

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
Escort Inc.	12/01/2010

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661

**PROPERTY NUMBERS Total: 27**

Property Type	Number
Patent Number:	5559508
Patent Number:	5134406
Patent Number:	5206500
Patent Number:	5347120
Patent Number:	5305007
Patent Number:	5365055
Patent Number:	6614385
Patent Number:	5668554
Patent Number:	7388537
Patent Number:	6670905
Patent Number:	7576679
Patent Number:	7804440
Patent Number:	6400305
Patent Number:	6249218
Patent Number:	6587068

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Patent Number:	6836238
Patent Number:	7098844
Patent Number:	7397416
Patent Number:	7271760
Application Number:	11567000
Application Number:	12195147
Application Number:	12254544
Application Number:	12389978
Application Number:	12578377
Application Number:	12915835
Application Number:	12749728
PCT Number:	US1024915

**CORRESPONDENCE DATA**

Fax Number: (312)803-5299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (312) 845-3430  
Email: kalwa@chapman.com  
Correspondent Name: Richard Kalwa  
Address Line 1: 111 West Monroe Street  
Address Line 2: Chapman and Cutler LLP  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1947696

NAME OF SUBMITTER: Richard Kalwa

Total Attachments: 8  
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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of December 1, 2010, is made by ESCORT INC., an Illinois corporation, in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 1, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (to the extent not constituting Excluded Property) of Grantor (the “Patent Collateral”):

(a) all of its Patents and all IP Licenses providing for the grant by or to Grantor of any right under any Patent, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and 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 Guaranty and Security Agreement and Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement. In the event of a conflict between the provisions of this Patent Security Agreement and the provisions of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

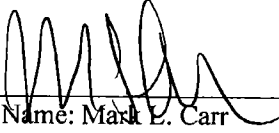
Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

ESCORT INC.  
as Grantor

By:   
Name: Mark E. Carr  
Title: Vice President, Chief Financial  
Officer, Secretary

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By: \_\_\_\_\_  
Name:  
Title: Its Duly Authorized Signatory

Patent Security Agreement

**PATENT**  
**REEL: 025437 FRAME: 0486**

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

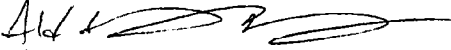
Very truly yours,

ESCORT INC.  
as Grantor

By: \_\_\_\_\_  
Name: Mark L. Carr  
Title: Vice President, Chief Financial  
Officer, Secretary

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By:   
Name: AUFERD WANG  
Title: Its Duly Authorized Signatory

Patent Security Agreement

**PATENT**  
**REEL: 025437 FRAME: 0487**

ACKNOWLEDGMENT OF GRANTOR

State of Ohio )  
 )  
County of Butler ) ss.

On this 23 day of November, 2010 before me personally appeared Mark L. Carr, 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.



\_\_\_\_\_  
Notary Public



Todd A. Borden  
Notary Public  
State of Ohio  
My Commission Expires  
December 22, 2014

Patent Security Agreement

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patent Registrations

**U.S. PATENTS**

Country	Application No.	Application Date	Patent No. (Pub. No.)	Grant Date (Pub. Date)	Status	Current Owner	Title
United States	08/288,335	8/10/1994	5559508	9/24/1996	Granted	Escort Inc.	EMERGENCY VEHICLE DETECTOR
United States	07/672,053	3/18/1991	5134406	7/28/1992	Granted	Escort Inc.	LONG RANGE POLICE RADAR WARNING RECEIVER WITH MULTIPLE ARRAY AVERAGING
United States	07/890,555	5/28/1992	5206500	4/27/1993	Granted	Escort Inc.	PULSED-LASER DETECTION WITH PULSE STRETCHER AND NOISE AVERAGING
United States	08/053,468	4/27/1993	5347120	9/13/1994	Granted	Escort Inc.	METHOD AND APPARATUS FOR PULSED-LASER DETECTION
United States	08/048,128	4/13/1993	5305007	4/19/1994	Granted	Escort Inc.	WIDEBAND RADAR DETECTOR
United States	08/053,465	4/27/1993	5365055	11/15/1994	Granted	Escort Inc.	TEST CIRCUIT FOR A PULSED-LASER DETECTOR
United States	10/022,820	12/17/2001	6614385	9/2/2003	Granted	Escort Inc.	POLICE ACTIVITY TRANSPONDER UTILIZING A VEHICLE INTERFACE
United States	08/710,839	9/23/1996	5668554	9/16/1997	Granted	Escort Inc.	RADAR DETECTOR DISPLAY
United States	11/251,558	10/14/2005	7388537	6/17/2008	Granted	Escort Inc.	RADAR DETECTOR WITH REDUCED EMISSIONS
United States	11/567,000	12/5/2006			Filed	Escort Inc.	RADAR WARNING RECEIVER WITH TRAFFIC INFORMATION FUNCTIONS
United States	09/889,656	3/15/2002	6670905	12/30/2003	Granted	Escort Inc.	RADAR WARNING RECEIVER WITH POSITION AND VELOCITY SENSITIVE FUNCTIONS
United States	11/620,443	1/5/2007	7576679	8/18/2009	Granted	Escort Inc.	RADAR DETECTOR WITH POSITION AND VELOCITY SENSITIVE FUNCTIONS



