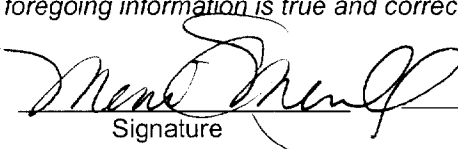
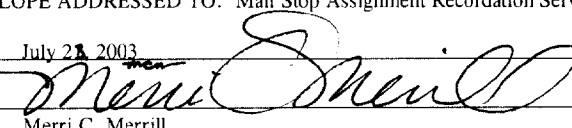


To the Honorable Commissioner of Patents and Trade		ents or copy thereof.																																	
1. Name of conveying party(ies): <u>7-29-03</u> <u>Bank One, N.A.</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		102512528 Name: <u>Escort Inc.</u> Internal Address: _____ Street Address: <u>5440 West Chester Road</u> City: <u>West Chester</u> State: <u>OH</u> Zip Code: <u>45069</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Release of Security Agreement</u>																																			
Execution Date: <u>March 5, 2003</u>																																			
4. Application number(s) or patent number(s):																																			
Patent Application No(s). <u>08/700,775</u> <u>08/710,839</u>		B. Patent No(s). <table style="width:100%; border: none;"> <tr> <td>5,347,120</td> <td>5,365,055</td> <td>5,305,007</td> <td>5,206,500</td> </tr> <tr> <td>5,164,729</td> <td>5,134,406</td> <td>5,111,207</td> <td>5,079,553</td> </tr> <tr> <td>5,049,885</td> <td>5,049,884</td> <td>4,954,828</td> <td>4,952,937</td> </tr> <tr> <td>4,896,855</td> <td>4,887,753</td> <td>4,862,175</td> <td>4,750,215</td> </tr> <tr> <td>4,686,499</td> <td>4,679,247</td> <td>4,631,542</td> <td>4,613,989</td> </tr> <tr> <td>4,604,529</td> <td>4,583,057</td> <td>4,581,769</td> <td>4,313,216</td> </tr> <tr> <td>5,559,508</td> <td>D314,178</td> <td>D313,365</td> <td>D253,752</td> </tr> <tr> <td>D310,167</td> <td>D308,837</td> <td>D296,771</td> <td>D288,418</td> </tr> </table>		5,347,120	5,365,055	5,305,007	5,206,500	5,164,729	5,134,406	5,111,207	5,079,553	5,049,885	5,049,884	4,954,828	4,952,937	4,896,855	4,887,753	4,862,175	4,750,215	4,686,499	4,679,247	4,631,542	4,613,989	4,604,529	4,583,057	4,581,769	4,313,216	5,559,508	D314,178	D313,365	D253,752	D310,167	D308,837	D296,771	D288,418
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D310,167	D308,837	D296,771	D288,418																																
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Kevin McGinnis</u> Internal Address: <u>JONES DAY</u> Street Address: <u>77 West Wacker Drive</u> City: <u>Chicago</u> State: <u>IL</u> ZIP: <u>60601-1692</u>		6. Total number of applications and patents: <u>34</u> 7. Total fee (37 CFR 3.41) <u>\$1,360.00</u> <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account any fees in excess of enclosed check which may be due herewith.																																	
		8. Deposit account number: <u>10-1202</u> (Attach duplicate copy of this page if paying by deposit account)																																	
DO NOT USE THIS SPACE																																			
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>																																			
<u>Merri C. Merrill</u> Name of Person Signing		<u></u> Signature																																	
		<u>July 21, 2003</u> Date																																	
Total number of pages including cover sheet, attachments and documents <u>20</u>																																			
I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE U.S. POSTAL SERVICE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO: Mail Stop Assignment Recordation Services, Director of the US Patent and Trademark Office, PO Box 1450, Alexandria, VA 22313-1450: ON <u>July 21, 2003</u> <u></u> Merri C. Merrill																																			

RELEASE

Reference is made to that certain Loan and Security Agreement, dated as of April 10, 1997 (as such agreement has been amended, restated, supplemented or otherwise modified from time to time, the "***Loan Agreement***") between Escort Inc., an Illinois corporation (the "***Borrower***"), and Bank One, NA (as successor to American National Bank and Trust Company of Chicago), a national banking association, as lender (the "***Lender***"). Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Loan Agreement.

