

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM346220

<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>
Beltronics USA Inc.		06/26/2015	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CapitalSouth Partners SBIC Fund III, L.P., as agent		
<b>Street Address:</b>	4201 Congress Street, Suite 360		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28209		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2751133	AUTOSCAN	
<b>Registration Number:</b>	3072536	BELTRONICS	
<b>Registration Number:</b>	4388368	BELTRONICS	
<b>Registration Number:</b>	3406931	PERFORMANCE RULES	
<b>Registration Number:</b>	1874533	SWINGMATE	
<b>Registration Number:</b>	1493929	VECTOR	
<b>Registration Number:</b>	1983085	VG-2 GUARD	
<b>Registration Number:</b>	1706363	SHADOW TECHNOLOGY	
<b>Registration Number:</b>	1765584	BEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122585600		
<i>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.</i>			
<b>Phone:</b>	312-258-5724		
<b>Email:</b>	cbollinger@schiffhardin.com		
<b>Correspondent Name:</b>	Chris L. Bollinger		
<b>Address Line 1:</b>	P.O. Box 06079		
<b>Address Line 2:</b>	Schiff Hardin LLp		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-0079		
<b>ATTORNEY DOCKET NUMBER:</b>	46495-0005		

CH \$240.00 2751133

<b>NAME OF SUBMITTER:</b>	Chris L. Bollinger
<b>SIGNATURE:</b>	/Chris L. Bollinger/
<b>DATE SIGNED:</b>	06/29/2015
<b>Total Attachments: 9</b> source=6-29 - Security Agreement2#page1.tif source=6-29 - Security Agreement2#page2.tif source=6-29 - Security Agreement2#page3.tif source=6-29 - Security Agreement2#page4.tif source=6-29 - Security Agreement2#page5.tif source=6-29 - Security Agreement2#page6.tif source=6-29 - Security Agreement2#page7.tif source=6-29 - Security Agreement2#page8.tif source=6-29 - Security Agreement2#page9.tif	

THIS TRADEMARK SECURITY AGREEMENT AND THE INDEBTEDNESS EVIDENCED HEREBY AND ANY LIENS OR SECURITY INTERESTS SECURING THE SAME ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF JUNE 26, 2015 AMONG CAPITALSOUTH PARTNERS FUND II LIMITED PARTNERSHIP, A NORTH CAROLINA LIMITED PARTNERSHIP, AND CAPITALSOUTH PARTNERS SBIC FUND III, L.P., A DELAWARE LIMITED PARTNERSHIP, COBRA ELECTRONICS CORP., A DELAWARE CORPORATION, ESCORT INC., AN ILLINOIS CORPORATION, CHAPERONE HOLDINGS, INC., A DELAWARE CORPORATION, CEDAR ELECTRONICS HOLDINGS CORP., A DELAWARE CORPORATION, RADAR DETECTION HOLDINGS CORP., A DELAWARE CORPORATION, BELTRONICS USA INC., AN ILLINOIS CORPORATION, ESCORT MANUFACTURING CORPORATION, A NOVA SCOTIA UNLIMITED COMPANY (COLLECTIVELY, THE "COMPANIES") AND LBC CREDIT PARTNERS III, L.P. ("AGENT"), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE COMPANIES PURSUANT TO THE SENIOR DEBT DOCUMENTS (AS DEFINED IN THE SUBORDINATION AGREEMENT), AND TO ANY LIENS OR SECURITY INTERESTS SECURING SUCH INDEBTEDNESS, AS SUCH SENIOR DEBT DOCUMENTS HAVE BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THE SENIOR DEBT DOCUMENTS AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT (AND ANY LIENS OR SECURITY INTERESTS SECURING THE SAME); AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

#### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 26<sup>th</sup> day of June, 2015, by and between BELTRONICS USA INC., and Illinois corporation ("Grantor"), and CAPITALSOUTH PARTNERS SBIC FUND III, L.P., a Delaware limited partnership, in its capacity as Agent for the Purchasers under the Note Purchase Agreement described below (in such capacity, together with its successors and assigns, "Agent").

#### WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Note Purchase Agreement") by and among Escort Inc., an Illinois corporation, Cobra Electronics Corporation, a Delaware corporation, the purchasers party thereto as "Purchasers" (such Purchasers, together with their respective successors and assigns in such capacity, each, individually, a "Purchaser" and, collectively, the "Purchasers"), and Agent, the Purchasers have agreed to make certain financial accommodations available to Issuers pursuant to the terms and conditions thereof; and

WHEREAS, the Purchasers are willing to make the financial accommodations to Issuers as provided for in the Note Purchase Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for the benefit of the Purchasers, 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 Purchasers, 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 Note Purchase 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 Purchasers, 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 Purchasers, 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 Purchasers, 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 Note 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 Note 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.

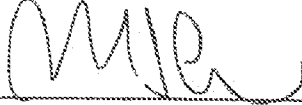
9. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY 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:

BELTRONICS USA INC.

By: 

Name: Mark Carr


Title: Chief Financial Officer and Secretary

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

CAPITALSOUTH PARTNERS SBIC FUND III,  
L.P., as Agent

By: CAPITALSOUTH PARTNERS F-III, LLC,  
its general partner

By:   
~~Joseph B. Alata III~~ *M. Hunt Bayh. 9/*  
~~President and Chief Executive Officer~~  
*Partner*



**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>
Beltronics USA Inc.	AUTOSCAN	U.S.	76/341057 11/21/2001	2751133 8/12/2003
Beltronics USA Inc.	BELTRONICS	U.S.	76/610758 9/10/2004	3072536 3/28/2006
Beltronics USA Inc.	BELTRONICS (STANDARD CHARACTERS)	U.S.	77/846331 10/12/2009	4388368 8/20/2013
Beltronics USA Inc.	PERFORMANCE RULES	U.S.	78/776093 12/19/2005	3406931 4/1/2008
Beltronics USA Inc.	SWINGMATE	U.S.	74/291476 7/6/1992	1874533 1/17/1995
Beltronics USA Inc.	VECTOR	U.S.	73/562563 10/11/1985	1493929 6/28/1988
Beltronics USA Inc.	VG-2 GUARD	U.S.	74/607674 12/6/1994	1983085 6/25/1996
Beltronics USA Inc.	SHADOW TECHNOLOGY <sup>1</sup>	U.S.	74147192 3/11/1991	1706363 8/11/92
Beltronics USA Inc.	BEL <sup>2</sup>	U.S.	73424846 3/6/1983	1765584 4/20/93
Beltronics USA Inc.	BEL-TRONICS	Australia	1036377 12/30/2004	1036377 5/9/2005
Beltronics USA	BEL	Australia	1036378 12/30/2004	1036378 5/9/2005
Beltronics USA	BEL LOGO	Australia	547807 12/19/1990	547807 4/16/1993
Beltronics USA	BELTRONICS	Australia	547808 12/19/1990	547808 9/8/1993
Beltronics USA	BEL	Australia	505146 2/20/1989	505146 7/18/1991
Beltronics USA Inc.	BEL LOGO	Benelux	676591 8/6/1985	413474 6/10/1986

