secured Parties (as defined in the Subordination Agreement) and the Administrative Agent, in the event of any conflict between the terms of the Subordination Agreement and this agreement, the terms of the Subordination Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Security Agreement as of the date first written above.

GRANTOR:

BELTRONICS USA INC., an Illinois Corporation

By: 

Name: MARK L. CAM

Title: VP CFO

AGREED AND ACCEPTED:

this 7th day of October, 2013

HONEYSUCKLE FINCO, LLC,

as Administrative Agent

By: 

Name: **Justin Hillenbrand**

Title: **President**

[Signature Page to Second Lien Trademark Security Agreement - Beltronics USA Inc.]

TRADEMARK
REEL: 005139 FRAME: 0975

EXHIBIT A

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS:

| Mark Name | Country | Application Number | Application Date | Registration Number | Registration Date |
|----------------------------------|----------------|---------------------------|-------------------------|----------------------------|--------------------------|
| BELTRONICS | Australia | 1036377 | 12/30/2004 | 1036377 | 5/9/2005 |
| BEL | Australia | 1036378 | 12/30/2004 | 1036378 | 5/9/2005 |
| BEL LOGO | Australia | 547807 | 12/19/1990 | 547807 | 4/16/1993 |
| BEL – TRONICS | Australia | 547808 | 12/19/1990 | 547808 | 9/8/1993 |
| BEL | Australia | 505146 | 2/20/1989 | 505146 | 7/18/1991 |
| BEL TRONICS | Benelux | 823057 | 3/4/1994 | 551510 | 3/4/1994 |
| BEL LOGO | Benelux | 676591 | 8/6/1985 | 413474 | 6/10/1986 |
| BEL TRONICS | Benelux | 1182944 | 6/10/2009 | 864557 | 9/10/2009 |
| BELTRONICS | Benelux | 676592 | 8/6/1985 | 413475 | 6/10/1986 |
| BEL | Benelux | 1182945 | 6/10/2009 | 0864558 | 9/10/2009 |
| BEL | Benelux | 823059 | 3/4/1994 | 551512 | 3/4/1994 |
| PERFORMANCE RULES | Canada | 1305871 | 6/19/2006 | TMA750046 | 10/14/2009 |
| BELTRONICS (STANDARD CHARACTERS) | Canada | 1469093 | 2/10/2010 | | |
| ADVANCED PROTECTION SYSTEM | Canada | 0894493 | 10/23/1998 | TMA543218 | 3/30/2001 |
| BEL-TRONICS LIMITED | Canada | 0769568 | 11/25/1994 | TMA487402 | 12/23/1997 |
| VG-2 GUARD | Canada | 0770648 | 12/9/1994 | TMA456010 | 3/22/1996 |
| SHADOW TECHNOLOGY | Canada | 0677557 | 3/7/1991 | TMA396415 | 3/27/1992 |
| BEL DESIGN | Canada | 0544167 | 6/19/1985 | TMA323398 | 2/6/1987 |
| SIGNAL CONCENTRATOR | Canada | 0503202 | 5/10/1983 | TMA293733 | 8/3/1984 |
| COMPUHETERODYNE | Canada | 0491879 | 9/9/1982 | TMA284130 | 10/14/1983 |
| RSV-RADAR SIGNAL VERIFICATION | Canada | 0645659 | 11/27/1989 | TMA378963 | 1/25/1991 |
| FMT-FUNDAMENTAL MIXER TECHNOLOGY | Canada | 0645653 | 11/27/1989 | TMA378962 | 1/25/1991 |
| THE INTELLIGENT CHOICE | Canada | 0597403 | 12/17/1987 | TMA352043 | 2/24/1989 |
| QUANTUM | Canada | 0560821 | 4/15/1986 | TMA326678 | 4/24/1987 |
| MICRO EYE EXPRESS | Canada | 0550580 | 10/10/1985 | TMA326647 | 4/24/1987 |
| VECTOR | Canada | 0546793 | 7/25/1985 | TMA325778 | 4/10/1987 |
| QUICKDIAL | Canada | 0775332 | 2/13/1995 | TMA459999 | 7/5/1996 |
| BELTRONICS | China | 6703836 | 5/6/2008 | 6703836 | 9/28/2010 |
| VECTOR | China | 6703833 | 5/6/2008 | 6703833 | 6/7/2010 |

| Mark Name | Country | Application Number | Application Date | Registration Number | Registration Date |
|----------------------------------|----------------|--------------------|------------------|---------------------|-------------------|
| PERFORMANCE RULES | China | 6703834 | 5/6/2008 | 6703834 | 6/7/2010 |
| BEL | China | 6703835 | 5/6/2008 | | |
| BELTRONICS | Czech Republic | 461545 | 8/14/2008 | 304126 | 3/3/2009 |
| VECTOR | Czech Republic | 461546 | 8/14/2008 | 313240 | 7/21/2010 |
| VECTOR EUROPA | European Union | 1058288 | 1/29/1999 | 1058288 | 4/10/2000 |
| BELTRONICS VECTOR | Hong Kong | 301463463 | 11/2/2009 | 301463463 | 3/12/2010 |
| BELTRONICS | Hong Kong | 301067157 | 3/7/2008 | 301067157 | 9/9/2008 |
| BEL | Hong Kong | 301067166 | 3/7/2008 | 301067166 | 3/7/2008 |
| PERFORMANCE RULES | Hong Kong | 301067184 | 3/7/2008 | 301067184 | 9/17/2008 |
| BELTRONICS | India | 2190165 | 8/12/2011 | | |
| VECTOR | India | 2190164 | 8/12/2011 | | |
| BELTRONICS | New Zealand | 723749 | 1/11/2005 | 723749 | 7/14/2005 |
| BEL & Device | New Zealand | 723750 | 1/11/2005 | 723750 | 7/14/2005 |
| BEL | New Zealand | 723352 | 12/23/2004 | 723352 | 6/23/2005 |
| BELTRONICS | New Zealand | 723353 | 12/23/2004 | 723353 | 6/23/2005 |
| BELTRONICS | Taiwan | 100038604 | 7/29/2011 | 1528699 | 7/16/2012 |
| BELTRONICS (STANDARD CHARACTERS) | United States | 77/846,331 | 10/12/2009 | 4,388,368 | 08/20/2013 |
| SWINGMATE | United States | 74/291,476 | 7/6/1992 | 1,874,533 | 1/17/1995 |
| VECTOR | United States | 73/562,563 | 10/11/1985 | 1,493,929 | 6/28/1988 |
| AUTOSCAN | United States | 76/341,057 | 11/21/2001 | 2,751,133 | 8/12/2003 |
| BELTRONICS | United States | 76/610,758 | 9/10/2004 | 3,072,536 | 3/28/2006 |
| PERFORMANCE RULES | United States | 78/776,093 | 12/19/2005 | 3,406,931 | 4/1/2008 |
| VG-2 GUARD | United States | 74/607,674 | 12/6/1994 | 1,983,085 | 6/25/1996 |
| BEL LOGO | United States | 73/424846 | 5/6/1983 | 1765584 | 4/20/1993 |