

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
LoJack Corporation	12/29/2009

RECEIVING PARTY DATA

Name:	RBS Citizens, N.A., as Administrative Agent and Collateral Agent
Street Address:	28 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109

PROPERTY NUMBERS Total: 27

Property Type	Number
Patent Number:	5917423
Patent Number:	6229988
Patent Number:	6522698
Patent Number:	6665613
Patent Number:	6876858
Patent Number:	6847825
Patent Number:	7536169
Application Number:	10241259
Patent Number:	7106211
Patent Number:	7561102
Patent Number:	7593711
Application Number:	11131848
Patent Number:	7511606
Application Number:	11229736
Application Number:	11438586

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Application Number:	11716793
Application Number:	12378242
Application Number:	12455927
Application Number:	12586054
Application Number:	12381381
Application Number:	11131847
Application Number:	12589366
Application Number:	12589367
Application Number:	61279630
Application Number:	12589288
Application Number:	12589430
Application Number:	12589431

CORRESPONDENCE DATA

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NAME OF SUBMITTER:	Stacey Mordas
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Total Attachments: 59
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SECURITY AGREEMENT

Dated as of December 29, 2009

among

LOJACK CORPORATION

and

Each Grantor From Time to Time Party Hereto

and

RBS CITIZENS, N.A.
as Administrative Agent and Collateral Agent

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SECURITY AGREEMENT, dated as of December 29, 2009, by LOJACK CORPORATION, a Massachusetts corporation ("LoJack") and each of the other entities listed on the signature pages hereof or that becomes a party hereto pursuant to Section 7.6 (together with LoJack, the "Grantors"), in favor of RBS Citizens, 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 and each other Secured Party (each 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 modified from time to time, the "Credit Agreement") among the Borrowers, Administrative Agent, and the Lenders from time to time party thereto, Citizens, as administrative agent for the Lenders, and the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor will derive substantial direct and indirect benefits from the making of the extensions of credit under the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Administrative Agent;

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 Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

ARTICLE I

Defined Terms

Section 1.1. Definitions Capital terms used herein without definition are used as defined in the Credit Agreement.

(b) The following terms have the meanings given to them in the UCC and terms used herein without definition that are defined in the UCC have the meanings given to them in the UCC (such meanings to be equally applicable to both the singular and plural forms of the terms defined): "account", "account debtor", "as-extracted collateral", "certificated security", "chattel paper", "commercial tort claim", "commodity contract", "deposit account", "electronic chattel paper", "equipment", "farm products", "fixture", "general intangible", "goods", "health-care-insurance receivable", "instruments", "inventory", "investment property", "letter-of-credit right",

“proceeds”, “record”, “securities account”, “security”, “supporting obligation” and “tangible chattel paper”.

(c) The following terms shall have the following meanings:

“Agreement” means this Security Agreement.

“Applicable IP Office” means the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency within or outside the United States.

“Cash Collateral Account” means a deposit account or securities account in the name of the Borrower and under the sole control (as defined in the applicable UCC) of the Administrative Agent and (a) in the case of a deposit account, from which the Borrower may not make withdrawals except as permitted by the Administrative Agent and (b) in the case of a securities account, with respect to which the Administrative Agent shall be the entitlement holder and the only Person authorized to give entitlement orders with respect thereto.

“Cash Equivalents” means (a) any readily-marketable securities (i) issued by, or directly, unconditionally and fully guaranteed or insured by the United States federal government or (ii) issued by any agency of the United States federal government the obligations of which are fully backed by the full faith and credit of the United States federal government, (b) any readily-marketable direct obligations issued by any other agency of the United States federal government, any state of the United States or any political subdivision of any such state or any public instrumentality thereof, in each case having a rating of at least “A-1” from S&P or at least “P-1” from Moody’s, (c) any commercial paper rated at least “A-1” by S&P or “P-1” by Moody’s and issued by any Person organized under the laws of any state of the United States, (d) any time deposit, insured certificate of deposit, overnight bank deposit or bankers’ acceptance issued or accepted by (i) any Lender or (ii) any commercial bank that is (A) organized under the laws of the United States, any state thereof or the District of Columbia, (B) “adequately capitalized” (as defined in the regulations of its primary federal banking regulators) and (C) has Tier 1 capital (as defined in such regulations) in excess of \$250,000,000 and (e) shares of any money market fund that (i) has substantially all of its assets invested continuously in the types of investments referred to in clause (a), (b), (c) or (d) above with maturities as set forth in the proviso below, (ii) has net assets in excess of \$500,000,000, (iii) repurchase agreements which are entered into with a commercial bank described in clause (d)(ii) above and which are secured by securities described in clause (a) above, and (iv) has obtained from either S&P or Moody’s the highest rating obtainable for money market funds in the United States; provided, however, that the maturities of all obligations specified in any of clauses (a), (b), (c) and (d) above shall not exceed 365 days.