<sup>1</sup> Intention to be abandoned

<sup>2</sup> Intention to be abandoned

Grantor	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
Beltronics USA Inc.	BEL TRONICS	Benelux	1182944 6/10/2009	864557 9/10/2009
Beltronics USA Inc.	BELTRONICS	Benelux	676592 8/6/1985	413475 6/10/1986
Beltronics USA Inc.	BEL	Benelux	1182945 6/10/2009	0864558 9/10/2009
Beltronics USA Inc.	BELTRONICS (STANDARD CHARACTERS)	Canada	1469093 2/10/2010	TMA870690 2/5/2014
Beltronics USA Inc.	PERFORMANCE RULES	Canada	1305871 6/19/2006	TMA750046 10/14/2009
Beltronics USA Inc.	ADVANCED PROTECTION SYSTEM	Canada	0894493 10/23/1998	TMA543218 3/30/2001
Beltronics USA Inc.	BEL-TRONICS LIMITED	Canada	0769568 11/25/1994	TMA487402 12/23/1997
Beltronics USA Inc.	VG-2 GUARD	Canada	0770648 12/9/1994	TMA456010 3/22/1996
Beltronics USA Inc.	SHADOW TECHNOLOGY	Canada	0677577 3/7/1991	TMA396415 3/27/1992
Beltronics USA Inc.	BEL DESIGN	Canada	0544167 6/19/1985	TMA323398 2/6/1987
Beltronics USA Inc.	RSV-RADAR SIGNAL VERIFICATION	Canada	0645659 11/27/1989	TMA378963 1/25/1991
Beltronics USA Inc.	FMT- FUNDAMENTAL MIXER TECHNOLOGY	Canada	0645653 11/27/1989	TMA378962 1/25/1991
Beltronics USA Inc.	THE INTELLIGENT CHOICE	Canada	0597403 12/17/1987	TMA352043 2/24/1989
Beltronics USA Inc.	QUANTUM	Canada	0560821 4/15/1986	TMA326678 4/24/1987
Beltronics USA Inc.	MICRO EYE EXPRESS	Canada	0550580 10/10/1985	TMA326647 4/24/1987
Beltronics USA Inc.	VECTOR	Canada	0546793 7/25/1985	TMA325778 4/10/1987
Beltronics USA Inc.	QUICKDIAL	Canada	0775332 2/13/1995	TMA459999 7/5/1996
Cobra Electronics Corporation	CLEAR CALL	Canada	1099960 4/17/2001	TMA609724 5/7/2004
Beltronics USA Inc.	BELTRONICS	China	6703836 5/6/2008	6703836 9/28/2010

Grantor	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
Beltronics USA Inc.	VECTOR	China	6703833 5/6/2008	6403833 6/7/2010
Beltronics USA Inc.	PERFORMANCE RULES	China	6703834 5/6/2008	6703834 6/7/2010
Beltronics USA Inc.	BELTRONICS	Czech Republic	461545 8/14/2008	304126 3/3/2009
Beltronics USA Inc.	VECTOR	Czech Republic	461546 8/14/2008	313240 7/21/2010
Beltronics USA Inc.	VECTOR EUROPA	European Union	1058288 1/29/1999	1058288 4/10/2000
Beltronics USA Inc.	BELTRONICS VECTOR	Hong Kong	301463463 11/2/2009	301463463 3/12/2010
Beltronics USA Inc.	BELTRONICS	Hong Kong	301067157 3/7/2008	301067157 9/9/2008
Beltronics USA Inc.	BEL	Hong Kong	301067166 3/7/2008	301067166 3/7/2008
Beltronics USA Inc.	PERFORMANCE RULES	Hong Kong	301067184 3/7/2008	301067184 9/17/2008
Beltronics USA Inc.	BELTRONICS	New Zealand	723749 1/11/2005	723749 7/14/2005
Beltronics USA Inc.	BEL & Device	New Zealand	723750 1/11/2005	723750 7/14/2005
Beltronics USA Inc.	BEL	New Zealand	723352 12/23/2004	723352 6/23/2005
Beltronics USA Inc.	BELTRONICS	New Zealand	723353 12/23/2004	723353 6/23/2005
Beltronics USA Inc.	BELTRONICS	Russian Federation	2008729467 9/12/2008	396280 12/14/2009
Beltronics USA Inc.	BELTRONICS	Taiwan	100038604 7/29/2011	1528699 7/16/2012

Applications:

Grantor	Mark	Country	Serial No./ Filing Date
Beltronics USA Inc.	BEL	China	6703835 5/6/2008
Beltronics USA Inc.	BELTRONICS	India	2190165 8/12/2011
Beltronics USA Inc.	VECTOR	India	2190164 8/12/2011