

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2592284

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
BELTRONICS USA INC.	10/07/2013
RECEIVING PARTY DATA	
Name:	HONEYSUCKLE FINCO, LLC
Street Address:	142 WEST 57TH STREET
Internal Address:	7TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	5600132
Patent Number:	5587916
Patent Number:	5446923
Patent Number:	5402087
Patent Number:	6127962
Patent Number:	6096580
Patent Number:	6779765
Patent Number:	6693578
CORRESPONDENCE DATA	
Fax Number:	(312)698-2433
Phone:	3128618609
Email:	chiuspatent@bakermckenzie.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	SUSAN VANDERWALKER - BAKER & MCKENZIE
Address Line 1:	300 E. RANDOLPH STREET

CH \$320.00 5600132

Address Line 4: CHICAGO, ILLINOIS 60601	
ATTORNEY DOCKET NUMBER:	MONOMOY - BELTRONICS
NAME OF SUBMITTER:	SUSAN VANDERWALKER
Signature:	/Susan Vanderwalker/
Date:	10/25/2013
Total Attachments: 7 source=Beltronics to Honeysuckle Security Agreement#page1.tif source=Beltronics to Honeysuckle Security Agreement#page2.tif source=Beltronics to Honeysuckle Security Agreement#page3.tif source=Beltronics to Honeysuckle Security Agreement#page4.tif source=Beltronics to Honeysuckle Security Agreement#page5.tif source=Beltronics to Honeysuckle Security Agreement#page6.tif source=Beltronics to Honeysuckle Security Agreement#page7.tif	

SECOND LIEN PATENT SECURITY AGREEMENT

THIS SECOND LIEN PATENT SECURITY AGREEMENT (this "Agreement") dated as of October 7, 2013, is made by BELTRONICS USA INC., an Illinois corporation (together with its successors and assigns, the "Grantor") and HONEYSUCKLE FINCO, LLC, as administrative agent ("Administrative Agent"), for the benefit of the Lenders (as defined in the Credit Agreement referred to below):

RECITALS:

WHEREAS, Grantor is a party to that certain Second Lien Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among the Grantor, the other grantors named therein, the financial institutions from time to time party thereto (collectively, the "Lenders") and Administrative Agent, in which the Lenders have agreed to make certain Term Loans to Company.

WHEREAS, Grantor has agreed pursuant to that certain Second Lien Guaranty and Collateral Agreement dated as of the date hereof in favor of Administrative Agent (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Collateral Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of Company under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor (intending to be legally bound) hereby agrees as follows:

1. Defined Terms. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement; provided, however, that the following terms shall have the meanings given them in the Guaranty and Collateral Agreement: "Company," "Company Obligations," "Guarantor Obligations" and "Proceeds."

2. Grant of Security Interest. As collateral security for the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise) of the Company Obligations and the Guarantor Obligations, Grantor hereby pledges and grants to the Administrative Agent, for the ratable benefit of Lenders (and to the extent provided in the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all right, title and interest of Grantor in and to all of the following that constitute Collateral, whether now existing or hereafter acquired:

(i) all letters patent to which Grantor now or hereafter has title, as well as any application for letters patent now or hereafter owned by Grantor including, without limitation, any such patent or application in the United States Patent and Trademark Office (including, without limitation, those patents and patent applications listed on Exhibit A to this Agreement);

(ii) all reissues, divisions, continuations, continuations-in-part, and extensions of any of the foregoing;

(iii) all rights to sue for past, present or future infringements of any of the foregoing;
and

(iv) all Proceeds of any and all of the foregoing.

3. Reference to Separate Agreements. This Agreement has been entered into by Grantor and the Administrative Agent primarily for recording purposes. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent (or, if and as applicable, Lenders) under and pursuant to the Credit Agreement (or the Second Lien Guaranty and Collateral Agreement identified therein) but rather is intended to facilitate the exercise of such rights and remedies. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Credit Agreement (and the Guaranty and Collateral Agreement), all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Credit Agreement, the terms and provisions of the Credit Agreement shall govern.

4. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

6. Subordination Agreement. Notwithstanding anything herein to the contrary, this instrument and the rights and obligations evidenced hereby are subject to and are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement dated as of October 7, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Subordination Agreement"), among Monroe Capital Management Advisors LLC, as administrative agent (the "First Priority Representative"), and Administrative Agent; and acknowledged by (i) each of Radar Detection Holdings Corp., a Delaware corporation, Escort Holdings Corp., a Delaware corporation, Escort Inc., an Illinois corporation, and Beltronics USA Inc., an Illinois corporation (individually and collectively, the "Company") and (ii) each of Escort Manufacturing Corporation, a Nova Scotia corporation, and Chaperone Holdings, Inc., a Delaware corporation, to the indebtedness (including interest) owed by the Company and any other loan party pursuant to that certain Credit Agreement dated as of October 7, 2013, as amended, among the Company, First Priority Representative and the lenders from time to time

party thereto and the other First Priority Documents (as defined in the Subordination Agreement); and the Administrative Agent, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement. As among the First Priority Secured Parties (as defined in the Subordination Agreement) and the Administrative Agent, in the event of any conflict between the terms of the Subordination Agreement and this agreement, the terms of the Subordination Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has duly executed this Patent Security Agreement as of the date first written above.

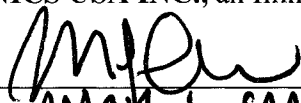
GRANTOR:

BELTRONICS USA INC., an Illinois Corporation

By: _____

Name: _____

Title: _____


Mark L. Cann
VP CFO

AGREED AND ACCEPTED:

this 7th day of October, 2013

HONEYSUCKLE FINCO, LLC,
as Administrative Agent


By:  _____
Name: **Justin Hillenbrand**
Title: **President**

EXHIBIT A

PATENTS & PATENT APPLICATIONS:

Country	Application Number	Patent Number	Issue/Grant Date	Title
United States	08/325,500	5,600,132	02/04/1997	Bi-Directional Laser Light Detection Device Having a Laser Light Pipe
United States	08/290,122	5,587,916	12/24/1996	Low Voltage Sensing Circuits for Battery Powered Devices Having a Micro-Processor
United States	08/205,169	5,446,923	08/29/1995	Mixer Using Fundamental Frequency or Second or Third Harmonic Frequencies of a Local Oscillator for Maximized Resultant Frequency Mixer Product
United States	08/225,308	5,402,087	03/28/1995	Voltage Controlled Push-Push Oscillator
United States	09/097,261	6,127,962	10/03/2000	Image Rejection Mixer
United States	09/127,965	6,069,580	05/30/2000	Multi-Conversion Radar Detector Having Increased Tuning Range and Self-Calibrating Function
United States	10/304,991	6,779,765	08/24/2004	Mounting Device for a Radar Detector
United States	10/392,002	6,693,578	02/17/2004	Mixer Optimization for Active Radar Warning Receiver
Spain	99957123.5	1090456	01/14/2004	Image Rejection Mixer
Netherlands	99957123.5	1090456	01/14/2004	Image Rejection Mixer
Ireland	99934427.8	1145030	12/01/2004	Multi-Conversion Radar Detector Having Increased Tuning Range and Self-Calibrating Function
Great Britain	99957123.5	1090456	01/14/2004	Image Rejection Mixer
Great Britain	99934427.8	1145030	12/01/2004	Multi-Conversion Radar Detector Having Increased Tuning Range and Self-Calibrating Function

Country	Application Number	Patent Number	Issue/Grant Date	Title
Canada	2337077	2337077	07/08/2003	Multi-Conversion Radar Detector Having Increased Tuning Range and Self-Calibrating Function
Canada	2330964	2330964	01/20/2004	Image Rejection Mixer