“Collateral” has the meaning specified in Section 2.1.

“Constituent Documents” means, with respect to any Person, collectively and, in each case, together with any modification of any term thereof, (a) the articles of incorporation, certificate of incorporation, constitution or certificate of formation of such Person, (b) the bylaws, operating agreement or joint venture agreement of such Person, (c) any other constitutive, organizational or governing document of such Person, whether or not equivalent, and (d) any other document setting forth the manner of election or duties of the directors, officers or managing members of such Person or the designation, amount or relative rights, limitations and preferences of any Stock of such Person.

“Control Agreement” means, with respect to any deposit account, any securities account, commodity account, securities entitlement or commodity contract, an agreement, in form and substance satisfactory to the Administrative Agent, among the Administrative Agent, the financial institution or other Person at which such account is maintained or with which such entitlement or contract is carried and the Loan Party maintaining such account, effective to grant “control” (as defined under the applicable UCC) over such account to the Administrative Agent.

“Controlled Securities Account” means each securities account or commodity account (including all financial assets held therein and all certificates and instruments, if any, representing or evidencing such financial assets) that is the subject of an effective Control Agreement and that is maintained by any Loan Party with a securities intermediary or commodity intermediary reasonably acceptable to the Administrative Agent.

“Domestic Person” means any “United States person” under and as defined in Section 7701(a)(30) of the Code.

“Excluded Equity” means all of the outstanding voting stock of an Excluded Foreign Subsidiary and 35% of the outstanding voting stock of and LoJack Equipment Ireland Limited. For the purposes of this definition, “voting stock” means, with respect to any issuer, the issued and outstanding shares of each class of Stock of such issuer entitled to vote (within the meaning of Treasury Regulations § 1.956-2(c)(2)).

“Excluded Foreign Subsidiary” means any Subsidiary of Grantors, other than Boomerang Tracking, Inc., LoJack Equipment Ireland Limited or any other Subsidiary of Grantors listed on Schedule 5 from time to time (including one or more of Foreign Subsidiaries made parties hereto pursuant to Section 7.6 of this Security Agreement and Section 11.2 of the Credit Agreement), that is not a Domestic Person.

“Excluded Property” means, collectively, (i) Excluded Equity, (ii) any asset or Property of any Excluded Foreign Subsidiary, (iii) any permit or license of, or any Contractual Obligation entered into by, any Grantor (A) that prohibits or requires the consent of any Person other than any Borrower and its Affiliates as a condition to the creation by such Grantor of a Lien on any right, title or interest in such permit, license or Contractual Obligation or any Stock or Stock Equivalent related thereto or (B) to the extent that any Requirement of Law applicable thereto prohibits the creation of a Lien

thereon, but only, with respect to the prohibition in (A) and (B), to the extent, and for as long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC or any other Requirement of Law, (iv) fixed or Capital Assets owned by any Grantor that is subject to a purchase money Lien or a Capital Lease if the Contractual Obligation pursuant to which such Lien is granted (or in the document providing for such Capital Lease) prohibits or requires the consent of any Person other than any Borrower and its Affiliates as a condition to the creation of any other Lien on such equipment and (v) any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed); provided, however, "Excluded Property" shall not include any proceeds, products, substitutions or replacements of Excluded Property (unless such proceeds, products, substitutions or replacements would otherwise constitute Excluded Property).

"Material Intellectual Property" means Intellectual Property that is owned by or licensed to a Grantor and material to the conduct of any Grantor's business.

"Moody's" means Moody's Investors Service, Inc.

"Pledged Certificated Stock" means all certificated securities and any other Stock or Stock Equivalent of any Person evidenced by a certificate, instrument or other similar document (as defined in the UCC), in each case owned by any Grantor, and any distribution of property made on, in respect of or in exchange for the foregoing from time to time, exceeding \$100,000 in the aggregate including all Stock and Stock Equivalents listed on Schedule 5. Pledged Certificated Stock excludes any Excluded Property.

"Pledged Collateral" means, collectively, the Pledged Stock and the Pledged Debt Instruments.

"Pledged Debt Instruments" means all right, title and interest of any Grantor in instruments evidencing any Indebtedness owed to such Grantor or other obligations, and any distribution of property made on, in respect of or in exchange for the foregoing from time to time, exceeding \$100,000 in the aggregate including all Indebtedness described on Schedule 5, issued by the obligors named therein.

"Pledged Investment Property" means any investment property of any Grantor, and any distribution of property made on, in respect of or in exchange for the foregoing from time to time, exceeding \$100,000 in the aggregate other than any Pledged Stock or Pledged Debt Instruments.

"Pledged Stock" means all Pledged Certificated Stock and all Pledged Uncertificated Stock.

