

08-01-2000



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MRD 7/3/00

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
01/10/2000

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
01/10/2000

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

07/31/2000 DMGUYEN 00000125 75576572

01 FC:481
02 FC:482

40.00 DP
450.00 OP

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

TRADEMARK
REEL: 002112 FRAME: 0427

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75576572"/>	<input type="text" value="74621705"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1765584"/>	<input type="text" value="1281393"/>	<input type="text" value="1915810"/>
<input type="text" value="1985673"/>	<input type="text" value="1681876"/>	<input type="text" value="1949937"/>
<input type="text" value="1869304"/>	<input type="text" value="1866250"/>	<input type="text" value="1811466"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Linda A. Heban

Name of Person Signing

Linda A. Heban

Signature

6/29/00

Date Signed

EXHIBIT A

LEADERSHIP THROUGH. . .	1,460,310
MICRO EYE	1,309,767
QUICKDIAL	2,049,650
RSV	2,048,971
SHADOW TECHNOLOGY	1,706,363
SWINGMATE	1,874,533
VECTOR	1,493,929
VG-2 GUARD	1,983,085

1
2
3 **TRADEMARK AND TRADEMARK**
4 **APPLICATIONS SECURITY AGREEMENT**

5
6 **GB MASSACHUSETTS BUSINESS TRUST**
7
8
9

10
11
12 This Trademark and Trademark Application Security Agreement (the "TM Security
13 Agreement") is made as of the 10th day of January, 2000, by

14
15 Escort Bel Acquisition Corp. (the "Borrower"), an Illinois corporation with its principal
16 executive offices at 5440 West Chester Road, West Chester, Ohio 45069, in favor of

17
18 GB Massachusetts Business Trust (the "Lender"), a Massachusetts business trust with
19 offices executive offices at 40 Broad Street, Boston, Massachusetts 02109.

20
21 in consideration of the mutual covenants contained herein and benefits to be derived herefrom,

22
23 *WITNESSETH:*

24
25 1. **BACKGROUND:** The Borrower has executed and delivered to the Lender a
26 certain Commercial Promissory Note of even date, together with certain instruments, documents, and
27 agreements executed and delivered to the Lender in connection therewith, including, without limitation, a
28 certain Security Agreement of even date (as such Security Agreement may be modified, supplemented,
29 amended or restated from time to time, hereinafter, the "Security Agreement") pursuant to which a
30 credit facility has been established in favor of the Borrower and under which the Borrower's Liabilities
31 are to be secured by all of the Borrower's assets, including all Marks. (Terms used herein which are
32 defined in the Security Agreement are used as so defined).

33
34 2. **GRANT OF SECURITY INTEREST:** To secure the Liabilities, the Borrower hereby
35 creates a security interest in favor of the Lender, with power of sale (which power of sale shall be
36 exercisable only following the occurrence of an Event of Default) in and to the following and all proceeds
37 thereof, whether now owned or existing or hereafter acquired or arising (singly and collectively, the "TM
38 Collateral"):

1 (a) trademarks, registered trademarks, trademark applications, service marks, registered
2 service marks and service mark applications, including, without limitation, the trademarks, registered
3 trademarks, trademark applications, service marks, registered service marks and service mark
4 applications listed on the attached Schedule I and (i) all renewals thereof, (ii) all income, royalties,
5 damages and payments now and hereafter due and/or payable under and with respect thereto,
6 including, without limitation, payments under all licenses entered into in connection therewith and
7 damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past,
8 present and future infringements and dilutions thereof, (iv) the goodwill of the Borrower's business
9 symbolized by the foregoing and connected therewith and (v) all of the Borrower's rights corresponding
10 thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark
11 applications and service marks, registered service marks and service mark applications, together with
12 the items described in clauses (i)-(v) above in this Section 2.(a) are referred to collectively as the
13 "Trademarks"); and
14

