

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM468114

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cobra Electronics Corp.		04/02/2018	Corporation: DELAWARE
Escort Inc.		04/02/2018	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	LBC Credit Partners III, L.P., as Agent		
Street Address:	Cira Centre, 2929 Arch St.		
Internal Address:	Suite 1550		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19104		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	87191605	LASER SHIFTERMAX	
Serial Number:	87608699	MAX 360	
Registration Number:	5336738	ESCORT MAX CI 360	
Registration Number:	5336737	ESCORT MAX CI	
Registration Number:	5240077	PASSPORT MAX	
Registration Number:	5210822	EZ MAG MOUNT	
Registration Number:	5199532	ESCORT MAX 360	
Registration Number:	4915339	MAX 360	
Serial Number:	86640363	INSTANT PROOF	
Registration Number:	5197128	ADVENTURE HD	
Registration Number:	5113038	PROVE IT!	
Registration Number:	5113037	WASPCAM	
Registration Number:	5026004	DRIVE HD	
Registration Number:	5021632	DRIVE HD	
Registration Number:	5017383	IRADAR	
Registration Number:	5017368	COBRA JUMPACK	
Registration Number:	4999769	AUTOCITY	

OP \$540.00 87191605

Property Type	Number	Word Mark
Registration Number:	4999768	QUIETDRIVE
Registration Number:	4999767	SPEEDMUTE
Registration Number:	4990590	LASERRELAY
Registration Number:	4985693	RECORD YOUR RIDE

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.

Phone: 3128637141
Email: kristen.lange@goldbergkohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 E. Monroe St., Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6030.076
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	04/02/2018

Total Attachments: 6

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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 COBRA ELECTRONICS CORP., a Delaware corporation ("Cobra"), ESCORT INC., an Illinois corporation ("Escort" and together with Cobra, the "Grantors"), 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 Second Amended and Restated Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Grantors, certain affiliates of Grantors from time to time party thereto, 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 Grantors 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, each 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, each 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. Each 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 Grantors' 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 any 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 any 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 any 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. Each 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 EACH 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.

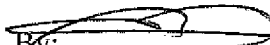
9. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH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

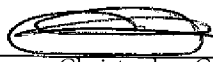
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

COBRA ELECTRONICS CORPORATION

By: 
Name: Christopher Cowger
Title: President and Chief Executive Officer

ESCORT INC.

By: 
Name: Christopher Cowger
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

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

By: LBC Credit Funding III, L.P., a Delaware
limited partnership, its general partner

By: LBC Credit Funding III GP, LLC, a Delaware
limited liability company, its general partner

By: 

Name: David E. Fraimow

Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	GRANTOR
LASER SHIFTERMAX	87191605	Pending – Application filed 02/28/17	NA	NA	Escort, Inc.
MAX 360	87608699	Pending – Application filed 09/14/17	NA	NA	Escort, Inc.
ESCORT MAX CI 360	87191583	Registered	5336738	11/14/17	Escort, Inc.
ESCORT MAX CI	87191577	Registered	5336737	11/14/17	Escort, Inc.
PASSPORT MAX	87191566	Registered	5240077	07/11/17	Escort, Inc.
EZ MAG MOUNT	87046916	Registered	5210822	05/23/17	Escort, Inc.
ESCORT MAX 360	87191542	Registered	5199532	05/09/17	Escort, Inc.
MAX 360	86653245	Registered	4915339	03/08/16	Escort, Inc.
INSTANT PROOF	86640363	Pending – Application filed 05/25/15	NA	NA	Cobra Electronics Corporation
ADVENTURE HD	87009702	Registered	5197128	05/02/17	Cobra Electronics Corporation
PROVE IT!	87009730	Registered	5113038	01/03/17	Cobra Electronics Corporation
WASPCAM	87009716	Registered	5113037	01/03/17	Cobra Electronics Corporation
DRIVE HD	86859315	Registered	5026004	08/23/16	Cobra Electronics Corporation
DRIVE HD	86859156	Registered	5021632	08/16/16	Cobra Electronics Corporation
IRADAR	86859122	Registered	5017383	08/09/16	Cobra Electronics Corporation
COBRA JUMPACK	86858917	Registered	5017368	08/09/16	Cobra Electronics Corporation
AUTOCITY	86646526	Registered	4999769	07/12/16	Cobra Electronics Corporation
QUIETDRIVE	86646518	Registered	4999768	07/12/16	Cobra Electronics Corporation
SPEEDMUTE	86646515	Registered	4999767	07/12/16	Cobra Electronics Corporation
LASERRELAY	86646529	Registered	4990590	06/28/16	Cobra Electronics Corporation
RECORD YOUR RIDE	86859274	Registered	4985693	06/21/16	Cobra Electronics Corporation