The Lender unconditionally releases, without recourse and without any representation or warranty of any kind, all of the Lender's right, title and interest in and to each of the Borrower's patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation:

(a) those patents and patent applications in the United States Patent and Trademark Office or any similar offices in any other country, listed on Exhibit A attached hereto and made a part hereof and (i) the reissues, divisions, continuations, renewals, extensions, reexaminations and continuations-in-part thereof, (ii) all income, royalties, provisional rights, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all of the Borrower's rights corresponding thereto throughout the world; and

(b) those rights under or interests in any patent license agreements with any other party, whether the Borrower is a licensee or licensor under any such license agreement, including, without limitation, those patent license agreements listed on Exhibit B attached hereto and made a part hereof.

[Remainder of page intentionally left blank.]

Dated as of February 28, 2003.

BANK ONE, NA

By: Brian P. Mureany

Name: Brian P. Mureany

Title: Associate Director

STATE OF ILLINOIS)

COUNTY OF COOK)

The foregoing Release was acknowledged before me this March 2003 5th day of ~~February~~ 2003, by Brian P. Mureany, the Associate Director of Bank One, NA, on behalf of such association.

Donna R Clarke
Notary Public

My commission expires: 7/22/06

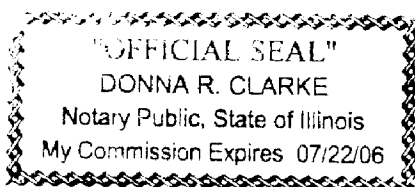


Exhibit A: Patents and Patent Applications

Attached

SCHEDULE 12(n)
(AMENDED TO ADD MARKS LISTED ON PAGES 5 AND 6)
INTELLECTUAL PROPERTY

PATENTS

Patent No.	Serial No.	Issuance Date	Title
5,347,120	08053468	9/13/94	Method & Apparatus for Pulsed Laser Detector
5,365,055	08053465	11/15/94	Test Circuit for Pulsed Laser Detector
5,305,007	7/048,128	04/19/94	Wideband radar detector
5,206,500	7-890555	04/27/93	Pulsed-laser detection with pulse stretcher and noise averaging
5,164,729	7-593076	11/17/92	Police radar warning receiver with auto-mute function
5,134,406	7-672053	07/28/92	Long range police radar warning receiver with multiple array averaging
5,111,207	7-545996	05/05/92	Bracket and assembly for remote mounting of police radar warning receiver
5,079,553	7-421525	01/07/92	Long range police radar warning receiver
5,049,885	7-558668	09/17/91	Long range police radar warning receiver
5,049,884	7-595270	09/17/91	Battery powered police radar warning receiver
Des. 314,178	7-134451	01/29/91	Electrical adaptor plug for vehicle lighter socket for a police radar warning receiver
Des. 313,365	7-274139	01/01/91	Windshield mount for a radar detector
4,954,828	7-481509	09/04/90	Long range police radar warning receiver
Des. 253,752	05924460	7/13/78	Radar Warning Receiver
4,952,937	7-434426	08/28/90	Remotely mounted police radar warning receiver
Des. 310,167	7-274045	08/28/90	Radar warning receiver visor clip
Des. 308,837	7-134447	06/26/90	Police radar warning receiver
4,896,855	7-274002	01/30/90	Pivotal windshield mount

