

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM345995

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ESCORT INC.		06/26/2015	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LBC CREDIT PARTNERS III, L.P., as Agent		
<b>Street Address:</b>	Cira Centre, 2929 Arch Street, Suite 1550		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19104		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 37</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
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	

OP \$940.00 2760435

Property Type	Number	Word Mark
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
Registration Number:	4611142	LASER SHIFTERPRO
Registration Number:	4611143	SHIFTERPRO

#### CORRESPONDENCE DATA

**Fax Number:** 3128637806

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 312-863-7198

**Email:** nancy.brougher@goldbergkohn.com

**Correspondent Name:** Nancy Brougher, Paralegal

**Address Line 1:** Goldberg Kohn Ltd.

**Address Line 2:** 55 East Monroe Street, Suite 3300

**Address Line 4:** CHICAGO, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	6030.076
<b>NAME OF SUBMITTER:</b>	Nancy Brougher
<b>SIGNATURE:</b>	/njb/
<b>DATE SIGNED:</b>	06/26/2015

#### Total Attachments: 10

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 26th day of June, 2015, by and between ESCORT INC. ("Grantor"), and LBC CREDIT PARTNERS III, L.P., a Delaware limited partnership, in its capacity as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

### **WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Grantor, Cobra Electronics Corporation, a Delaware corporation, the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lenders has agreed to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants and pledges to Agent, for the benefit of each member of the Lenders, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii)

right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Property.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor, Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security Interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

6. CONSTRUCTION. This Trademark Security Agreement is a Financing Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a

writing contained herein or in any other Financing Document shall be satisfied by the transmission of a record.

7. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

8. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE BOROUGH OF MANHATTAN, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT, ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 8.

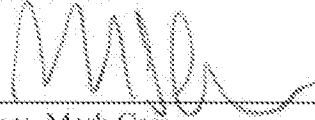
9. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

ESCORT INC.

By: 

Name: Mark Carl

Title: Chief Financial Officer and Secretary

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**LBC CREDIT PARTNERS III, L.P., as Agent**

By: 

Name: David Fraimow

Title: Vice President



**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

Registrations:

<b>Grantor</b>	<b>Mark</b>	<b>Country</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>
Escort Inc.	LASER SHIFTER	United States	76/080133 6/29/2000	2760435 9/2/2003
Escort Inc.	ESCORT	United States	76/598884 6/26/2004	2996737 9/20/2005
Escort Inc.	SOLO	United States	76/606236 8/10/2004	3000315 9/27/2005
Escort Inc.	PASSPORT	United States	76/606280 8/10/2004	3014652 11/15/2005
Escort Inc.	ESCORT	United States	76/606235 8/10/2004	3000314 9/27/2005
Escort Inc.	THE RADAR AND LASER EXPERTS	United States	76/623368 12/6/2004	3178684 11/28/2006
Escort Inc.	SMARTRADAR	United States	85/397904 8/15/2011	4247605 11/20/2012
Escort Inc.	QUICKSTART	United States	85/421620 9/13/2011	4321697 4/16/2013
Escort Inc.	SMARTCORD	United States	85/557557 3/1/2012	4273621 1/8/2013
Escort Inc.	SMARTSITE	United States	85/573136 3/19/2012	4217905 10/2/2012
Escort Inc.	DRIVE SMARTER	United States	77/836987 9/29/2009	4053512 11/8/2011
Escort Inc.	SPEED OF LIGHT PROTECTION	United States	77/976161 9/4/2007	3544996 12/9/2008
Escort Inc.	PASSPORT	United States	73/498804 9/10/1984	1352568 8/6/1985
Escort Inc.	ESCORT	United States	73/177592 7/10/1978	1127831 12/18/1979
Escort Inc.	SOLO	United States	73/752,160 9/16/1988	1552646 8/22/1989
Escort Inc.	AUTO UNLEARN	United States	77/517805 7/9/2008	3755536 3/2/2010
Escort Inc.	AUTOLEARN	United States	77/517695 7/9/2008	3740774 1/19/2010