15 (b) rights under or interests in any trademark license agreements or service mark license
16 agreements with any other party, whether the Borrower is a licensee or licensor under any such license
17 agreement, including, without limitation, those trademark license agreements and service mark license
18 agreements listed on the attached Schedule II, together with any goodwill connected with and
19 symbolized by any such trademark license agreements or service mark license agreements, and the
20 right to prepare for sale and sell any and all Inventory now or hereafter owned by the Borrower and now
21 or hereafter covered by such licenses (all of the foregoing are referred to collectively as the "Licenses").
22 Notwithstanding the foregoing provisions of this Section 2.(b), the Licenses do not include any license
23 agreement in effect as of the date of this Agreement which by its terms prohibits the grant of the security
24 contemplated by this Agreement; *provided, however*, that upon the termination of such prohibitions for
25 any reason whatsoever, the provisions of this Section 2.(b) are deemed to apply thereto automatically.
26

27 3.. **PROTECTION OF MARKS BY BORROWER:** The Borrower shall undertake
28 the following with respect to each items respectively described in Sections 2.(a) and 2.(b) (collectively,
29 the "**Marks**");

30 (a) Pay all renewal fees and other fees and costs associated with maintaining the
31 Marks and with the processing of the Marks.

32 (b) At the Borrower's sole cost, expense, and risk, pursue the prompt, diligent,
33 processing of each Application for Registration which is the subject of the security interest created herein
34 and not abandon or delay any such efforts.

1 (c) At the Borrower's sole cost, expense, and risk, take any and all action which
2 Borrower deems desirable to protect the Marks, including, without limitation, but subject to Borrower's
3 discretion, the prosecution and defense of infringement actions.
4

5 **4. BORROWER'S REPRESENTATIONS AND WARRANTIES:** The Borrower
6 represents and warrants that:

7 (a) **Schedules 1 and 2 hereto** include all of the registered trademarks, Federal
8 trademark applications, registered service marks and Federal service mark applications now owned by
9 the Borrower.

10 (b) All TM Collateral is and shall remain, free and clear of all liens, Encumbrances,
11 or security interests to any Person other than to the Lender and Bank One Canada (pursuant to the
12 terms and conditions of a that certain Subordination Agreement of even date between, among others,
13 the Borrower, the Lender, and Bank One Canada.

14 (c) The Borrower shall give the Lender written notice (with reasonable detail) within
15 Ten (10) days following the occurrence of any of the following:

16 (i) The Borrower's obtaining rights to, and filing applications for registration
17 of, any new trademarks, or service marks, or otherwise acquires ownership of any newly
18 registered trademarks, registered service marks, trademark applications, or service mark
19 applications, (other than the Borrower's right to sell products containing the trademarks of others
20 in the ordinary course of Borrower's business).

21 (ii) The Borrower's becoming entitled to the benefit of any registered
22 trademarks, trademark applications, trademark licenses, trademark license renewals, registered
23 service marks, service mark applications, service mark licenses or service mark license
24 renewals whether as licensee or licensor (other than Borrower's right to sell products containing
25 the trademarks of others in the ordinary course of Borrower's business).

26 (iii) The Borrower's entering into any new trademark license agreement or
27 service mark license agreement.
28

29 **5. AGREEMENT APPLIES TO FUTURE MARKS:**

30 (a) The provisions of this Security Agreement shall automatically apply to any such
31 additional property or rights described in 4.(c), above, all of which shall be deemed to be and treated as
32 "Marks" within the meaning of this TM Security Agreement.

33 (b) The Borrower hereby authorizes the Lender to take all such action to protect the
34 Lender's interest in and concerning any future registered trademarks, trademark applications, registered
35 service marks and service mark applications, written notice of which is so given, including, without

1 limitation, the modification of the Schedules attached hereto, *provided, however*, the Lender's taking of
2 such action shall not be a condition to the creation or perfection of the security interest created hereby.
3

4 **6.. BORROWER'S RIGHTS TO ENFORCE MARKS:** Prior the Lender's giving of
5 notice to the Borrower following the occurrence of an Event of Default, the Borrower shall have the
6 exclusive right to sue for past, present and future infringement of the Marks including the right to seek
7 injunctions and/or money damages, in an effort by Borrower to protect the Marks against encroachment
8 by third parties, *provided, however*.

9 (a) The Borrower first provides the Lender with written notice of the Borrower's
10 intention to so sue for enforcement of any Mark.

11 (b) Any money damages awarded or received by the Borrower on account of such
12 suit (or the threat of such suit) shall constitute TM Collateral.