"Pledged Uncertificated Stock" means any Stock or Stock Equivalent of any Person that is not Pledged Certificated Stock, including all right, title and interest of any Grantor as a limited or general partner in any partnership not constituting Pledged

Certificated Stock or as a member of any limited liability company, all right, title and interest of any Grantor in, to and under any Constituent Document of any partnership or limited liability company to which it is a party, and any distribution of property made on, in respect of or in exchange for the foregoing from time to time, exceeding \$100,000 in the aggregate including in each case those interests set forth on Schedule 5, to the extent such interests are not certificated. Pledged Certificated Stock excludes any Excluded Property.

“S&P” means Standard & Poor’s Rating Services.

“Sell” means, with respect to any property, to sell, convey, transfer, assign, license, lease or otherwise dispose of, any interest therein or to permit any Person to acquire any such interest, including, in each case, through a sale, factoring at maturity, collection of or other disposal, with or without recourse, of any notes or accounts receivable. Conjugated forms thereof and the noun “Sale” have correlative meanings.

“Software” means (a) all computer programs, including source code and object code versions, (b) all data, databases and compilations of data, whether machine readable or otherwise, and (c) all documentation, training materials and configurations related to any of the foregoing.

“Stock” means all shares of capital stock (whether denominated as common stock or preferred stock), equity interests, beneficial, partnership or membership interests, joint venture interests, participations or other ownership or profit interests in or equivalents (regardless of how designated) of or in a Person (other than an individual), whether voting or non-voting.

“Stock Equivalents” means all securities convertible into or exchangeable for Stock or any other Stock Equivalent and all warrants, options or other rights to purchase, subscribe for or otherwise acquire any Stock or any other Stock Equivalent, whether or not presently convertible, exchangeable or exercisable.

“UCC” means the Uniform Commercial Code as from time to time in effect in the Commonwealth of Massachusetts; provided, however, that, in the event that, by reason of mandatory provisions of any applicable Requirement of Law, any of the attachment, perfection or priority of the Administrative Agent’s or any other Secured Party’s security interest in any Collateral is governed by the Uniform Commercial Code of a jurisdiction other than the Commonwealth of Massachusetts, “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of the definitions related to or otherwise used in such provisions.

“Vehicles” means all vehicles covered by a certificate of title law of any state.

Section 1.2. Certain Other Terms(a) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. The terms “herein”, “hereof” and similar terms refer to this Agreement as a whole and not to any particular Article, Section or clause in this Agreement. References herein to an Annex, Schedule, Article, Section or clause refer to the appropriate Annex or Schedule to, or Article, Section or clause in this Agreement. Where the context requires, provisions relating to any Collateral when used in relation to a Grantor shall refer to such Grantor’s Collateral or any relevant part thereof.

(b) Interpretation of the Credit Agreement is applicable to this Agreement as and to the extent set forth therein.

ARTICLE II

Grant of Security Interest

Section 2.1. CollateralFor the purposes of this Agreement, all of the following property now owned or at any time hereafter acquired by a Grantor or in which a Grantor now has or at any time in the future may acquire any right, title or interests is collectively referred to as the “Collateral”:

(a) all accounts, chattel paper, deposit accounts, documents (as defined in the UCC), equipment, general intangibles, instruments, inventory, stock, debt instruments, intellectual property, investment property and any supporting obligations related thereto;

(b) the commercial tort claims described on Schedule 1 and on any supplement thereto received by the Administrative Agent pursuant to Section 4.9;

(c) all books and records pertaining to the other property described in this Section 2.1;

(d) all property of such Grantor held by any Secured Party, including all property of every description, in the custody of or in transit to such Secured Party for any purpose, including safekeeping, collection or pledge, for the account of such Grantor or as to which such Grantor may have any right or power, including but not limited to cash;

(e) all other goods (including but not limited to fixtures) and personal property of such Grantor, whether tangible or intangible and wherever located; and

(f) to the extent not otherwise included, all proceeds of the foregoing; provided, however, that “Collateral” shall not include any Excluded Property; and provided, further, that if and when any property shall cease to be

Excluded Property, such property shall be deemed at all times from and after the date hereof to constitute Collateral.

Section 2.2. Grant of Security Interest in Collateral Each Grantor (including LoJack as legal and beneficial owner of all of the outstanding voting stock in Boomerang Tracking, Inc. and LoJack Equipment Ireland Limited), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor (the "Secured Obligations"), 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 Collateral of such Grantor.

