

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.		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: 35			
Property Type	Number	Word Mark	
Registration Number:	2760435	LASER SHIFTER	
Registration Number:	2996737	ESCORT	
Registration Number:	3000315	SOLO	
Registration Number:	3014652	PASSPORT	
Registration Number:	3000314	ESCORT	
Registration Number:	3178684	THE RADAR AND LASER EXPERTS	
Registration Number:	4247605	SMARTRADAR	
Registration Number:	4321697	QUICKSTART	
Registration Number:	4273621	SMARTCORD	
Registration Number:	4217905	SMARTSITE	
Registration Number:	4053512	DRIVE SMARTER	
Registration Number:	3544996	SPEED OF LIGHT PROTECTION	
Registration Number:	1352568	PASSPORT	

Registration Number:	1127831	ESCORT
Registration Number:	1552646	SOLO
Registration Number:	3755536	AUTO UNLEARN
Registration Number:	3740774	AUTOLEARN
Registration Number:	3587661	SPEEDALERT
Registration Number:	3707184	SMARTMIRROR
Registration Number:	3749028	ESCORT RADAR
Registration Number:	3862717	DEFENDER
Registration Number:	2944495	SMARTMUTE
Registration Number:	1338929	ESCORT
Registration Number:	3390436	CINCINNATI MICROWAVE
Registration Number:	3509222	TRUELOCK
Registration Number:	3354566	AUTOVOLUME
Registration Number:	3997904	S3
Registration Number:	4029695	DS
Registration Number:	3928265	DS
Registration Number:	4388370	ESCORT
Registration Number:	4388369	PASSPORT
Registration Number:	4388746	ESCORT LIVE
Registration Number:	4339502	ESCORT MOBILETV
Registration Number:	3866136	SUPERCUP
Registration Number:	3972526	PASSPORT IQ

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

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
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NAME OF SUBMITTER:	Rebecca Lederhouse
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Signature:	/rebecca lederhouse/
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TRADEMARK
REEL: 005139 FRAME: 0985

10/25/2013

Total Attachments: 10

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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 ESCORT 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:

ESCORT INC., an Illinois Corporation

By: 

Name: MARK L. CAM

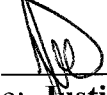
Title: VP CFO

AGREED AND ACCEPTED:

this 7th day of October, 2013

HONEYSUCKLE FINCO, LLC,

as Administrative Agent

By:  _____

Name: **Justin Hillenbrand**

Title: **President**

EXHIBIT A

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS:

Mark Name	Country	Application Number	Application Date	Registration Number	Registration Date
BELTRONICS	Russia	2008729467	9/12/2008	396280	12/14/2009
ESCORT MOBILETV	Argentina	3.163.752	5/11/2012		
ESCORT LIVE	Australia (International)	A0028817	3/14/2012	1113757	14 March 2012
ESCORT	Australia	1015311	8/10/2004	1015311	31 March, 2005
PASSPORT	Australia	1014646	8/6/2004	1014646	31 March, 2005
SOLO	Australia	1014645	8/6/2004	1014645	31 March, 2005
ESCORT MOBILETV	Brazil	840094477	4/17/2012		
DRIVE SMARTER	Canada	1454008	10/2/2009		
SMARTOFFICE	Canada	1566476	2/29/2012		
ESCORT LIVE	Canada	1567790	3/8/2012		
ESCORT ELECTRONICS	Canada	1567789	3/8/2012		
QUICKSTART	Canada	1566043	2/27/2012		
SMARTCORD	Canada	1627491	5/21/2013		
SMARTCORD	Canada	1592047	8/29/2012		
SMARTSITE	Canada	1594868	9/19/2012		
FUZZBUSTER	Canada	1420668	12/4/2008		
FUZZ BUSTER	Canada	1133977	3/12/2002	TMA612156	4 June 2004
PASSPORT	Canada	1469092	2/10/2010		
ESCORT	Canada	1469271	2/11/2010		
SUPERCUP	Canada	1478648	4/27/2010	TMA794058	28 March, 2011
PASSPORT IQ	Canada	1478649	4/27/2010	TMA847338	02 April, 2013
DS	Canada	1506820	12/7/2010	TMA842654	07 February, 2013
AUTOUNLEARN	Canada	1423627	1/6/2009	TMA757945	26 January, 2010
AUTOLEARN	Canada	1423628	1/6/2009	TMA803857	08 August, 2011

Mark Name	Country	Application Number	Application Date	Registration Number	Registration Date
AUTOVOLUME	Canada	1327636	12/1/2006	TMA754956	10 December, 2009
SPEEDALERT	Canada	1,327,638	12/1/2006	TMA755165	11 December, 2009
TRUELOCK	Canada	1,327,637	12/1/2006	TMA755137	11 December, 2009
SPEED OF LIGHT PROTECTION	Canada	1,362,461	9/5/2007	TMA778,676	01 October, 2010
ESCORT	Canada	529708	10/10/1984	TMA304960	19 July, 1985
PASSPORT	Canada	529709	10/10/1984	TMA314419	23 May, 1986
DEFENDER	Canada	1455272	10/14/2009	TMA830893	29 August, 2012
ESCORT MOBILETV	Chile	1003525	4/18/2012		
ESCORT	China	7665474	9/2/2009		
SOLO	China	7665413	9/2/2009	7665413	21 June, 2012
PASSPORT	China	7665475	9/2/2009	7665475	14 April, 2011
SOLO	Czech Republic	461544	8/14/2008	308350	21 October, 2009
ESCORT LIVE	European Union (International)	A0028817	3/14/2012	1113757	
ESCORT MOBILETV	European Union (International)	A0029304	4/13/2012	1120791	
ESCORT	European Union	1951151	11/13/2000	1951151	21 December, 2001
PASSPORT	European Union	2010981	12/20/2000	2010981	26 July, 2002
ESCORT	Great Britain	1228315	10/16/1984	1228315	30 August 1988
PASSPORT	Great Britain	1228316	10/16/1984	1228316	10 September 1984
PASSPORT	Hong Kong	301987552	7/28/2011		
ESCORT	Hong Kong	301987543	7/28/2011		
SOLO	Hong Kong	301987561	7/28/2011	301987561	29 May, 2012

