

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM422455

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Road-iQ, LLC		04/03/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	People's United Bank, N.A.		
<b>Street Address:</b>	850 Main Street		
<b>City:</b>	Bridgeport		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06604		
<b>Entity Type:</b>	a national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4253784	ROAD-IQ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8602860115		
<i>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.</i>			
<b>Phone:</b>	(860)286-2929		
<b>Email:</b>	TM-CT@cantorcolburn.com		
<b>Correspondent Name:</b>	Christopher J. Whalley		
<b>Address Line 1:</b>	Cantor Colburn LLP		
<b>Address Line 2:</b>	20 Church Street, 22nd Floor		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103-3207		
<b>ATTORNEY DOCKET NUMBER:</b>	EAS0003AN		
<b>NAME OF SUBMITTER:</b>	Christopher J. Whalley		
<b>SIGNATURE:</b>	/cjw/		
<b>DATE SIGNED:</b>	04/04/2017		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated as of April 3, 2017 (but effective as of April 1, 2017), is made by Road-iQ, LLC, a Delaware limited liability company (the "Grantor"), in favor of People's United Bank, National Association, a national banking association organized under the laws of the United States of America (the "Grantee").

Reference is made to that certain Amended and Restated Loan Agreement dated as of April 3, 2017 (but effective as of April 1, 2017) (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Loan Agreement"), by and between the Grantor's ultimate parent corporation, The Eastern Company, a Connecticut corporation (the "Borrower"), and the Grantee. The Grantor has unconditionally guaranteed the indebtedness of the Borrower to the Grantee under the Loan Agreement pursuant to that certain Unconditional, Unlimited Continuing Guaranty of Payment and Performance dated as of April 3, 2017 (but effective as of April 1, 2017) (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty"). The Grantee has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Loan Agreement.

Whereas, as a condition precedent to the Grantee's extension of such credit to the Borrower, and as collateral security for the Grantor's indebtedness to the Grantee under the Guaranty, the Grantor has executed and delivered to the Grantee that certain Security Agreement dated as of April 3, 2017 (but effective as of April 1, 2017) (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

Whereas, under the terms of the Security Agreement, the Grantor has granted to the Grantee a continuing first priority security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Loan Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Guaranty and Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Grantee a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, including, without limitation, the Trademarks set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by the Grantor to the Grantee under this Trademark Security Agreement is made to secure the payment and performance, as the case may be, in full of the Obligations.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

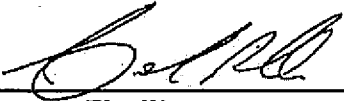
SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

ROAD-iQ, LLC, Grantor

By:   
Gene A. Finelli  
Its Secretary and Treasurer  
Duly Authorized

PEOPLE'S UNITED BANK, NATIONAL  
ASSOCIATION, Grantee

By: \_\_\_\_\_  
Kevin J. Dolan  
Its Senior Commercial Loan Officer, SVP

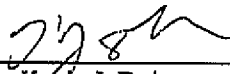
*[Signature Page to Trademark Security Agreement]*

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Its Secretary and Treasurer  
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**PEOPLE'S UNITED BANK, NATIONAL  
ASSOCIATION, Grantee**

By:  \_\_\_\_\_  
Kevin J. Dolan  
Its Senior Commercial Loan Officer, SVP

*[Signature Page to Trademark Security Agreement]*

SCHEDULE A TO ROAD-IQ, LLC TRADEMARK SECURITY AGREEMENT

Registration Number	Word Mark	Jurisdiction
4253784	Road-IQ	USA