0394708.06

4,887,753	7-274003	12/19/89	Visor clip for mounting radar detector
4,862,175	7-162244	08/29/89	Police radar signal band discrimination circuitry for a police radar warning receiver
1,240,770 **		8/16/88	Radar Warning Receiver
Des. 296,771	6-793919	07/19/88	Visor clip/holder for a radar detector
4,750,215	6-878055	06/07/88	Police radar signal detection circuitry for a police radar warning receiver
4,686,499	6-838931	08/11/87	Police radar warning receiver with cantilevered PC board structure
4,679,247	6-717250	07/07/87	FM receiver
Des. 288,418	6-655867	02/24/87	Police radar warning receiver
4,631,542	6-656029	12/23/86	Police radar warning receiver with mute function
4,613,989	6-656026	09/23/86	Police radar warning receiver
4,604,529	6-656157	08/05/86	Radar warning receiver with power plug
4,583,057	6-656023	04/15/86	Microwave oscillator
4,581,769	6-575422	04/08/86	Radar warning receiver
4,313,216	6-231530	01/26/82	Dual frequency radar receiver
5,559,508		Filed 9/24/96	Emergency Vehicle Detector
	08/7000,775		Hazard Signal Detector CINC-1310 Official Action dated 2/19/97 Response due 5/19/97
	08/710,839		Radar Detector Display CINC-1601 Notice of Allowance dated 12/27/96 Issue Fee due 3/27/97
			Laser Detection Direction Indicator CINC-2300 Not filed
			Infrared Controlled Radar Detector CINC-2600 Not filed
			Design: Battery Pack CINC-2800 Not filed

** Canadian Patent

Exhibit B: License Agreements

Attached

LICENSES

Agreement with Valentine Research, Inc. ("VRI"), dated 1/31/95, pursuant to which Seller granted VRI a royalty-free, non-exclusive license to make, use and sell products which incorporate certain of Seller's patents, and VRI granted Seller a royalty-free, non-exclusive license to make, use and sell products which incorporate certain of VRI's patents.

Agreement, dated December 6, 1994 between Seller and BELtronics, Incorporated, by which BELtronics, Incorporated, was granted the right to use patent numbers 5,049,884 and 4,631,542 in exchange for royalty payments.

0394708.06

- 4 -

RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Escort Acquisition Corp.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: American National Bank and Trust
Company of Chicago
Internal Address: _____

Street Address: 33 N. LaSalle Street

City: Chicago State: IL ZIP: 60690

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: April 10, 1997

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

(Attached as Schedule I)

B. Patent No.(s)

(Attached as Schedule I)

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Stephen E. Hall

Internal Address: Jones, Day, Reavis & Poque

Street Address: 77 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and patents involved:

35

7. Total fee (37 CFR 3.41).....\$ 1,400.00

☒ Enclosed (Check No. 1000023)

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Stephen E. Hall

Name of Person Signing

SEH

Signature

4/21/97

Date

Total number of pages including cover sheet, attachments, and document:

18

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 014321 FRAME: 0241

JONES, DAY, REAVIS & POGUE

77 WEST WACKER DRIVE, CHICAGO, IL 60601

CHECK NO.: 1000023

INVOICE #	DATE	AMOUNT
0	04-17-97	1,400.00

JONES, DAY, REAVIS & POGUE

77 WEST WACKER DRIVE
CHICAGO, IL 60601

CHECK DATE

04/ 17/ 97

CHECK NO. 1000023

 $\frac{2-77}{710}$

OPERATING ACCOUNT

CHECK AMOUNT

1,400.00*****

AMERICAN NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

ONE THOUSAND FOUR HUNDRED AND 00/100 DOLLARS

PAY
TO THE
ORDER OFCOMMISSIONER OF PATENTS
AND TRADEMARKS
00000-

W. J. McLean
William P. Ritchie
VOID AFTER 180 DAYS

⑈ 1000023⑈ ⑆071000770⑆ 04085116⑈

PATENT
REEL: 014321 FRAME: 0242

PATENT SECURITY AGREEMENT

This Patent Security Agreement, made as of April 10, 1997 (this "Agreement"), is made by Escort Acquisition Corp., an Illinois corporation (the "Borrower"), and American National Bank and Trust Company of Chicago, a national banking association (the "Lender"). Capitalized terms used in this Agreement and not otherwise defined have the meanings assigned to such terms in the Loan Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, the Borrower and the Lender are parties to the Loan and Security Agreement of even date herewith (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), between the Borrower and the Lender, under which the Lender may, from time to time, extend credit to the Borrower; and

