

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LoJack Corporation		01/01/2003	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	LoJack Operating Company LP
Street Address:	200 Lowder Brook Drive
City:	Westwood
State/Country:	MASSACHUSETTS
Postal Code:	02090
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	76628789	LOJACK LOCATE
Serial Number:	76642613	LOJACK FOR LAPTOPS
Registration Number:	2690538	LO/JACK
Registration Number:	2695299	THE LOJACK TRACKER
Registration Number:	2690537	
Registration Number:	3033776	LOJACK. GET IT. AND GET IT BACK.
Registration Number:	2690539	LOJACK

CORRESPONDENCE DATA

Fax Number: (617)338-2880
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-338-2943
 Email: kherman@sandw.com
 Correspondent Name: Kim Herman
 Address Line 1: One Post Office Square

CH \$190.00 76628789

Address Line 2: Sullivan & Worcester LLP
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	17344.229
NAME OF SUBMITTER:	Kim Herman
Signature:	/Kim Herman/
Date:	06/21/2007

Total Attachments: 6

source=Assignment & Contribution Agr- LoJack to Operating executed version June 21 2007#page1.tif
source=Assignment & Contribution Agr- LoJack to Operating executed version June 21 2007#page2.tif
source=Assignment & Contribution Agr- LoJack to Operating executed version June 21 2007#page3.tif
source=Assignment & Contribution Agr- LoJack to Operating executed version June 21 2007#page4.tif
source=Assignment & Contribution Agr- LoJack to Operating executed version June 21 2007#page5.tif
source=Assignment & Contribution Agr- LoJack to Operating executed version June 21 2007#page6.tif

ASSIGNMENT AND CONTRIBUTION AGREEMENT

THIS ASSIGNMENT AND CONTRIBUTION AGREEMENT, dated as of January 1, 2003, is by and between LOJACK CORPORATION, a Massachusetts corporation (the "General Partner") and LOJACK OPERATING COMPANY, L.P., a Delaware limited partnership (the "Partnership").

WHEREAS, the General Partner wishes to contribute certain assets to the Partnership in exchange for a 1% limited partnership interest in the Partnership (the "General Partnership Interest") on the terms set forth below; and

WHEREAS, the Partnership wishes to accept such contribution.

NOW, THEREFORE, the General Partner and the Partnership agree as follows:

Section 1. Contribution of Assets.

1.1. The General Partner, as of January 1, 2003, shall assign a 1% undivided right, title and interest in and to the assets more fully described on Schedule 1 hereto (the "Contributed Assets"), to the Partnership, such contribution to be effectuated by the transfer on the books of the General Partner of the Contributed Assets and the execution of a Schedule A to the Agreement of Limited Partnership of the Partnership indicating that the General Partner is the owner of a 1% General Partnership Interest in the Partnership.

1.2. The General Partner hereby transfers the Contributed Assets directly to the Partnership.

1.3. The Partnership agrees to accept and hereby acknowledges receipt of the Contributed Assets from the General Partner and agrees to reflect the same on the books and records of the Partnership.

1.4. Effective Date: The transactions contemplated by this agreement shall be effective as of January 1, 2003 (the "Effective Date"), simultaneously with the execution of the Agreement of Limited Partnership of the Partnership.

Section 2. Conveyance of Assets

2.1. Contributed Assets. Pursuant to the terms and conditions of this Agreement, as of the Effective Date, General Partner hereby agrees to convey, assign, transfer and deliver to the Partnership, and the Partnership hereby agrees to accept and acquire from General Partner, all of General Partner's right, title and interest in and to the Contributed Assets, which conveyance, assignment and transfer shall be effected by, through and pursuant to a Bill of Sale to be delivered by General Partner to the Partnership, generally in the form of Exhibit A, which is attached hereto and incorporated herein by reference. Notwithstanding the foregoing, the parties expressly agree that in the event the conveyance and assignment of any of the Contributed Assets as herein contemplated would be ineffective as between General Partner and the Partnership without the consent of any third party, or would serve as a cause for terminating or invalidating any of the Contributed Assets, or would cause or serve as a cause for the loss of ownership of any of the Contributed Assets, then any Contributed Assets affected by such lack of third-party consent will be temporarily excluded from the conveyance and assignment effected via the Bill of Sale; provided, however, that General Partner agrees to exercise its best efforts to obtain any requisite consent, and further agrees to hold and maintain, to the greatest extent possible, the affected Contributed Assets for the use and benefit of Subsidiary until the requisite consent has been obtained.

Upon the obtaining of any applicable consent, the parties agree that no further conveyance or assignment shall be required, and that full and complete title to the affected Contributed Assets shall be deemed to vest automatically in the Partnership.

2.2. Failure to List; Excluded Assets. The parties expressly agree that the Contributed Assets to be conveyed by General Partner to the Partnership are limited to and are as expressly set forth in Schedule 1, and that the failure of the Partnership and General Partner to list any asset or group of assets in such Schedule conclusively shall be deemed and interpreted to mean that such omitted asset group or group of assets are not to be transferred to the Partnership hereunder. Without limiting the generality of the foregoing, the parties acknowledge and agree that General Partner is, specifically but without limitation, retaining title to and possession of, and is not conveying, transferring, assigning or delivering to the Partnership, all or any portion of General Partner's right, title or interest in or to General Partner's cash, accounts receivable, and work in process.

