

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM468108

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESCORT INC.		04/02/2018	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	1 South Broad Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19107		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 40			
Property Type	Number	Word Mark	
Registration Number:	3755536	AUTO UNLEARN	
Registration Number:	3740774	AUTOLEARN	
Registration Number:	3390436	CINCINNATI MICROWAVE	
Registration Number:	3862717	DEFENDER	
Registration Number:	4053512	DRIVE SMARTER	
Registration Number:	4029695	DS	
Registration Number:	2996737	ESCORT	
Registration Number:	3000314	ESCORT	
Registration Number:	1338929	ESCORT	
Registration Number:	1127831	ESCORT	
Registration Number:	4388370	ESCORT	
Registration Number:	4388746	ESCORT LIVE	
Registration Number:	5199532	ESCORT MAX 360	
Registration Number:	5336737	ESCORT MAX CI	
Registration Number:	5336738	ESCORT MAX CI 360	
Registration Number:	4339502	ESCORT MOBILETV	
Registration Number:	3749028	ESCORT RADAR	
Registration Number:	5210822	EZ MAG MOUNT	
Registration Number:	2760435	LASER SHIFTER	

CH \$1015.00 3755536

Property Type	Number	Word Mark
Registration Number:	5376355	LASER SHIFTERMAX
Registration Number:	4611142	LASER SHIFTERPRO
Registration Number:	4915339	MAX 360
Registration Number:	3014652	PASSPORT
Registration Number:	1352568	PASSPORT
Registration Number:	4388369	PASSPORT
Registration Number:	5240077	PASSPORT MAX
Registration Number:	4321697	QUICKSTART
Registration Number:	3997904	S3
Registration Number:	4611143	SHIFTERPRO
Registration Number:	4273621	SMARTCORD
Registration Number:	2944495	SMARTMUTE
Registration Number:	4247605	SMARTRADAR
Registration Number:	4217905	SMARTSITE
Registration Number:	3000315	SOLO
Registration Number:	1552646	SOLO
Registration Number:	3544996	SPEED OF LIGHT PROTECTION
Registration Number:	3587661	SPEEDALERT
Registration Number:	3509222	TRUELOCK
Serial Number:	87608741	ESCORT MAX 360C
Serial Number:	87608699	MAX 360

CORRESPONDENCE DATA

Fax Number:

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.

Email: kansley@stradley.com

Correspondent Name: Kareem Ansley

Address Line 1: Stradley Ronon

Address Line 2: 100 Park Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	185535-0067
NAME OF SUBMITTER:	Kareem Ansley
SIGNATURE:	/Kareem Ansley/
DATE SIGNED:	04/02/2018

Total Attachments: 13
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 2nd day of April, 2018, by and between ESCORT INC., an Illinois Corporation (“Grantor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent (in such capacity, together with its successors and assigns in such capacity, “Agent”) for the Lenders, the Bank Product Providers and the Hedge Providers.

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, Beltronics USA Inc., an Illinois 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 have agreed to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders, the Bank Product Providers and the Hedge Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Financing Documents, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for itself and for the benefit of the other Secured Parties, 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 itself and for the benefit of the other Secured Parties, 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 itself and for the benefit of the other Secured Parties, to secure the 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 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 Obligations and would be owed by Grantor, Agent, the other Secured Parties, 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 itself and for the benefit of the other Secured Parties, 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 PAGES FOLLOW]

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: Christopher Cowger
Title: Chief Executive Officer

Accepted and acknowledged by:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: 

Name: Elizabeth H. Mopais

Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Registrations:

Owner	Mark	Jurisdiction	Ser. No.	Date Filed	Reg. No.	Date Reg.
Escort Inc.	AUTO UNLEARN	US	77/517805	9-Jul-2008	3,755,536	2-Mar-2010
Escort Inc.	AUTOLEARN	US	77/517695	9-Jul-2008	3,740,774	19-Jan-2010
Escort Inc.	CINCINNATI MICROWAVE	US	78/781057	27-Dec-2005	3,390,436	26-Feb-2008
Escort Inc.	DEFENDER	US	77/814015	27-Aug-2009	3,862,717	19-Oct-2010
Escort Inc.	DRIVE SMARTER	US	77/836987	29-Sep-2009	4,053,512	8-Nov-2011
Escort Inc.	DS ¹	US	85/072833	28-Jun-2010	4,029,695	20-Sep-2011
Escort Inc.	ESCORT	US	76/598884	23-Jun-2004	2,996,737	20-Sep-2005
Escort Inc.	ESCORT	US	76/606235	10-Aug-2004	3,000,314	27-Sep-2005
Escort Inc.	ESCORT	US	73/495718	20-Aug-1984	1,338,929	4-Jun-1985
Escort Inc.	ESCORT	US	73/177592	10-Jul-1978	1,127,831	18-Dec-1979
Escort Inc.	ESCORT	US	77/846347	12-Oct-	4,388,370	20-Aug-

¹ Registration lapsed on March 20, 2018.

