

08-25-2003

HEET

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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102533198

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

1. Name of conveying party(ies):

ACAS Acquisitions (Escort) Inc.
Escort Inc.
Beltronics USA Inc.

8.19.03

2. Name and address of receiving party(ies):

Name: American Capital Financial Services, Inc. as
"Agent"

Internal Address: _____

Street Address: 2 Bethesda Metro Center

City: Bethesda State: MD Zip: 20814

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

3. Nature of conveyance:

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

Execution date: July 24, 2003

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

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) See
Schedule I

B. Patent No.(s) 5111207 & others on See Schedule I

Additional numbers attached? ☒ Yes ☐ No5. Name and address of party to whom
correspondence concerning document should be
mailed:

Name: Caroline Kraus

Internal Address: Weil, Gotshal & Manges LLP

767 5th Avenue

Street Address: _____

City: New York State: NY Zip: 10153

6. Total number of applications and patents involved: 41

7. Total fee (37 CFR 3.41): \$ 1640.00

☒ Enclosed☐ 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.

Phyllis Eremitaggio

Name of Person

Signing Signature

Date

Total number of pages including cover sheet, attachments, and documents: 31

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

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ESCORT IP PATENT SCHEDULES

MASTER FILE REPORT

PCMASTER REPORTER

7/17/2003

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PAGE:

Active Patent Property for Escort Inc..

INVENTOR TITLE	COUNTRY CODE/MATTER	SERIAL NO. FILE DATE	PATENT NO. ISSUE DATE	STATUS DOC. NO.	EXPIRATION DATE
Allen, Paul M. Bracket And Assembly For Remote Mounting Of Police Radar Warning Receiver	United States ESC ASSIGNEE: Escort Inc.	07/545,996 6/28/1990	5,111,207 5/5/1992	Granted 26390	8/28/2007
Biggs, Michael A. Police Radar Detection Circuitry For A Police Radar Warning Receiver	United States ESC ASSIGNEE: Escort Inc.	06/878,055 6/24/1986	4,750,215 6/7/1988	Granted 20772	6/24/2006
Biggs, Michael A. Police Radar Signal Band Discrimination Circuitry For A Police Radar Warning Receiver	United States ESC ASSIGNEE: Escort Inc.	07/162,244 2/29/1988	4,862,175 8/29/1989	Granted 23103	2/29/2008
Blair, Robert G. Vented Remote Radar Detector	United States ESC 34 ASSIGNEE: Escort Inc.	09/562,974 5/3/2000	6,249,218 6/19/2001	Granted 45601	5/3/2020
Decker, Lawrence Test Circuit For A Pulsed-Laser Detector	United States ESC 01 ASSIGNEE: Escort Inc.	53,465 4/27/1993	5,365,055 11/15/1994	Granted 40102	4/27/2010
Decker, Lawrence G. Police Radar Warning Receiver with Auto-Mute Function	United States ESC ASSIGNEE: Escort Inc.	07/593,076 10/5/1990	5,164,729 11/17/1992	Granted 26746	10/5/2010

NY2:1296290/03RS82031.DOC14082.0027

INVENTOR TITLE	COUNTRY CODE/MATTER	SERIAL NO. FILE DATE	PATENT NO. ISSUE DATE	STATUS DOC. NO.	EXPIRATION DATE
Decker, Lawrence G. Pulsed-Laser Detection With Pulse Stretcher And Noise Averaging	United States ESC 01 ASSIGNEE: Escort Inc.	890,555 5/28/1992	5,206,500 4/27/1993	Granted 40101	5/28/2012
Decker, Lawrence G. Method And Apparatus For Pulsed-Laser Detection	United States ESC 01 ASSIGNEE: Escort Inc.	53,468 4/27/1993	5,347,120 9/23/1994	Granted 40103	4/27/2013
Dilgard, Robert E. Police Radar Warning Receiver	United States ESC ASSIGNEE: Escort Inc.	07/134,447 12/17/1987	D308,837 6/26/1990	Granted 22955	6/26/2004
Grimsley, Richard L. Radar Warning Receiver	United States ESC ASSIGNEE: Escort Inc.	575,422 1/31/1984	4,581,769 4/8/1986	Granted 17758	1/31/2004
Grimsley, Richard L. Police Radar Warning Receiver with Mute Function	United States ESC ASSIGNEE: Escort Inc.	656,029 9/28/1984	4,631,542 12/23/1986	Granted 18222	9/28/2004
Jaeger, James L. Battery Powered Police Radar Warning Receiver	United States ESC ASSIGNEE: Escort Inc.	07/595,270 10/10/1990	5,049,884 9/17/1991	Granted 26803	10/10/2010
Kuhn, John Police Activity Transponder Utilizing a Vehicle Interface	United States ESC 157 ASSIGNEE: Escort Inc.	10/022,820 12/17/2001		Filed 43457	
Kuhn, John Wide Band Radar Detector with Three-Sweep Input Stage	United States ESC 29 ASSIGNEE: Escort Inc.	09/736,490 12/13/2000	6,400,305 6/4/2002	Granted 46214	12/13/2020