Grantor	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
Escort Inc.	SPEEDALERT	United States	77/058137 12/6/2006	3587661 3/10/2009
Escort Inc.	SMARTMIRROR	United States	77/682158 3/3/2009	3707184 11/3/2009
Escort Inc.	ESCORT RADAR	United States	77/761006 6/16/2009	3749028 2/16/2010
Escort Inc.	DEFENDER	United States	77/814015 8/27/2009	3862717 10/19/2010
Escort Inc.	SMARTMUTE	United States	76/490519 2/13/2003	2944495 4/26/2005
Escort Inc.	ESCORT	United States	73/495718 8/20/1984	1338929 6/4/1985
Escort Inc.	CINCINNATI MICROWAVE	United States	78/781057 12/27/2005	3390436 2/26/2008
Escort Inc.	TRUELOCK	United States	77/046920 11/17/2006	3509222 9/30/2008
Escort Inc.	AUTOVOLUME	United States	77/058100 12/6/2006	3354566 12/11/2007
Escort Inc.	S3	United States	85/209153 1/3/2011	3997904 7/19/2011
Escort Inc.	DS	United States	85/072833 6/28/2010	4029695 9/20/2011
Escort Inc.	DS	United States	85/072810 6/28/2010	3928265 3/8/2011
Escort Inc.	ESCORT	United States	77/846347 10/12/2009	4388370 8/20/2013
Escort Inc.	PASSPORT	United States	77/846335 10/12/2009	4388369 8/20/2013
Escort Inc.	ESCORT LIVE	United States	85/452812 10/21/2011	4388746 8/20/2013
Escort Inc.	ESCORT MOBILETV	United States	85/473159 11/15/2011	4339502 5/21/2013
Escort Inc.	SUPERCUP	United States	77/969586 3/26/2010	3866136 10/19/2010
Escort Inc.	PASSPORT IQ	United States	77/969596 3/26/2010	3972526 6/7/2011
Escort Inc.	LASER SHIFTERPRO	United States	86/052732 8/30/2013	4611142 9/23/2014
Escort Inc.	SHIFTERPRO	United States	86/052741 8/30/2013	4611143 9/23/2014
Escort Inc.	ESCORT LIVE	Australia (International)	A0028817 3/14/2012	1113757 3/14/2012

Grantor	Mark	Country	Serial No/ Filing Date	Reg. No/ Reg. Date
Escort Inc.	ESCORT	Australia	1015311 8/10/2004	1015311 3/31/2005
Escort Inc.	PASSPORT	Australia	1014646 8/6/2004	1014646 3/31/2005
Escort Inc.	SOLO	Australia	1014645 8/6/2004	1014645 3/31/2005
Escort Inc.	DRIVE SMARTER	Canada	1454008 10/2/2009	TMA868630 1/9/2014
Escort Inc.	ESCORT	Canada	1469271 2/11/2010	TMA870697 2/5/2014
Escort Inc.	ESCORT LIVE	Canada	1567790 3/8/2012	TMA900433 4/7/2015
Escort Inc.	FUZZ BUSTER	Canada	1133977 3/12/2002	TMA612156 6/4/2004
Escort Inc.	SUPERCUP	Canada	1478648 4/27/2010	TMA794058 3/28/2011
Escort Inc.	PASSPORT IQ	Canada	1478649 4/27/2010	TMA847338 4/2/2013
Escort Inc.	DS	Canada	1506820 12/7/2010	TMA842654 2/7/2013
Escort Inc.	AUTOUNLEARN	Canada	1423627 1/6/2009	TMA757945 1/26/2010
Escort Inc.	AUTOLEARN	Canada	1423628 1/6/2009	TMA803857 8/8/2011
Escort Inc.	AUTOVOLUME	Canada	1327636 12/1/2006	TMA754956 12/10/2009
Escort Inc.	SPEEDALERT	Canada	1327638 12/1/2006	TMA755165 12/11/2009
Escort Inc.	TRUELOCK	Canada	1327637 12/1/2006	TMA755137 12/11/2009
Escort Inc.	SPEED OF LIGHT PROTECTION	Canada	1362461 9/5/2007	TMA778676 10/1/2010
Escort Inc.	ESCORT	Canada	529708 10/10/1984	TMA304960 7/19/1985
Escort Inc.	PASSPORT	Canada	529709 10/10/1984	TMA314419 5/23/1986
Escort Inc.	DEFENDER	Canada	1455272 10/14/2009	TMA830893 8/29/2012
Escort Inc.	SOLO	China	7665413 9/2/2009	7665413 6/21/2012
Escort Inc.	PASSPORT	China	7665475 9/2/2009	7665475 4/14/2011

