

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468094

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BELTRONICS USA 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: 6			
Property Type	Number	Word Mark	
Registration Number:	2751133	AUTOSCAN	
Registration Number:	1765584	BEL	
Registration Number:	3072536	BELTRONICS	
Registration Number:	4388368	BELTRONICS	
Registration Number:	3406931	PERFORMANCE RULES	
Registration Number:	1493929	VECTOR	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
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		

CH \$165.00 2751133

Total Attachments: 10

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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 BELTRONICS USA 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, Escort Inc., an Illinois corporation, 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 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 Trademark Security 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 TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY

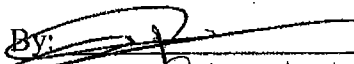
CLAIMS. AGENT AND GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE 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:

BELTRONICS USA INC.

By: 
Name: Christopher Cowger
Title: Chief Executive Officer

Accepted and acknowledged by:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: 


Name: Elizabeth A. Morris


Title: Authorized Signatory


SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Registrations:

Owner	Mark	Jurisdiction	Ser. No.	Date Filed	Reg. No.	Date Reg.
Beltronics USA, Inc.	AUTOSCAN	US	76/341057	21-Nov-2001	2751133	12-Aug-2003
Beltronics USA, Inc.	 BEL (& design)	US	73/424846	6-May-1983	1765584	20-Apr-1993
Beltronics USA, Inc.	BELTRONICS	US	76/610758	10-Sep-2004	3072536	28-Mar-2006
Beltronics USA, Inc.	BELTRONICS	US	77/846331	12-Oct-2009	4388368	20-Aug-2013
Beltronics USA, Inc.	PERFORMANCE RULES	US	78/776093	19-Dec-2005	3406931	1-Apr-2008
Beltronics USA, Inc.	VECTOR	US	73/562563	11-Oct-1985	1493929	28-Jun-1988
Beltronics USA, Inc.	BEL	Australia	505146	20-Feb-1989	505146	18-Jul-1991
Beltronics USA, Inc.	BELTRONICS	Australia	1708147	17-Jul-2015	1708147	18-Feb-2016
Beltronics USA, Inc.	BEL-TRONICS	Australia	547808	19-Dec-1990	547808	8-Sep-1993
Beltronics USA, Inc.	BEL	Benelux	1182945	10-Jun-2009	0864558	10-Sep-2009

Beltronics USA, Inc.	BEL (& design) 	Benelux	676591	6-Aug-1985	413474	10-Jun-1986
Beltronics USA, Inc.	BEL TRONICS	Benelux	1182944	10-Jun-2009	0864557	10-Sep-2009
Beltronics USA, Inc.	BELTRONICS	Benelux	676592	6-Aug-1985	413475	10-Jun-1986
Beltronics USA, Inc.	BELTRONICS	Canada	1469093	10-Feb-2010	TMA870690	5-Feb-2014
Beltronics USA, Inc.	BEL-TRONICS LIMITED	Canada	0769568	25-Nov-1994	TMA487402	23-Dec-1997
Beltronics USA, Inc.	FMT - FUNDAMENTAL MIXER TECHNOLOGY	Canada	0645653	27-Nov-1989	TMA378962	25-Jan-1991
Beltronics USA, Inc.	PERFORMANCE RULES	Canada	1305871	19-Jun-2006	TMA750046	14-Oct-2009
Beltronics USA, Inc.	QUICKDIAL	Canada	0775332	13-Feb-1995	TMA459999	05-Jul-1996
Beltronics USA, Inc.	RSV - RADAR SIGNAL VERIFICATION	Canada	0645659	27-Nov-1989	TMA378963	25-Jan-1991
Beltronics USA, Inc.	SHADOW TECHNOLOGY	Canada	0677557	7-Mar-1991	TMA396415	27-Mar-1992
Beltronics USA, Inc.	THE INTELLIGENT CHOICE	Canada	0597403	17-Dec-1987	TMA352043	24-Feb-1989
Beltronics USA, Inc.	VG-2 GUARD	Canada	0770648	9-Dec-1994	TMA456010	22-Mar-1996
Beltronics USA, Inc.	VECTOR	Canada	546793	25-Jul-1985	TMA325778	10-Apr-1987

Beltronics USA, Inc.	BELTRONICS 1	China	6703836	6-May-2008	6703836	28-Sep-2010
Beltronics USA, Inc.	PERFORMANCE RULES	China	6703834	6-May-2008	6703834	7-Jun-2010
Beltronics USA, Inc.	VECTOR	China	6703833	6-May-2008	6703833	7-Jun-2010
Beltronics USA, Inc.	BELTRONICS	Czechia	461545	14-Aug-2008	304126	3-Mar-2009
Beltronics USA, Inc.	VECTOR	Czechia	461546	14-Aug-2008	313240	21-Jul-2010
Beltronics USA, Inc.	VECTOR EUROPA	European Community	1058288	29-Jan-1999	1058288	10-Apr-2000
Beltronics USA, Inc.	BEL	Hong Kong	301067166	7-Mar-2008	301067166	7-Mar-2008
Beltronics USA, Inc.	BELTRONICS	Hong Kong	301067157	7-Mar-2008	301067157	9-Sep-2008
Beltronics USA, Inc.	BELTRONICS VECTOR	Hong Kong	301463463	2-Nov-2009	301463463	12-Mar-2010
Beltronics USA, Inc.	PERFORMANCE RULES	Hong Kong	301067184	7-Mar-2008	301067184	17-Sep-2008
Beltronics USA, Inc.	BELTRONICS	India	2190165	12-Aug-2011	2190165	1-Oct-2016
Beltronics USA, Inc.	BEL	New Zealand	723352	23-Dec-2004	723352	23-Jun-2005
Beltronics USA, Inc.	BEL (& design) 	New Zealand	723750	11-Jan-2005	723750	14-Jul-2005
Beltronics USA, Inc.	BELTRONICS	New Zealand	723353	23-Dec-	723353	23-Jun-

¹ A petition for cancellation on the basis of non-use has been filed against this registration. Beltronics has not yet been served with formal notice and, as such, there is no deadline to file responsive pleadings.

				2004		2005
Beltronics USA, Inc.	BELTRONICS	New Zealand	723749	11-Jan-2005	723749	14-Jul-2005
Beltronics USA, Inc.	BELTRONICS	Russia	2008729467	12-Sep-2008	396280	14-Dec-2009
Beltronics USA, Inc.	BELTRONICS	Taiwan	100038604	29-Jul-2011	1528699	16-Jul-2012

Applications:

Owner	Mark	Jurisdiction	Ser. No.	Date Filed
Beltronics USA, Inc.	VECTOR	India	2190164	12-Aug-2011