INVENTOR TITLE	COUNTRY CODE/MATTER	SERIAL NO. FILE DATE	PATENT NO. ISSUE DATE	STATUS DOC. NO.	EXPIRATION DATE
Kuhn, John Police Radar/Laser Detector with Integral Vehicle Parameter Display	United States ESC 42US ASSIGNEE: Escort Inc.	09/973,623 10/9/2001	6,587,068 7/1/2003	Granted 46808	10/9/2021
Orr, Steven K. Long Range Police Radar Warning Receiver	United States ESC ASSIGNEE: Escort Inc.	07/421,525 10/13/1989	5,079,553 1/7/1992	Granted 25234	10/13/2009
Orr, Steven K. Long Range Police Warning Receiver	United States ESC ASSIGNEE: Escort Inc.	07/558,668 7/27/1990	5,049,885 9/17/1991	Granted 26305	9/4/2007
Orr, Steven K. Long Range Police Radar Warning Receiver	United States ESC ASSIGNEE: Escort Inc.	07/481,509 2/20/1990	4,954,828 9/4/1990	Granted 26336	10/13/2009
Orr, Steven K. Long Range Police Radar Warning Receiver With Multiple Array Averaging	United States ESC ASSIGNEE: Escort Inc.	07/672,053 3/18/1991	5,134,406 7/28/1992	Granted 27799	3/18/2011
Orr, Steven K. Emergency Vehicle Detector	United States ESC ASSIGNEE: Escort Inc.	288,335 8/10/1994	5,559,508 9/24/1996	Granted 40571	8/10/2014
Orr, Steven K. Wideband Radar Detector	United States ESC 01 ASSIGNEE: Escort Inc.	48,128 4/13/1993	5,305,007 4/19/1994	Granted 40070	4/13/2013

INVENTOR TITLE	COUNTRY CODE/MATTER	SERIAL NO. FILE DATE	PATENT NO. ISSUE DATE	STATUS DOC. NO.	EXPIRATION DATE
Orr, Steven K. Radar Detector Display	United States ESC 20 ASSIGNEE: Escort Inc.	08/710,839 9/23/1996	5,668,554 9/16/1997	Granted 40717	9/23/2016
Orr, Steven K. Radar Warning Receiver with Positions and Velocity Sensitive Functions	United States ESC 21US ASSIGNEE: Escort Inc.	09/889,656 3/15/2002		Filed 43457	
Orr, Steven K. Radar Warning Receiver With Position and Velocity Sensitive Functions	United States ESC 21USDV ASSIGNEE: Escort Inc.	10/396,881 3/25/2003		Filed 43457	
Reber, Fred J. Electrical Adaptor Plug for Vehicle Lighter Socket for a Radar Warning Receiver	United States ESC ASSIGNEE: Escort Inc.	07/134,451 12/17/1987	D314,178 1/29/1991	Granted 22923	1/29/2005
Reber, Frederick J., II Windshield Mount For A Radar Detector	United States ESC ASSIGNEE: Escort Inc.	07/274,139 11/21/1988	D313,365 1/1/1991	Granted 24132	1/1/2005
Reber, Frederick J., II Radar Warning Receiver Visor Clip	United States ESC ASSIGNEE: Escort Inc.	07/274,045 11/21/1988	D310,167 8/28/1990	Granted 24133	8/28/2004

BELTRONICS IP PATENT SCHEDULE

INVENTOR TITLE	COUNTRY CODE/MATTER	SERIAL NO. FILE DATE	PATENT NO. ISSUE DATE	STATUS DOC. NO.	EXPIRATION DATE
Burin, Marian M. Dual Horn, Multi-Band Radar Detector	United States ESC 72 ASSIGNEE: Beltronics USA Inc.	242,536 9/12/1988	4,939,521 7/3/1990	Granted 46488	9/12/2008
Gorezak, Roman T. Voltage Controlled Push-Push Oscillator	United States ESC 75 ASSIGNEE: Beltronics USA Inc.	225,308 4/8/1994	5,402,087 3/28/1995	Granted 46485	4/8/2014
Martinson, Glen Multibrand Radar Detector Having Plural Local Oscillators	United States ESC 73 ASSIGNEE: Beltronics USA Inc.	242,533 9/12/1988	4,952,936 8/28/1990	Granted 46486	9/12/2008
Martinson, Glen Multiband Radar Detector	United States ESC 74 ASSIGNEE: Beltronics USA Inc.	242,540 9/12/1988	4,961,074 10/2/1990	Granted 46487	9/12/2008
Martinson, Glen D. Mixer Optimization for Active Radar Warning Receiver	United States ESC 171US ASSIGNEE: Beltronics USA Inc.	10/392,002 3/18/2003		Filed 60598	
Martinson, Glen D. Horn Antenna and Mixer Construction for Microwave Radar Detectors	United States ESC 69 ASSIGNEE: Beltronics USA Inc.	606,895 5/3/1984	4,571,593 2/18/1986	Granted 46491	5/3/2004