2.3. Liabilities Assumed. The Partnership hereby accepts the assignment of and expressly assumes responsibility for the payment or discharge of any and all liabilities or obligations of every kind and description with respect to the Contributed Assets, and specifically agrees to defend, indemnify and hold General Partner and its successors and assigns, harmless from and against any and all costs, claims, liabilities, expenses, and obligations of every kind and description directly or indirectly arising from or relating to the liabilities assumed hereunder, which indemnity obligation shall be deemed to survive in all respects the transfer of the Contributed Assets as contemplated herein.

Section 3. Miscellaneous.

3.1. Representations of General Partner:

- a) The General Partner hereby acknowledges that the General Partnership Interest has not been registered under the Securities Act of 1933, as amended (the "Act"), or any state securities law ("Blue Sky Law") and that the General Partnership Interest constitutes "restricted securities" within the meaning of the rules promulgated under the Act.
- b) The General Partner hereby represents the General Partnership Interest is being acquired for its own account for investment and not with a view to or for sale in connection with any distribution thereof, and that there is no present intention of selling or distributing any part of the General Partnership Interest. The General Partner further represents that there is no reason to anticipate any change in these circumstances or any other particular occasion or event which would cause the General Partner to sell or distribute any of the General Partnership Interest.
- c) The General Partner agrees that it will make no sale, assignment or transfer of all or any part of the General Partnership Interest in the absence of an effective registration statement under the Act and under applicable Blue Sky Law relating to such transfer of the General Partnership Interest or an opinion of counsel that registration under the Act or Blue Sky Law is not required.

3.2. Entire Agreement. This Assignment and Contribution Agreement embodies the entire agreement and understanding among the General Partner and the Partnership with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

3.3. Amendments and Waivers. This Assignment and Contribution Agreement may be amended and the observance of any term of this Assignment and Contribution Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), with the consent of the General Partner and the Partnership. Any amendment or waiver effected in accordance with this Section shall be binding upon each party. No waivers of or exceptions to any term, condition or provision of this Contribution Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

3.4. Counterparts. This Assignment and Contribution Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document.

3.5. Section Headings. The section headings are for the convenience of the parties and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

3.6. Severability. The invalidity or unenforceability of any provision of this Assignment and Contribution Agreement shall not affect the validity or enforceability of any other provision of this Contribution Agreement.


3.7. Governing Law. This Assignment and Contribution Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

3.8. Successors and Assigns. This Assignment and Contribution Agreement shall be binding upon and shall inure to the benefit of the General Partner and the Partnership and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the General Partner and Partnership have caused this Assignment and Contribution Agreement to be executed and delivered as of the date first above written.

LOJACK CORPORATION

By: 
Joseph E. Abely, President

PARTNERSHIP:

LOJACK OPERATING COMPANY, L.P.

By: LOJACK CORPORATION, its General
Partner

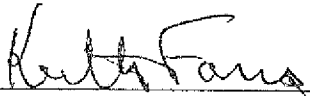
By: 
Keith E. Farris, Vice President

Exhibit A

ASSIGNMENT AND BILL OF SALE

THIS BILL OF SALE, entered into the 1st day of January, 2003, is made, executed and delivered by LOJACK CORPORATION, a Massachusetts corporation ("Transferor"), in favor of LOJACK OPERATING COMPANY, L.P., a Delaware limited partnership ("Transferee").

WITNESSETH:

WHEREAS, Transferor and Transferee have entered into that certain Contribution Agreement of even date herewith, whereby Transferor has agreed to transfer, assign and convey to Transferee and Transferee has agreed to accept and assume from Transferor, certain assets as more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Assets").

NOW, THEREFORE, Transferor, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, by these presents does hereby transfer, assign and convey the Assets to Transferee, its successors and assigns.

TO HAVE AND TO HOLD, the Assets hereby conveyed on the terms and conditions and subject to the limitations as more particularly set forth in the Conveyance Agreement, all of which are hereby incorporated by reference as if fully set forth herein.

IN WITNESS WHEREOF, Transferor has caused this Bill of Sale to be executed by a duly authorized officer, and thereafter delivered to Transferee, all as of the day and year first above written.

LOJACK CORPORATION

By: _____
Joseph F. Abely
President

ATTEST:

[Corporate Seal]

Exhibit A

CONTRIBUTED ASSETS

The Software, the Patents, the Trademarks, and the Proprietary Information.

SOFTWARE

The Software programs which are required to operate the LoJack System.

PATENTS

All Patents now or hereafter issued to or owned or used by the transferor or licensed to transferor covering the LoJack System and components thereof.

LOJACK SYSTEM

A system for locating and recovering stolen motor vehicles utilizing VLUs, the Registration System, a system for activating VLUs after report of a theft (the "Vehicle Activation Computer and Vehicle Activation Transmitter(s)"), and a directional tracking unit designed for installation in vehicles (the "Vehicle Tracking Computers" or "VTUs").

TRADEMARKS

All trademarks and trade names and logos now or hereafter owned by or licensed to transferor, including the term "LOJACK", and used in connection with the sale of LoJack Products or the operation of the LoJack System.

PROPRIETARY INFORMATION

All information, data, analyses, compilations, reports or interpretations relating to technical, product, marketing, financial, and business information, including but not limited to, know-how, research, product plans, products, services, designs, drawings, engineering, hardware, configuration information, object code, source code, interpretations, forecasts and records. The design details and operating characteristics of the LoJack System, information relating to the installation of VLUs in motor vehicles, and all other aspects of the LoJack System treated as confidential by transferor and its affiliates or not generally known, including all related software, file structures, documentation, algorithms and related software concepts, and all aspects of the Registration System, except as otherwise provided herein.

REGISTRATION SYSTEM

A method of assigning code numbers and uniquely identifying VLUs.