				2009		2013
Escort Inc.	ESCORT LIVE	US	85/452812	21-Oct-2011	4,388,746	20-Aug-2013
Escort Inc.	ESCORT MAX 360	US	87/191542	3-Oct-2016	5,199,532	9-May-2017
Escort Inc.	ESCORT MAX CI	US	87/191577	3-Oct-2016	5,336,737	14-Nov-2017
Escort Inc.	ESCORT MAX CI 360	US	87/191583	3-Oct-2016	5,336,738	14-Nov-2017
Escort Inc.	ESCORT MOBILETV	US	85/473159	15-Nov-2011	4,339,502	21-May-2013
Escort Inc.	ESCORT RADAR	US	77/761006	16-Jun-2009	3,749,028	16-Feb-2010
Escort Inc.	EZ MAG MOUNT	US	87/046916	23-May-2016	5,210,822	23-May-2017
Escort Inc.	LASER SHIFTER	US	76/080133	29-Jun-2000	2,760,435	2-Sep-2003
Escort Inc.	LASER SHIFTERMAX	US	87/191605	3-Oct-2016	5,376,355	9-Jan-2018
Escort Inc.	LASER SHIFTERPRO	US	86/052732	30-Aug-2013	4,611,142	23-Sep-2014
Escort Inc.	MAX 360	US	86/653245	5-Jun-2015	4,915,339	8-Mar-2016
Escort Inc.	PASSPORT	US	76/606280	10-Aug-2004	3,014,652	15-Nov-2005
Escort Inc.	PASSPORT	US	73/498804	10-Sep-1984	1,352,568	6-Aug-1985
Escort Inc.	PASSPORT	US	77/846335	12-Oct-2009	4,388,369	20-Aug-2013

Escort Inc.	PASSPORT MAX	US	87/191566	3- Oct- 2016	5,240,077	11- Jul- 2017
Escort Inc.	QUICKSTART	US	85/421620	13- Sep- 2011	4,321,697	16- Apr- 2013
Escort Inc.	S3	US	85/209153	3- Jan- 2011	3,997,904	19- Jul- 2011
Escort Inc.	SHIFTERPRO	US	86/052741	30- Aug- 2013	4,611,143	23- Sep- 2014
Escort Inc.	SMARTCORD	US	85/557557	1- Mar- 2012	4,273,621	8- Jan- 2013
Escort Inc.	SMARTMUTE	US	76/490519	13- Feb- 2003	2,944,495	26- Apr- 2005
Escort Inc.	SMARTRADAR	US	85/397904	15- Aug- 2011	4,247,605	20- Nov- 2012
Escort Inc.	SMARTSITE	US	85/573136	19- Mar- 2012	4,217,905	2- Oct- 2012
Escort Inc.	SOLO	US	76/606236	10- Aug- 2004	3,000,315	27- Sep- 2005
Escort Inc.	SOLO	US	73/752160	16- Sep- 1988	1,552,646	22- Aug- 1989
Escort Inc.	SPEED OF LIGHT PROTECTION	US	77/976161	4- Sep- 2007	3,544,996	9- Dec- 2008
Escort Inc.	SPEEDALERT	US	77/058137	6- Dec- 2006	3,587,661	10- Mar- 2009
Escort Inc.	TRUELOCK	US	77/046920	17- Nov- 2006	3,509,222	30- Sep- 2008
Escort Inc.	AUTOLEARN	Canada	1423628	6- Jan- 2009	TMA803857	8- Aug- 2011
Escort Inc.	AUTOUNLEARN	Canada	1423627	6- Jan-	TMA757945	26- Jan-


				2009		2010
Escort Inc.	AUTOVOLUME	Canada	1327636	1-Dec-2006	TMA754956	10-Dec-2009
Escort Inc.	DEFENDER	Canada	1455272	14-Oct-2009	TMA830893	29-Aug-2012
Escort Inc.	DRIVE SMARTER	Canada	1454008	2-Oct-2009	TMA868630	9-Jan-2014
Escort Inc.	DS	Canada	1506820	7-Dec-2010	TMA842654	7-Feb-2013
Escort Inc.	ESCORT	Australia	1015311	10-Aug-2004	1,015,311	31-Mar-2005
Escort Inc.	ESCORT	Canada	1469271	11-Feb-2010	TMA870697	5-Feb-2014
Escort Inc.	ESCORT	Canada	529708	10-Oct-1984	TMA304960	19-Jul-1985
Escort Inc.	ESCORT	China	7665474	2-Sep-2009	7665474	7-Jul-2017
Escort Inc.	ESCORT	China	13994266	28-Jan-2014	13,994,266	28-Sep-2015
Escort Inc.	ESCORT	European Community	1951151	13-Nov-2000	1,951,151	21-Dec-2001
Escort Inc.	ESCORT	Hong Kong	301987543	28-Jul-2011	301,987,543	8-Nov-2013
Escort Inc.	ESCORT	New Zealand	717090	18-Aug-2004	717,090	12-May-2005
Escort Inc.	ESCORT	Russia	2008729466	12-Sep-2008	390,478	2-Oct-2009
Escort Inc.	ESCORT	Sweden	8803130	11-Apr-1988	219,302	9-Nov-1990