13 (c) Following the occurrence of any Event of Default, the Lender, by notice to the
14 Borrower, may terminate or limit the Borrower's rights under this Section 6.
15

16 **7.. LENDER'S ACTIONS TO PROTECT MARKS:** In the event of

17 (a) the Borrower's failure, within Five (5) days of written notice from the Lender, to
18 cure any failure by the Borrower to perform any of the Borrower's obligations set forth in Section 3;
19 and/or

20 (b) the occurrence of any Event of Default, the Lender, acting in its own name or in
21 that of the Borrower, may (but shall not be required to) act in the Borrower's place and stead and/or in
22 the Lenders' own right in connection therewith.
23

24 **8.. RIGHTS UPON DEFAULT:** Upon the occurrence of any Event of Default and, as
25 may be applicable, subject to the provisions of the Subordination Agreement, the Lender may exercise
26 all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted
27 in Massachusetts (Massachusetts General Laws, Chapter 106), the Personal Property Security Act
28 (Ontario) (Canada), and any other legal or equitable rights and remedies available to the Lender with
29 respect to the Marks, in addition to which the Lender may sell, license, assign, transfer, or otherwise
30 dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Lender that
31 an Event of Default has occurred and that the Lender is authorized to exercise such rights and remedies.
32

33 **9.. LENDER AS ATTORNEY IN FACT:**

34 (a) The Borrower hereby irrevocably constitutes and designates the Lender as and
35 for the Borrower's attorney in fact, effective following the occurrence of any Event of Default and, as may

1 be applicable, subject to the provisions of the Subordination Agreement:

2 (i) To exercise any of the rights and powers referenced in Sections 3 and
3 5.(b).

4 (ii) To execute all such instruments, documents, and papers as the Lender
5 determines to be appropriate in connection with the exercise of such rights and remedies and to
6 cause the sale, license, assignment, transfer, or other disposition of the Marks.

7 (b) The within grant of a power of attorney, being coupled with an interest, shall be
8 irrevocable until this Agreement is terminated by a duly authorized officer of the Lender.

9 (c) The Lender shall not be obligated to do any of the acts or to exercise any of the
10 powers authorized by Section 9.(a) herein, but if the Lender elects to do any such act or to exercise any
11 of such powers, it shall not be accountable for more than it actually receives as a result of such exercise
12 of power, and shall not be responsible to the Borrower for any act or omission to act except for any act
13 or omission to act as to which there is a final determination made in a judicial proceeding (in which
14 proceeding the Lender has had an opportunity to be heard) which determination includes a specific
15 finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

16
17 10.. **LENDER'S RIGHTS:**

18 Any use by the Lender of the Marks, as authorized hereunder in connection with the exercise of
19 the Lenders' rights and remedies under this Agreement and under the Security Agreement shall be
20 coextensive with the Borrower's rights thereunder and with respect thereto and without any liability for
21 royalties or other related charges.

22
23 11.. **INTENT:** It is intended that this Agreement supplement the Security Agreement.

24 All provisions of the Security Agreement shall apply to the Marks. The Lender shall have the same
25 rights, remedies, powers, privileges and discretions, with respect to the security interests created in the
26 TM Collateral as in all other Collateral. In the event of a conflict between this Agreement and the
27 Security Agreement, the terms of this Agreement shall control with respect to the TM Collateral and the
28 Security Agreement with respect to all other Collateral.

29
30 12.. **CHOICE OF LAWS:** It is intended that this Agreement take effect as a sealed
31 instrument and that all rights and obligations hereunder, including matters of construction, validity, and
32 performance, shall be governed by the laws of The Commonwealth of Massachusetts.

1 IN WITNESS WHEREOF, the Borrower and the Lender respectively have caused this
2 Agreement to be executed by their respective duly authorized officers as of the date first above written.
3

4 ESCORT BEL ACQUISITION CORP.

GB MASSACHUSETTS BUSINESS TRUST

5
6 (The "Borrower")

(The "Lender")

7
8
9 By [Signature]

By [Signature]

10
11 Title: CEO

Title: Agent

12
13 State of Illinois
14 COUNTY OF LAKE, SS

15
16 Then personally appeared before me M. Coleman who acknowledged that such person is the
17 duly authorized CEO of ESCORT BEL ACQUISITION CORP. and that such person had executed
18 the foregoing instrument on its behalf.