WHEREAS, the Lender has required the Borrower to execute and deliver this Agreement in favor of the Lender (i) in order to secure complete payment of the Liabilities and performance of its obligations under the Loan Agreement and the other Financing Agreements and (ii) as a condition precedent to any extension of credit under the Loan Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Borrower and the Lender agree as follows:

1. **Security Interest in Patents.** To secure the complete and timely payment, performance and satisfaction of the Liabilities, the Borrower grants to the Lender a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale (upon the occurrence and during the continuation of an Event of Default) to the extent permitted by applicable law, all of the Borrower's now owned or existing and hereafter acquired or arising:

(A) patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, those patents and patent applications listed on the attached Schedule I and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all of the Borrower's rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (i)-(iv) above are referred to collectively as the "Patents"); and

(B) rights under or interests in any patent license agreements with any other party, whether the Borrower is a licensee or licensor under any such license agreement,

including, without limitation, those patent license agreements listed on the attached Schedule II and the right to prepare for sale and sell any and all Inventory now or hereafter owned by the Borrower and now or hereafter covered by such licenses (all of the foregoing are referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 1(B), the Licenses do not include any license agreement in effect as of the date of this Agreement which by its terms prohibits the grant of the security contemplated by this Agreement; *provided, however*, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Section 1 are deemed to apply thereto automatically.

2. Restrictions on Future Agreements. The Borrower will not, without the Lender's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement and the Borrower further agrees that it will not take any action, and will use its reasonable efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to the Lender under this Agreement or the rights associated with the Patents or Licenses.

3. New Patents and Licenses. The Borrower represents and warrants that, on the date of this Agreement, (i) the Patents listed on Schedule I include all of the patents and patent applications now owned or held by the Borrower, (ii) the Licenses listed on Schedule II include all of the patent license agreements under which the Borrower is the licensee or licensor and (iii) no liens, claims or security interests in such Patents and Licenses have been granted by the Borrower to any Person other than the Lender except for Permitted Liens. If, prior to the termination of this Agreement, the Borrower (a) obtains rights to any new patentable inventions, (b) becomes entitled to the benefit of any patent, patent application, license or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent or License or (c) enters into any new patent license agreement, the provisions of Section 1 automatically apply thereto. The Borrower will give to the Lender written notice of events described in clauses (a)-(c) above not less frequently than on a quarterly basis. The Borrower authorizes the Lender to modify this Agreement unilaterally (x) by amending Schedule I to include any future patents and patent applications of the Borrower, and by amending Schedule II to include any future patent license agreements of the Borrower, which are Patents or Licenses under Section 1 or under this Section 3 and (y) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule I or Schedule II thereto, as the case may be, such future patents, patent applications and license agreements.

4. Royalties. The Borrower agrees that the use by the Lender of the Patents and Licenses as authorized under this Agreement in connection with the Lender's exercise of its rights and remedies under Section 12 or under Section 8.2 of the Loan Agreement are coextensive with the Borrower's rights thereunder and with respect thereto and without any liability to the Borrower for royalties or other related charges from the Lender.

5. **Right to Inspect; Further Assignments and Security Interests.** The Lender may at all reasonable times (and at any time upon the occurrence and during the continuation of an Event of Default) have access to, examine, audit, make copies (at the Borrower's expense) and extracts from and inspect the Borrower's premises and examine the Borrower's books, records and operations relating to the Patents and Licenses; *provided, however*, that in conducting such inspections and examinations, the Lender will use reasonable efforts not to disturb unnecessarily the conduct of the Borrower's ordinary business operations. The Borrower agrees not to sell or assign its respective interests in, or grant any license under, the Patents or the Licenses without the prior written consent of the Lender; *provided, further, however*, that the Borrower is permitted to grant a non-exclusive license of any Patent or License that is not adverse to the Lender without the prior written consent of the Lender; *provided, further, however*, that the Borrower, with prior written notice to the Lender, is permitted to sell, assign or license any Patent or License that the Borrower's board of directors determines is not materially useful to the Borrower.