Mark Name	Country	Application Number	Application Date	Registration Number	Registration Date
ESCORT MOBILETV	International Registration	A0029304	4/13/2012	1120791	13 April, 2012
ESCORT LIVE	International Registration	A0028817	3/14/2012	1113757	14 March, 2012
SOLO	India	2190167	8/12/2011		
PASSPORT	India	2190168	8/12/2011		
ESCORT	India	2190166	8/12/2011		
ESCORT MOBILETV	India	2317063	4/18/2012		
ESCORT	Japan	S59-118714	11/13/1984	2666343	31 May 1994
ESCORT LIVE	New Zealand	956220	3/26/2012	956220	27 September 2012
ESCORT	New Zealand	717090	8/18/2004	717090	12 May, 2005
SOLO	New Zealand	717087	8/18/2004	717087	24 February, 2005
PASSPORT	New Zealand	717086	8/18/2004	717086	24 February, 2005
ESCORT LIVE	Russia (International)	A0028817	3/14/2012	1113757	14 March, 2012
ESCORT	Russia	2008729466	9/12/2008	390478	02 October, 2009
PASSPORT	Spain	1118939	10/1/1985	1118939/8	05 May, 1986
ESCORT	Sweden	88-03130	4/11/1988	219302	09 November, 1990
ESCORT	Taiwan	084026732	1/4/1996	732049	16 October, 1996
SOLO	Taiwan	100038602	7/29/2011	1509086	16 March, 2012
PASSPORT	Taiwan	100038601	7/29/2011	1521147	01 June, 2012
LASER SHIFTER	United States	76/080,133	6/29/2000	2,760,435	02 September, 2003
ESCORT	United States	76/598,884	6/23/2004	2,996,737	20 September, 2005
SOLO	United States	76/606,236	8/10/2004	3,000,315	27 September, 2005
PASSPORT	United States	76/606,280	8/10/2004	3,014,652	15 November, 2005

Mark Name	Country	Application Number	Application Date	Registration Number	Registration Date
ESCORT	United States	76/606,235	8/10/2004	3,000,314	27 September, 2005
THE RADAR AND LASER EXPERTS	United States	76/623,368	12/6/2004	3,178,684	28 November, 2006
SMARTRADAR	United States	85/397,904	8/15/2011	4,247,605	20 November, 2012
QUICKSTART	United States	85/421,620	9/13/2011	4,321,697	16 April, 2013
SMARTCORD	United States	85/557,557	3/1/2012	4,273,621	08 January, 2013
SMARTSITE	United States	85/573,136	3/19/2012	4,217,905	02 October, 2012
DRIVE SMARTER	United States	77/836,987	9/29/2009	4,053,512	08 November, 2011
SPEED OF LIGHT PROTECTION	United States	77/976,161	9/4/2007	3,544,996	09 December, 2008
PASSPORT	United States	73/498,804	9/10/1984	1,352,568	06 August, 1985
ESCORT	United States	73/177,592	7/10/1978	1,127,831	18 December, 1979
SOLO	United States	73/752,160	9/16/1988	1,552,646	22 August, 1989
AUTO UNLEARN	United States	77/517,805	7/9/2008	3,755,536	02 March, 2010
AUTOLEARN	United States	77/517,695	7/9/2008	3,740,774	19 January, 2010
SPEEDALERT	United States	77/058,137	12/6/2006	3,587,661	10 March, 2009
SMARTMIRROR	United States	77/682,158	3/3/2009	3,707,184	03 November, 2009
ESCORT RADAR	United States	77/761,006	6/16/2009	3,749,028	16 February, 2010
DEFENDER	United States	77/814,015	8/27/2009	3,862,717	19 October, 2010
SMARTMUTE	United States	76/490,519	2/13/2003	2,944,495	26 April, 2005
ESCORT	United States	73/495,718	8/20/1984	1,338,929	04 June, 1985
CINCINNATI MICROWAVE	United States	78/781,057	12/27/2005	3,390,436	26 February, 2008
TRUELOCK	United States	77/046,920	11/17/2006	3,509,222	30 September, 2008
AUTOVOLUME	United States	77/058,100	12/6/2006	3,354,566	11 December,

Mark Name	Country	Application Number	Application Date	Registration Number	Registration Date
					2007
S3	United States	85/209,153	1/3/2011	3,997,904	19 July, 2011
DS	United States	85/072,833	6/28/2010	4,029,695	20 September, 2011
DS	United States	85/072,810	6/28/2010	3,928,265	08 March, 2011
ESCORT	United States	77/846,347	10/12/2009	4,388,370	08/20/2013
PASSPORT	United States	77/846,335	10/12/2009	4,388,369	08/20/2013
ESCORT LIVE	United States	85/452,812	10/21/2011	4,388,746	08/20/2013
ESCORT MOBILETV	United States	85/473,159	11/15/2011	4,339,502	05/21/2013
SUPERCUP	United States	77/969,586	3/26/2010	3,866,136	19 October, 2010
PASSPORT IQ	United States	77/969,596	3/26/2010	3,972,526	07 June, 2011