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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM581948

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COBRA ELECTRONICS CORPORATION		06/18/2020	Corporation: DELAWARE
ESCORT INC.		06/18/2020	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	LBC CREDIT PARTNERS III, L.P., as Agent		
Street Address:	555 E. Lancaster Ave., Suite 450		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Partnership: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5628980	ESCORT MAX 360C

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: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy J. Brougher, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6030.076	
NAME OF SUBMITTER:	Nancy Brougher	
SIGNATURE:	/njb/	
DATE SIGNED:	06/18/2020	

Total Attachments: 6

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> TRADEMARK REEL: 006974 FRAME: 0102

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TRADEMARK REEL: 006974 FRAME: 0103

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

This AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made this 18th day of June, 2020, by and among COBRA ELECTRONICS CORPORATION, a Delaware corporation ("Cobra"), ESCORT INC., an Illinois corporation (together with Cobra, "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 dated as of April 2, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Grantors, the other Borrowers from time to time party thereto, the Lenders and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, in connection with the Credit Agreement, Grantors entered into that certain Security Agreement dated as of June 26, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and among Grantors, the other Debtors from time to time party thereto and Agent;

WHEREAS, in connection with the foregoing, Grantors entered into that certain Trademark Security Agreement dated as of April 2, 2018 (the "Existing Trademark Security Agreement") by and among Grantors and Agent, pursuant to which Grantors granted to Agent, for the benefit of the Lenders, a security interest in and to the Trademark Collateral (as defined in the Existing Trademark Security Agreement);

WHEREAS, the Existing Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on April 2, 2018 at Reel/Frame 6310/0547; and

WHEREAS, the parties hereto desire to amend the Existing Trademark Security Agreement to supplement the Trademark Collateral by adding all of the Trademarks set forth on Schedule I attached hereto (collectively, the "New Trademark Collateral").

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. <u>DEFINED TERMS</u>. 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. <u>DEFINITION OF TRADEMARK COLLATERAL</u>. The definition of Trademark Collateral set forth in Section 2 of the Existing Trademark Security Agreement shall be deemed to include, without limitation, the New Trademark Collateral.

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- 3. <u>AMENDMENT</u>. <u>Schedule I</u> to the Existing Trademark Security Agreement is hereby amended to include the New Trademark Collateral listed on <u>Schedule I</u> attached hereto (in addition to the other Trademark Collateral described in <u>Schedule I</u> to the Existing Trademark Security Agreement).
- 4. <u>COUNTERPARTS</u>. This Amendment 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 Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

5. <u>CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL</u> REFERENCE PROVISION.

THE VALIDITY OF THIS AMENDMENT, 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.

THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AMENDMENT 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 5.

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 AMENDMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

TRADEMARK REEL: 006974 FRAME: 0105 6. <u>EFFECT OF THIS AMENDMENT</u>. This Amendment constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior oral or written communications, memoranda, proposals, negotiations, discussions, term sheets and commitments with respect to the subject matter hereof. Except as expressly amended pursuant hereto, no other changes or modifications or waivers to the Existing Trademark Security Agreement are intended or implied, and in all other respects the Existing Trademark Security Agreement is hereby specifically ratified and confirmed by all parties hereto as of the effective date hereof.

[signature pages follow]

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

GRANTORS:

COBRA ELECTRONICS CORPORATION

Name: Gail Babitt

Title: President and Chief Executive Officer

ESCORT INC.

Name: Gail Babitt

Title: President and Chief Executive Officer

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ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

LBC CREDIT PARTNERS III, L.P.

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

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

Grantor	<u>Trademark</u>	<u>Serial Number</u>	Registration No.	Registration <u>Date</u>
Escort Inc.	ESCORT MAX 360C	87608741	5628980	12/11/2018

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RECORDED: 06/18/2020