6. **Nature and Continuation of the Lender's Security Interest; Termination of the Lender's Security Interest.** This Agreement is made for collateral security purposes only. This Agreement creates a continuing security interest in the Patents and Licenses and terminates only when the Lender has no further obligation to make any Loans and no Liabilities remain outstanding. When this Agreement has terminated, the Lender will promptly execute and deliver to the Borrower, at the Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate the Lender's security interest in the Patents and Licenses, subject to any disposition thereof which may have been made by the Lender under this Agreement or the Loan Agreement.

7. **Duties of the Borrower.** The Borrower has the duty, to the extent desirable in the normal conduct of the Borrower's business, to: (i) prosecute diligently and in good faith any patent application that is a material part of the Patents pending as of the date of this Agreement or hereafter until the termination of this Agreement and (ii) make application on any material unpatented but patentable inventions. The Borrower will use its reasonable efforts to maintain in full force and effect the Patents and Licenses that are or will be necessary or economically desirable in the operation of the Borrower's business except for those which would have no reasonable likelihood of having a Material Adverse Effect. Any expenses incurred in connection with the foregoing will be borne by the Borrower. The Lender does not have any duty with respect to the Patents and Licenses. Without limiting the generality of the foregoing, the Lender is not under any obligation to take any steps necessary to preserve rights in the Patents or Licenses against other parties, but may do so at its option upon the occurrence and during the continuation of an Event of Default, and all reasonable expenses incurred in connection therewith will be for the sole account of the Borrower and will be added to the Liabilities secured thereby.

8. **The Lender's Right to Sue.** Upon the occurrence and during the continuation of an Event of Default, the Lender has the right, but is not obligated, to bring suit in its own name to enforce the Patents and the Licenses and, if the Lender commences any such suit, the Borrower will, at the reasonable request of the Lender, do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement. The Borrower will, upon demand, promptly reimburse the Lender for all reasonable costs and expenses incurred by the

Lender in the exercise of its rights under this Section 8 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Lender).

9. **Waivers.** The Lender's failure, at any time or times hereafter, to require strict performance by the Borrower of any provision of this Agreement does not waive, affect or diminish any right of the Lender thereafter to demand strict compliance and performance therewith nor does any course of dealing between the Borrower and the Lender have such effect. No single or partial exercise of any right under this Agreement precludes any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Borrower contained in this Agreement are deemed to have been suspended or waived by the Lender unless such suspension or waiver is in writing signed by an officer of the Lender and directed to the Borrower specifying such suspension or waiver.

10. **Severability.** Whenever possible, each provision of this Agreement is interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision is held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability will affect only such clause or provision, or part of such clause or provision, in such jurisdiction, and does not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

11. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Sections 1 and 3 or by a writing signed by the Borrower and the Lender.

12. **Cumulative Remedies; Power of Attorney.** (A) Upon the occurrence and during the continuation of an Event of Default and after the giving by the Lender of notice to the Borrower of the Lender's intention to enforce its rights and claims against the Borrower, the Borrower irrevocably designates, constitutes and appoints the Lender (and all Persons designated by the Lender in its sole and absolute discretion) as the Borrower's true and lawful attorney-in-fact, and authorizes the Lender and any of the Lender's designees, in the Borrower's or the Lender's name, to take any action and execute any instrument to the extent necessary to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse the Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Lender in the use of the Patents or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Patents or the Licenses to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Patents or, to the extent permitted, under the Licenses, to anyone and (iv) take any other actions with respect to the Patents or the Licenses as the Lender deems necessary to protect its interests under this Agreement. The Borrower ratifies all that such attorney-in-fact lawfully does or causes to be done by virtue of the provisions of this Section 12. This power of attorney is coupled with an interest and is irrevocable until the Lender has no further obligation to make any Loans and no Liabilities remain outstanding. The Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any

way the rights and remedies of the Lender under the Loan Agreement or any of the other Financing Agreements, but rather is intended to facilitate the exercise of such rights and remedies.