19
20 Witness my hand and seal this 10 day of JANUARY, 2020

21
22 [Signature]
23 , Notary Public
24 My Commission Expires: N/C

25
26
27 THE STATE OF NEW YORK
28 COUNTY OF SUFFERN

29
30 Then personally appeared before me Wanda Torres who acknowledged that such person is the
31 duly authorized Agent of GB MASSACHUSETTS BUSINESS TRUST; and that such person
32 executed the foregoing instrument on its behalf.

33
34 Witness my hand and seal this 10 day of JANUARY, 2020

35
36 [Signature]
37 , Notary Public
38 My Commission Expires: 03/01/20

39
40
41 534046.2

02PA5031484

SCHEDULE I

Trademarks

1. TRADE MARKS - CANADA

Mark	Registration/ Application Number
ADVANCED PROTECTION SYSTEM	A 894,493
BEL LOGO	R 323,398
BEL-TRONICS LIMITED	R 487,402
CALL REJECT	R 425,778
CLEAR AS A BEL	R 322,393
COMPUHETERODYNE	R 284,130
ESPRIT	R 387,356
FMT	R 376,948
FMT-FUNDAMENTAL MIXER TECHNOLOGY	R 378,962
FULL DIMENSIONAL SOUND	R 423,432
IRT	R 354,183
IRT-IMAGE REJECTION TECHNOLOGY	R 354,182
LASERALERT	R 412,951
LEADERSHIP THROUGH INNOVATION AND	R 434,736

Mark	Registration/ Application Number
TECHNOLOGY	
LEGEND	R 378,118
MICRO EYE EXPRESS	R 326,647
MULTILINK	R 450,884
PREFERRED CALLER MEMORY	R 456,009
QUANTUM	R 326,678
QUEST	R 334,721
QUICKDIAL	R 459,999
RSV	R 376,947
RSV-RADAR SIGNAL VERIFICATION	R 378,963
SHADOW TECHNOLOGY	R 396,415
SIGNAL CONCENTRATOR	R 293,733
ST	R 393,363
SWINGMATE	R 420,340
SWINGMATE TAKES THE GUESS WORK OUT OF YOUR SWING	R 423,759
THE INTELLIGENT CHOICE	R 352,043
VECTOR	R 325,778
VG-2 GUARD	R 456,010

2. TRADE MARKS - U.S.

Mark	Registration/ Application Number
ADVANCED PROTECTION	A 75-576572

SYSTEM	
BEL LOGO	R 1,765,584
COMPUHETERODYNE	R 1,281,393
DTL	R 1,915,810
DUAL TRACKING LASER	R 1,985,673
EXPRESS	R 1,681,876
FMT	R 1,949,937
FMT-FUNDAMENTAL MIXER ...	R 1,869,304
FULL DIMENSIONAL SOUND	R 1,866,250
LASERALERT	R 1,811,466
LEADERSHIP THROUGH ...	R 1,860,310
MICRO EYE	R 1,309,767
MULTILINK	A 74-621705
QUICKDIAL	R 2,049,650
RSV	R 2,048,971
SHADOW TECHNOLOGY	R 1,706,363
SWINGMATE	R 1,874,533
VECTOR	R 1,493,929
VG-2 GUARD	R 1,983,085

3. TRADE MARKS - AUSTRALIA

Mark	Registration/ Application Number
BEL	R 505,146

BEL and design	R 547,807
BEL-TRONICS	R 547,808

4. TRADE MARKS – BENELUX

Mark	Registration/ Application Number
BEL and design	R 413,474
BELTRONICS	R 413,475

5. TRADE MARKS – EUROPEAN COMMUNITY

Mark	Registration/ Application Number
VECTOR EUROPA	A 1,058,288
VECTOR	A 1,045,665

6. TRADE MARKS - FRANCE

Mark	Registration/ Application Number
BEL and design	R 1,327,629

BELTRONICS	R 1,327,630
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7. TRADE MARKS - GERMANY

Mark	Registration/ Application Number
BELTRONICS	R 1,089,997

SCHEDULE II

Licenses

License Agreement dated May 20, 1999, between Bel-Tronics Radar Limited Partnership I, Bel-Tronics Radar Limited Partnership II and Belstar.

License Agreement dated as of or about January 10, 2000, between Escort-Bel Acquisition Corp. and Radar Euro Inc.

Manufacturing Agreement dated as of or about January 10, 2000, between Escort-Bel Acquisition Corp. and Radar Euro Inc.