Escort Inc.	ESCORT	Taiwan	85000389	4-Jan-1996	732,049	16-Oct-1996
Escort Inc.	ESCORT	United Kingdom	1228315	16-Oct-1984	1,228,315	16-Oct-1984
Escort Inc.	ESCORT LIVE	Australia	1113757	14-Mar-2012	1,113,757	14-Mar-2012
Escort Inc.	ESCORT LIVE	Canada	1567790	8-Mar-2012	TMA900433	7-Apr-2015
Escort Inc.	ESCORT LIVE	European Community	1113757	14-Mar-2012	1,113,757	14-Mar-2012
Escort Inc.	ESCORT LIVE	WIPO	1113757	14-Mar-2012	1,113,757	14-Mar-2012
Escort Inc.	ESCORT LIVE	New Zealand	956220	26-Mar-2012	956,220	21-Oct-2011
Escort Inc.	ESCORT LIVE	Russia	1113757	14-Mar-2012	1,113,757	26-Feb-2013
Escort Inc.	ESCORT MOBILETV	Chile	1003525	18-Apr-2012	1,075,107	14-Feb-2014
Escort Inc.	ESCORT MOBILETV	European Community	1120791	13-Apr-2012	1,120,791	3-Jun-2014
Escort Inc.	ESCORT MOBILETV	WIPO	1120791	13-Apr-2012	1,120,791	13-Apr-2012
Escort, Inc.	Fuzz Buster	Canada	1133977	12-Mar-2002	TMA612156	04-Jun-2004
Escort Inc.	LASER SHIFTERPRO	Canada	1665247	25-Feb-2014	TMA964106	27-Feb-2017
Escort Inc.	MAX 360	Canada	1746304	16-Sep-2015	TMA964088	27-Feb-2017
Escort Inc.	PASSPORT	Australia	1014646	6-Aug-	1,014,646	31-Mar-

				2004		2005
Escort Inc.	PASSPORT	Canada	529709	10-Oct-1984	TMA314419	23-May-1986
Escort Inc.	PASSPORT	Canada	1469092	10-Feb-2010	TMA871802	20-Feb-2014
Escort Inc.	PASSPORT	China	7665475	2-Sep-2009	7,665,475	14-Apr-2011
Escort Inc.	PASSPORT	European Community	2010981	20-Dec-2000	2,010,981	26-Jul-2002
Escort Inc.	PASSPORT	Hong Kong	301987552	28-Jul-2011	301,987,552	15-Oct-2013
Escort Inc.	PASSPORT	New Zealand	717086	18-Aug-2004	717,086	24-Feb-2005
Escort Inc.	PASSPORT	Spain	1118939	1-Oct-1985	1,118,939	5-May-1986
Escort Inc.	PASSPORT	Taiwan	100038601	29-Jul-2011	1,521,147	1-Jun-2012
Escort Inc.	PASSPORT	United Kingdom	1228316	10-Sep-1984	1,228,316	31-Oct-1986
Escort Inc.	PASSPORT IQ	Canada	1478649	27-Apr-2010	TMA847338	2-Apr-2013
Escort Inc.	SHIFTERPRO	Canada	1665248	25-Feb-2014	TMA939768	3-Jun-2016
Escort Inc.	SOLO	Australia	1014645	6-Aug-2004	1,014,645	31-Mar-2005
Escort Inc.	SOLO	China	7665413	2-Sep-2009	7,665,413	21-Jun-2012
Escort Inc.	SOLO	Czechia	461544	14-Aug-2008	308,350	21-Oct-2009

Escort Inc.	SOLO	Hong Kong	301987561	28-Jul-2011	301,987,561	29-May-2012
Escort Inc.	SOLO	India	2190167	12-Aug-2011	2,190,167	1-Oct-2016
Escort Inc.	SOLO	New Zealand	717087	18-Aug-2004	717,087	24-Feb-2005
Escort Inc.	SOLO	Taiwan	1000383602	29-Jul-2011	1,509,086	16-Mar-2012
Escort Inc.	SPEED OF LIGHT PROTECTION	Canada	1362461	5-Sep-2007	TMA778676	1-Oct-2010
Escort Inc.	SPEEDALERT	Canada	1327638	1-Dec-2006	TMA755165	11-Dec-2009
Escort Inc.	SUPERCUP	Canada	1478648	27-Apr-2010	TMA794058	28-Mar-2011
Escort Inc.	TRUELOCK	Canada	1327637	1-Dec-2006	TMA755137	11-Dec-2009

Applications:

Owner	Mark	Jurisdiction	Ser. No.	Date Filed
Escort Inc.	ESCORT MAX 360C	US	87/608741	3-Oct-2016
Escort Inc.	 MAX 360 (& design)	US	87/608699	14-Sep-2017
Escort Inc.	ESCORT	Cuba	2016-0980	20-May-2016
Escort Inc.	ESCORT	India	2190166	12-Aug-2011
Escort Inc.	PASSPORT	Cuba	2016836	10-May-2016
Escort Inc.	PASSPORT	India	2190168	12-Aug-2011