(B) The Lender has, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents or the Licenses may be located or deemed located. Upon the occurrence and during the continuation of an Event of Default and the election by the Lender to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Patents and Licenses, the Borrower agrees to assign, convey and otherwise transfer title in and to the Patents and the Licenses to the Lender or any transferee of the Lender and to execute and deliver to the Lender or any such transferee all such agreements, documents and instruments as may be necessary, in the Lender's sole discretion, to effect such assignment, conveyance and transfer. All of the Lender's rights and remedies with respect to the Patents and the Licenses, whether established by this Agreement, by the Loan Agreement, by any other Financing Agreement or by law, are cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth in this Agreement to the contrary, it is expressly agreed that upon the occurrence and during the continuation of an Event of Default, the Lender may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement and any of the other Financing Agreements.

13. Successors and Assigns. This Agreement is binding upon the Borrower and its successors and assigns, and inures to the benefit of the Lender and its successors and permitted assigns. The Borrower's successors and assigns include, without limitation, a receiver, trustee or debtor-in-possession of or for the Borrower; *provided, however*, that the Borrower will not voluntarily assign or transfer its rights or obligations under this Agreement without the Lender's prior written consent.

14. Governing Law. The Lender and the Borrower accept this Agreement at Chicago, Illinois by signing and delivering it there. Any dispute between the Lender and the Borrower arising out of, connected with, related to or incidental to the relationship between them in connection with this Agreement, and whether arising in contract, tort, equity or otherwise, will be resolved in accordance with the internal laws (as opposed to conflict of laws provisions) of the State of Illinois.

15. Notices. All notices or other communications under this Agreement will be given in the manner and to the addresses set forth in the Loan Agreement.

16. Section Titles. The section and paragraph titles of this Agreement are for convenience of reference only, and do not affect in any way the interpretation of any of the provisions of this Agreement.


17. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts, each of which

when so executed will be deemed to be an original and all of which taken together constitute one and the same agreement.

* * *

Delivered at Chicago, Illinois, as of the day and year first above written.

ESCORT ACQUISITION CORP.

By: 
Matthew Coleman
President

Accepted and agreed to as of
the day and year first above written.

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO

By: _____
Terrence J. Lynch
Vice President

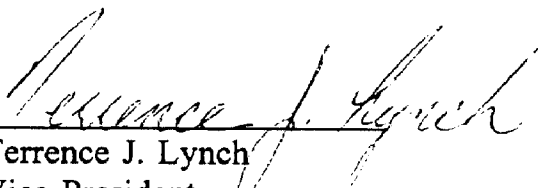
Delivered at Chicago, Illinois, as of the day and year first above written.

ESCORT ACQUISITION CORP.

By: _____
Matthew Coleman
President

Accepted and agreed to as of
the day and year first above written.

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO

By: 
Terrence J. Lynch
Vice President

STATE OF: Ohio)
COUNTY OF: Warren)

The foregoing Patent Security Agreement was acknowledged before me this 10th day of April, 1997, by Matthew Coleman, the President of Escort Acquisition Corp., an Illinois corporation, on behalf of such corporation.

Elaine M. Bacon

Notary Public

My commission expires: _____

ELAINE M. BACON
Notary Public, State Of Ohio
My Commission Expires August 14, 2000

STATE OF ILLINOIS)
)
COUNTY OF COOK)

The foregoing Patent Security Agreement was acknowledged before me this 10th day of April, 1997, by Terrence J. Lynch, a Vice President of American National Bank and Trust Company of Chicago, a national banking association, on behalf of such association.

Donna R. Clarke
Notary Public

My commission expires: 8-8-98