Country	Application No.	Application Date	Patent No. (Pub. No.)	Grant Date (Pub. Date)	Status	Current Owner	Title
United States	11/765,885	6/20/2007	7804440	9/28/2010	Granted	Escort Inc.	RADAR DETECTOR WITH POSITION AND VELOCITY SENSITIVE FUNCTIONS
United States	12/195,147	8/20/2008	(20090256736)	(10/15/2009)	Filed	Escort Inc.	RADAR DETECTOR WITH NAVIGATIONAL FUNCTION
United States	12/254,544	10/20/2008			Filed	Escort Inc.	CLAMP MOUNT
United States	12/389,978	2/20/2009	(20100214148)	(8/26/2010)	Filed	Escort Inc.	WIRELESS CONNECTIVITY IN A RADAR DETECTOR
United States	09/736,490	12/13/2000	6400305	6/4/2002	Granted	Escort Inc.	WIDE BAND RADAR DETECTOR WITH THREE-SWEEP INPUT STAGE
United States	09/562,974	5/3/2000	6249218	6/19/2001	Granted	Escort Inc.	VENTED REMOTE RADAR DETECTOR
United States	09/973,623	10/9/2001	6587068	7/1/2003	Granted	Escort Inc.	POLICE RADAR/LASER DETECTOR WITH INTEGRAL VEHICLE PARAMETER DISPLAY
United States	10/610,367	6/30/2003	6836238	12/28/2004	Granted	Escort Inc.	POLICE RADAR/LASER DETECTOR WITH INTEGRAL VEHICLE PARAMETER DISPLAY USING A VEHICLE INTERFACE
United States	11/010,104	12/10/2004	7098844	8/29/2006	Granted	Escort Inc.	ACCELERATION DETECTOR WITH INTEGRAL VEHICLE PARAMETER DISPLAY USING A VEHICLE INTERFACE
United States	11/466,963	8/24/2006	7397416	7/8/2008	Granted	Escort Inc.	POLICE RADAR/LASER DETECTOR WITH INTEGRAL VEHICLE PARAMETER DISPLAY USING A VEHICLE INTERFACE
United States	12/578,377	10/13/2009	(20100214149)	(8/26/2010)	Filed	Escort Inc.	WIRELESS CONNECTIVITY IN A RADAR DETECTOR
United States	12/915,835	10/29/2010			Filed	Escort Inc.	
PCT	US2010/024915	2/22/2010			Filed	Escort Inc.	

Country	Application No.	Application Date	Patent No. (Pub. No.)	Grant Date (Pub. Date)	Status	Current Owner	Title
United States	12/749,728				Filed	Escort Inc.	
United States	10/891,212	7/14/2004	7271760	9/18/2007	Granted	Escort Inc. and Harley-Davidson Motor Company Group, Inc.	RADAR DETECTOR FOR A MOTORCYCLE

### **CANADIAN PATENTS AND PATENT APPLICATIONS**

Title	Status	Filing Date	Patent No.	Issue Date	Owner
RADAR DETECTOR WITH POSITION AND VELOCITY SENSITIVE FUNCTIONS	Pending	1/4/2008	2618351		Escort Inc.
RADAR WARNING RECEIVER WITH POSITION AND VELOCITY SENSITIVE FUNCTIONS	Granted	6/14/2000	2381585	8/5/2008	Escort Inc.

### **IP LICENSES**

None.