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INVENTOR TITLE	COUNTRY CODE/MATTER	SERIAL NO. FILE DATE	PATENT NO. ISSUE DATE	STATUS DOC. NO.	EXPIRATION DATE
Martinson, Glen D. Radar Detection and Signal Processing Circuit	United States ESC 71 ASSIGNEE: Beltronics USA Inc.	604,953 4/27/1984	4,630,054 12/16/1986	Granted 46489	4/27/2004
Martinson, Glen D. Mixer Using Fundamental Frequency or Second or Third Harmonic Frequencies of a Local Oscillator for Maximized Resultant Frequency Mixer Product	United States ESC 76 ASSIGNEE: Beltronics USA Inc.	205,169 3/3/1994	5,446,923 8/29/1995	Granted 46484	3/3/2014
Martinson, Glen D. Low Voltage Sensing Circuits for Battery Powered Devices Having a Micro-Processor	United States ESC 77 ASSIGNEE: Beltronics USA Inc.	290,122 8/15/1994	5,587,916 12/24/1996	Granted 46483	8/15/2014
Martinson, Glen D. Bi-Directional Laser Light Detection Device Having a Laser Light Pipe	United States ESC 78 ASSIGNEE: Beltronics USA Inc.	325,500 10/19/1994	5,600,132 2/4/1997	Granted 46482	10/19/2014
Martinson, Glen D. Image Rejection Mixer	United States ESC 79 ASSIGNEE: Beltronics USA Inc.	09/097,261 6/15/1998	6,127,962 10/3/2000	Granted 46497	6/15/2018
Martinson, Glen D. Multi-Conversion Radar Detector Having Increased Tuning Range and Self-Calibrating Function	United States ESC 80 ASSIGNEE: Beltronics USA Inc.	09/127,965 8/3/1998	6,069,580 5/30/2000	Granted 46498	8/3/2018
Rudolf J. C. Sagl Construction for a Portable Radar Detector Having a Mirror	United States ESC 70 ASSIGNEE: Beltronics USA Inc.	612,090 5/21/1984	4,625,210 11/25/1986	Granted 46490	5/21/2004

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INVENTOR TITLE	COUNTRY CODE/MATTER	SERIAL NO. FILE DATE	PATENT NO. ISSUE DATE	STATUS DOC. NO.	EXPIRATION DATE
Zheng, Yusan Mounting Device for a Radar Detector	United States ESC 164US ASSIGNEE: Beltronics USA Inc.	10/304,991 11/26/2002		Filed 60418	

NY2:129628702RS7Z021.DOC14082.0027

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of July 24, 2003, by ACAS Acquisitions (Escort), Inc., a Delaware corporation ("Parent"), Escort Inc., an Illinois corporation ("Subcorp,"), and Beltronics USA Inc., an Illinois corporation ("Beltronics," and together with Parent and Subcorp, each, a "Grantor," and collectively, the "Grantors") in favor of American Capital Financial Services, Inc. ("ACFS"), as agent for certain Purchasers (as defined in the Purchase Agreement referred to below) (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Note and Equity Purchase Agreement, dated as of the date hereof as the same may be amended, restated, supplemented or otherwise modified from time to time, (the "Purchase Agreement") among the Grantors, the Purchasers party thereto and ACFS, as agent for the Purchasers, the Purchasers have severally agreed to purchase certain Last Out Senior Term Notes and Senior Subordinated Notes (collectively, the "Secured Notes") upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors are party to a Security Agreement of even date herewith in favor of the Agent (the "Security Agreement") and the Grantors are required to execute and deliver this Patent Security Agreement pursuant to the Security Agreement and the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and to induce certain Purchasers and the Agent to enter into the Purchase Agreement and to induce certain Purchasers to purchase the Last Out Senior Term Notes and Senior Subordinated Notes thereunder, each Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Purchase Agreement or in the Security Agreement and used herein have the meaning given to them in the Purchase Agreement or the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Grantors, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Security Agreement) of the Grantors, hereby collaterally assign, convey, mortgage, pledge, hypothecate and transfer to the Agent for the benefit of the Purchasers who hold Secured Notes, and grant to the Agent for the benefit of the Purchasers who hold Secured Notes a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantors (the "Patent Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all proceeds of the foregoing, including any claim by the Grantors against third parties for past, present or future infringement or dilution of any Patent or Patent licensed under any Patent License.

