

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468569

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CalAmp Corp.		03/30/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	270 Park Avenue, 42nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87444870	CRASHBOXX	
Serial Number:	87164789	CALAMP	
Serial Number:	87142080	CALAMP	
Serial Number:	86619213	SKYSMART	
Serial Number:	74635171	RADIOCONNECT	
Serial Number:	74377991	CALIFORNIA AMPLIFIER	
Serial Number:	74377325	CALIFORNIA AMPLIFIER	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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>			
Phone:	619-699-2700		
Email:	susan.reynolds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	04/04/2018		

CH \$190.00 87444870

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of March 30, 2018 by and between JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below, and CALAMP CORP., a Delaware corporation ("Grantor").

RECITALS

A. Administrative Agent has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Credit Agreement by and between Administrative Agent and Grantor dated the date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the "Credit Agreement"). Administrative Agent is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Administrative Agent a security interest in the Collateral, including certain Trademarks and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Security Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"; capitalized terms used herein are used as defined in the Credit Agreement), by and between Administrative Agent, CALAMP CORP., and CALAMP WIRELESS NETWORKS CORPORATION, CALAMP RADIO SATELLITE INTEGRATORS, INC., and LOJACK CORPORATION (each a "Guarantor", and collectively, the "Guarantors"), Grantor has granted to Administrative Agent a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Grantor grants and pledges to Administrative Agent a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything contained in this Agreement to the contrary, the term "Intellectual Property Collateral" shall not include: (i) any property if such grant of a security interest or pledge is prohibited by applicable law, rule or regulation or requires any governmental consent, approval, license or authorization with respect to such grant of a security interest or pledge, except to the extent that consent, approval, license or authorization has been received; (ii) any intent-to-use US trademark application for which an amendment to allege use or statement of use has not been filed and accepted by the US Patent and Trademark Office (provided that each such intent-to-use application shall be considered Collateral immediately and automatically upon such filing and acceptance); (iii) the Excluded Accounts; or (iv) the Excluded Assets.

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Grantor hereby authorizes Administrative Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Administrative Agent with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.



GRANTOR:

CALAMP CORP.

By: Kurtis Binder

Name: Kurtis Binder

Title: Executive Vice President, Chief
Financial Officer and Treasurer

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006357 FRAME: 0752

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

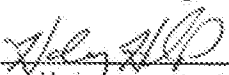
GRANTOR:

CALAMP CORP.

By: _____
Name: _____
Title: _____

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By:  _____
Name: NANCY HESSLER
Title: AUTHORIZED OFFICER

{Signature Page to Intellectual Property Security Agreement}

TRADEMARK
REEL: 006357 FRAME: 0753

EXHIBIT A

Copyrights

Description

None

Registration/
Application/
Number

Registration/
Application/
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Dual mode/dual band feed structure	5216432	6/1/93
Microwave filter fabrication method and filters therefrom	5225799	7/6/93
Integrated microwave antenna/downconverter	5440319	8/8/95
Wireless direct-sequence spread spectrum TDMA communications system	5488631	1/30/96
Encryption/decryption process and apparatus for a multichannel television system	5488659	1/30/96
Subscriber site method and apparatus for decoding and selective interdiction of television channels	5682426	10/28/97
Antenna/amplifier and method for receiving orthogonally-polarized signals	5737698	4/7/98
Low cross polarization and broad bandwidth	5793258	8/11/98
End-fire array antennas with divergent reflector	5889498	3/30/99
Interface modules and methods for coupling combined communication signals to communication receivers	5898455	3/30/99
Grid antennas and methods with efficient grid spacing	6188370	2/13/01
Transceiver systems and methods that preserve frequency order when downconverting communication signals and upconverting data signals	6324379	11/27/01
Muting systems and methods for communication transceivers	6363241	3/26/02
Dual-polarity low-noise block downconverter systems and methods	6424817	7/23/02
High-efficiency transparent microwave antennas	6933891	8/23/05
Compact bidirectional repeaters for wireless communication systems	7009573	3/7/06
Systems and methods for collecting information from vehicle devices via a vehicle data bus	9171460	10/27/15
Systems and methods for location reporting of detected events in vehicle operation	9406222	8/2/16
Multi-stage antenna optimized for reception within multiple frequency bands	5666126	9/9/97
An application process in communication system using central processor for forwarding request to destination processor based on connection status	8001174	8/16/11

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Multiband antenna including antenna elements connected by a choking circuit	8416138	4/9/13
Systems and methods for virtual ignition detection	8489271	7/16/13
Methods and systems of manufacturing and monitoring vehicle tracking device inventories	8650098	2/11/14
Systems and methods for collecting information from vehicle devices via a vehicle data bus	8812173	8/19/14
Systems and methods for virtual ignition detection	9002538	4/7/15
Dynamic beacon rates and fixed ad hoc modes in ad hoc networks	9204368	12/1/15
Systems and methods for 3-axis accelerometer calibration	9217757	12/22/15
Remotely managed data radios including remote management capabilities	9271190	2/23/16
Antenna	D414187	9/21/99
Multiple network mode selection devices	13560690	7/27/12
Systems and methods for efficient characterization of acceleration events	13683446	11/21/12
Systems and methods for low latency 3-axis accelerometer calibration	13770917	2/19/13
High entropy random bit source	9335971	5/10/16
Systems and methods for 3-axis accelerometer calibration and vertical sample buffers	9459277	10/4/16
Systems and methods for determining vehicle operational status	9644977	5/9/17
Systems and methods for driver and vehicle tracking	9648579	5/9/17
Systems and methods for impact detection with noise attenuation of sensor signal	14737197	6/11/15
Systems and methods for crash determination	15205385	7/8/16
Systems and methods for location reporting of detected events in vehicle operation	15223094	7/29/16
Systems and methods for 3-axis accelerometer calibration and vertical sample buffers	15284044	10/3/16
Systems and methods for determining vehicle operational status	15586122	5/3/17
Systems and methods for driver and vehicle tracking	15586131	5/3/17
Wireless communication structures and methods with enhanced range and performance	7035652	4/25/06

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DC restoration circuit for a radio receiver	6661858	12/9/03
Vehicle tracking unit with downloadable codes and associated methods	90013851	10/28/16
Systems and methods crash determination with noise filtering	15241517	8/19/16
Systems and methods for radio access interfaces	15430400	2/10/17
Systems and methods for tracking multiple collocated assets	15373277	12/8/16
Systems and methods for failsafe firmware upgrades	62532834	7/14/17
Vectorial combiner for diversity reception in rf transceivers	7103118	9/5/06
Adaptive duty cycle Management method and System for radio transmitters	6950404	9/27/05
Adaptive duty cycle management method and system for radio transmitters	7558232	7/7/09
Spatial diversity wireless communications (radio) receiver	6853694	2/8/05

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application/ <u>Number</u>	Registration/ Application/ <u>Date</u>
CRASHBOXX	87444870	5/10/17
CALAMP	87164789	9/8/16
CALAMP	87142080	8/17/16
SKYSMART	86619213	5/4/15
RADIOCONNECT	74635171	2/17/95
CALIFORNIA AMPLIFIER	74377991	4/8/93
CALIFORNIA AMPLIFIER	74377325	4/8/93