

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340370

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LoJack Corporation		04/29/2015	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Citizens Bank, N.A. (f/k/a RBS Citizens, N.A.)
Street Address:	28 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2690537	
Registration Number:	2690539	LOJACK
Registration Number:	4602801	LOJACK
Registration Number:	1482211	LO-JACK
Registration Number:	2690538	LO/JACK
Registration Number:	4614767	LOJACK
Registration Number:	2830728	LO JACK EARLY WARNING
Registration Number:	3265559	LOJACK FOR LAPTOPS
Registration Number:	4014763	REUNITEIT
Registration Number:	2695299	THE LOJACK TRACKER
Registration Number:	1653600	LOJACK PREVENT

CORRESPONDENCE DATA

Fax Number: 6172484000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: tadmin@choate.com

Correspondent Name: Elizabeth A. Walker

Address Line 1: Two International Place

Address Line 2: Choate Hall & Stewart LLP

OP \$290.00 2690537

Address Line 4:	Boston, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	2007593-0028
NAME OF SUBMITTER:	Elizabeth A. Walker
SIGNATURE:	/Elizabeth A. Walker/
DATE SIGNED:	05/05/2015
Total Attachments: 6 source=Citizens_LoJack_ Trademark Security Agreement (executed)_pdf#page1.tif source=Citizens_LoJack_ Trademark Security Agreement (executed)_pdf#page2.tif source=Citizens_LoJack_ Trademark Security Agreement (executed)_pdf#page3.tif source=Citizens_LoJack_ Trademark Security Agreement (executed)_pdf#page4.tif source=Citizens_LoJack_ Trademark Security Agreement (executed)_pdf#page5.tif source=Citizens_LoJack_ Trademark Security Agreement (executed)_pdf#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 29, 2015, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Citizens Bank, N.A. ("Citizens"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Multicurrency Revolving Credit Agreement, dated as of December 29, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among LOJACK CORPORATION, a Massachusetts corporation ("LoJack"), and the Subsidiaries of LoJack listed on Schedule 1 attached thereto (collectively with LoJack, the "Borrower"), the Lenders from time to time party thereto and Citizens, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Security Agreement, dated as of December 29, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent (the "Security Agreement"), to secure the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver this Trademark Security Agreement;

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

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

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark 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.

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

Section 5. Counterparts. This Trademark 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 Trademark 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 Commonwealth of Massachusetts.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

LOJACK CORPORATION,
as Grantor

By: 

Name: Kenneth L. Dumas
Title: Senior Vice President, Chief Financial
Officer and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

CITIZENS BANK, N.A.
as Administrative Agent

By: _____
Name: Robert Anastasio
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005510 FRAME: 0343

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

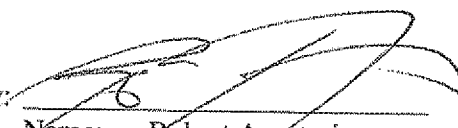
Very truly yours,

LOJACK CORPORATION,
as Grantor

By: _____
Name: Kenneth L. Dumas
Title: Senior Vice President, Chief Financial
Officer and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

CITIZENS BANK, N.A.
as Administrative Agent

By: 
Name: Robert Anastasio
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005510 FRAME: 0344

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

See Attached.

Schedule 1 to Trademark Security Agreement

TrademarkName	CountryName	RegNumber	RegDate
LIGHTNING BOLT DESIGN MARK (LOJACK (LOGO))	United States of America	2,690,537	2/25/2003
LOJACK	United States of America	2,690,539	2/25/2003
LOJACK	United States of America	85/883,821 (Serial No.)	3/22/2013 (application)
LOJACK	United States of America	4,602,801	9/9/2014
LOJACK & Design	United States of America	1,482,211	3/29/1988
LOJACK & Design	United States of America	2,690,538	2/25/2003
LOJACK & Design	United States of America	85/944,833 (Serial No.)	5/29/2013 (application)
LOJACK and Design	United States of America	4,614,767	9/30/2014
LOJACK EARLY WARNING & Design	United States of America	2,830,728	4/6/2004
LOJACK FOR LAPTOPS	United States of America	3,265,559	7/17/2007
REUNITEIT	United States of America	4,014,763	8/23/2011
THE LOJACK TRACKER	United States of America	2,695,299	3/11/2003
LOJACK PREVENT	United States of America	1653600	8/13/1991