Grantor	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
Escort Inc.	ESCORT LIVE	European Union (International)	A0028817 3/14/2012	113757 3/14/2012
Escort Inc.	ESCORT MOBILETV	European Union (International)	A0029304 4/13/2012	1120791 4/13/2012
Escort Inc.	ESCORT	European Union	1951151 11/13/2000	1951151 12/21/2001
Escort Inc.	PASSPORT	European Union	2010981 12/20/2000	2010981 7/26/2002
Escort Inc.	ESCORT	Great Britain	1228315 10/16/1984	1228315 8/30/1988
Escort Inc.	PASSPORT	Great Britain	1228316 10/16/1984	1228316 9/10/1984
Escort Inc.	ESCORT	Hong Kong	301987543 7/28/2011	301987543 11/8/2013
Escort Inc.	PASSPORT	Hong Kong	301987552 7/28/2011	301987552 10/15/2013
Escort Inc.	SOLO	Hong Kong	301987561 7/28/2011	301987561 5/29/2012
Escort Inc.	ESCORT LIVE	International Registration	A0028817 3/14/2012	1113757 3/14/2012
Escort Inc.	ESCORT LIVE	New Zealand	956220 3/26/2012	956220 9/27/2012
Escort Inc.	ESCORT	New Zealand	717090 8/18/2004	717090 5/12/2005
Escort Inc.	SOLO	New Zealand	717087 8/18/2004	717087 2/24/2005
Escort Inc.	PASSPORT	New Zealand	717086 8/18/2004	717086 2/24/2005
Escort Inc.	ESCORT	Russian Federation	2008729466 9/12/2008	390478 10/2/2009
Escort Inc.	ESCORT LIVE	Russian Federation (International)	A0028817 3/14/2012	1113757 3/14/2012
Escort Inc.	PASSPORT	Spain	1118939 10/1/1985	1118939/8 5/5/1986
Escort Inc.	ESCORT	Sweden	88-03130 4/11/1988	219302 11/9/1990
Escort Inc.	ESCORT	Taiwan	084026732 1/4/1996	732049 10/16/1996
Escort Inc.	SOLO	Taiwan	100038602 7/29/2011	1509086 3/16/2012
Escort Inc.	PASSPORT	Taiwan	100038601 7/29/2011	1521147 6/1/2012

Applications:

Grantor	Mark	Country	Serial No./ Filing Date
Escort Inc.	ESCORT MOBILETV	Argentina	3.163.752 5/11/2012
Escort Inc.	ESCORT MOBILETV	Brazil	840094477 4/17/2012
Escort Inc.	SMARTCORD	Canada	1627491 5/21/2013
Escort Inc.	ESCORT	China	7665474 9/2/2009
Escort Inc.	ESCORT	China	13994266 1/28/2014
Escort Inc.	SOLO	India	2190167 8/12/2011
Escort Inc.	PASSPORT	India	2190168 8/12/2011
Escort Inc.	ESCORT	India	2190166 8/12/2011
Escort Inc.	ESCORT MOBILETV	India	2317063 4/18/2012