As used herein, the following terms shall have the following meanings:

“Patent” means (a) all patents now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, the Canadian Intellectual Property Office or in any similar office or agency of the United States, Canada, any state, any province or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals thereof.

“Patent License” means any agreement, whether written or oral, providing for the grant by or to the Grantors of any right to use any Patent.

SECTION 3. Conditional Assignment of Patents. Notwithstanding anything to the contrary herein, all rights and remedies of Agent herein are subject to the prior rights of the Senior Lenders under the Intercreditor Agreement. Grantor hereby authorizes Agent to complete as assignee, execute pursuant to the power of attorney, and record with the United States Patent and Trademark Office, or Canadian Intellectual Property Office, as applicable, and in any other applicable public office or agency of the United States, any State or Territory thereof, or of Canada, any province or territory thereof, or any other country, a document in substantially the form of Exhibit A (the “Assignment”), upon the occurrence of an Event of Default and during the continuation of such Event of Default and the proper exercise of Agent’s remedies under the Security Agreement and this Patent Security Agreement.

In addition to, and not by way of limitation of, the grant of a security interest in the Patent Collateral provided in Section 2, as collateral security for the prompt and complete payment, performance and observance of all of the Obligations (as defined in the Security Agreement) and all renewals, extensions, restructurings and refinancings thereof, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for itself and on behalf of Purchasers, all of its right, title and interest in, to and under the Patent Collateral; provided, however, that such grant, assignment, conveyance, mortgage, pledge, hypothecation and transfer shall be and become of force and effect, with respect to any item of the Patent Collateral, only: (i) upon the occurrence of an Event of Default and during the continuation of such Event of Default; and (ii) either (A) upon the written demand of Agent at any time during such continuance, or (B) immediately and automatically, without any notice or action of any kind by Agent, upon the sale or other disposition of such item of the Patent Collateral by Agent pursuant to Article 9 of the UCC or the PPSA, as applicable (including the transfer or other disposition of such item by such Grantor to Agent in lieu of foreclosure).

Notwithstanding any of the foregoing, as long as no Event of Default shall have occurred and be continuing, and except as otherwise provided in the Security Agreement and this Patent Security Agreement, the Grantors shall be permitted to remain in full possession, ownership, enjoyment and control of all of their right, title and interest in the Patent Collateral and to manage, operate, dispose and use the same and each part thereof, in each case, as permitted hereunder, with all the rights pertaining thereto and Agent shall not have any right or authority to take any actions in any matter relating to the Patent Collateral before the United States Patent and Trademark Office or the Canadian Intellectual Property Office.

SECTION 4. **Security Agreement**. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Patent 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.

[signature page follows]

IN WITNESS WHEREOF, the Grantors have caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ACAS ACQUISITIONS (ESCORT), INC.

By: R G Blair

Name: R. Greg Blair

Title: President and Chief Executive Officer

ESCORT INC.

By: R G Blair

Name: R. Greg Blair

Title: President and Chief Executive Officer

BELTRONICS USA INC.

By: R G Blair

Name: R. Greg Blair

Title: President and Chief Executive Officer

Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
as Agent

By: [Signature]

Name: Kenneth E. Jones

Title: Vice President

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York)
) ss.
COUNTY OF New York)

On this 24th day of July, 2003 before me personally appeared

R. Greg Blair, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ACAS Acquisitions (Escort), Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Kristen Vento
Notary Public

KRISTEN VENTO
Notary Public, State of New York
No. 01VE6084451
Qualified in Richmond County
Commission Expires Dec. 2, 2004

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York)
) ss.
COUNTY OF New York)

On this 24th day of July, 2003 before me personally appeared

R. Greg Blair, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Escort, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Kristen Vento
Notary Public

KRISTEN VENTO
Notary Public, State of New York
No. 01VE6084451
Qualified in Richmond County
Commission Expires Dec. 2, 2006

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York)

) ss.

COUNTY OF New York)

On this 24th day of July, 2003 before me personally appeared

R. Greg Blair, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Beltronics USA Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Kristen Vento
Notary Public

KRISTEN VENTO
Notary Public, State of New York
No. 01VE6084451
Qualified in Richmond County
Commission Expires Dec. 2, 2006

SCHEDULE I

See attached.

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RECORDED: 08/19/2003

**PATENT
REEL: 014409 FRAME: 0330**