ARTICLE III

Representations and Warranties

To induce the Lenders and the Administrative Agent to enter into the Loan Documents, each Grantor hereby represents and warrants each of the following to the Administrative Agent, the Lenders and the other Secured Parties:

Section 3.1. Title; No Other Liens Except for the Lien granted to the Administrative Agent pursuant to this Agreement and other Liens permitted under any Loan Document, such Grantor owns each item of the Collateral free and clear of any and all Liens or claims of others. Such Grantor (a) is the record and beneficial owner of the Collateral pledged by it hereunder constituting instruments or certificates and (b) has rights in or the power to transfer each other item of Collateral in which a Lien is granted by it hereunder, free and clear of any other Lien.

Section 3.2. Perfection and Priority The security interest granted pursuant to this Agreement constitutes a valid and continuing perfected security interest in favor of the Administrative Agent in all Collateral subject, for the following Collateral, to the occurrence of the following: (i) in the case of all Collateral in which a security interest may be perfected by filing a financing statement under the UCC, the completion of the filings and other actions specified on Schedule 2 (which, in the case of all filings and other documents referred to on such schedule, have been delivered to the Administrative Agent in completed and duly authorized form), (ii) in the case of all Copyrights, Trademarks and Patents for which UCC filings are insufficient, all appropriate filings having been made with (x) the United States Copyright Office or the United States Patent and Trademark Office, as applicable, and (y) the Applicable IP Office in South Africa, Brazil and Argentina (so long as, in the case of any filing under this clause (y), such filing is commercially reasonable), (iii) in the case of letter-of-credit rights that are not supporting obligations of Collateral, the execution of a Contractual Obligation granting control to the Administrative Agent over such letter-of-credit rights, (iv) in the case of electronic chattel paper, the completion of all steps necessary to grant control to the

Administrative Agent over such electronic chattel paper and (v) in the case of Vehicles, the actions required under Section 4.1(e). Such security interest shall be prior to all other Liens on the Collateral except for Liens having priority over the Administrative Agent's Lien by operation of law or, unless otherwise permitted by any Loan Document, upon (i) in the case of all Pledged Certificated Stock, Pledged Debt Instruments and Pledged Investment Property, the delivery thereof to the Administrative Agent of such Pledged Certificated Stock, Pledged Debt Instruments and Pledged Investment Property consisting of instruments and certificates, in each case properly endorsed for transfer to the Administrative Agent or in blank, and (ii) in the case of all other instruments and tangible chattel paper that are not Pledged Certificated Stock, Pledged Debt Instruments or Pledged Investment Property, the delivery thereof to the Administrative Agent of such instruments and tangible chattel paper. Except as set forth in this Section 3.2, all actions by each Grantor necessary or desirable to protect and perfect the Lien granted hereunder on the Collateral have been duly taken.

Section 3.3. Jurisdiction of Organization; Chief Executive Office Such Grantor's jurisdiction of organization, legal name and organizational identification number, if any, and the location of such Grantor's chief executive office or sole place of business, in each case as of the date hereof, is specified on Schedule 3 and such Schedule 3 also lists all jurisdictions of incorporation, legal names and locations of such Grantor's chief executive office or sole place of business for the five years preceding the date hereof.

Section 3.4. Locations of Inventory, Equipment and Books and Records On the date hereof, such Grantor's inventory and equipment (other than inventory or equipment in transit) and books and records concerning the Collateral are kept at the locations listed on Schedule 4 and such Schedule 4 also lists the locations of such inventory, equipment and books and records for the five years preceding the date hereof.

Section 3.5. Pledged Collateral The Pledged Stock pledged by such Grantor hereunder (a) is listed on Schedule 5 and constitutes that percentage of the issued and outstanding equity of all classes of each issuer thereof as set forth on Schedule 5, (b) has been duly authorized, validly issued and is fully paid and nonassessable (other than Pledged Stock in limited liability companies and partnerships) and (c) constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms.

(b) As of the Closing Date, all Pledged Collateral (other than Pledged Uncertificated Stock) and all Pledged Investment Property consisting of instruments and certificates has been delivered to the Administrative Agent in accordance with Section 4.3(a).

(c) Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall be entitled to exercise all of the rights of the Grantor granting the security interest in any Pledged Stock, and a transferee or assignee of such Pledged Stock shall become a holder of such Pledged Stock to the same extent

as such Grantor and be entitled to participate in the management of the issuer of such Pledged Stock and, upon the transfer of the entire interest of such Grantor, such Grantor shall, by operation of law, cease to be a holder of such Pledged Stock.

Section 3.6. Instruments and Tangible Chattel Paper Formerly AccountsNo amount payable to such Grantor under or in connection with any account is evidenced by any instrument or tangible chattel paper that has not been delivered to the Administrative Agent, properly endorsed for transfer, to the extent delivery is required by Section 4.6(a).

Section 3.7. Intellectual PropertySchedule 6 sets forth a true and complete list of the following Intellectual Property such Grantor owns, licenses or otherwise has the right to use: (i) Intellectual Property that is registered or subject to applications for registration, (ii) Internet Domain Names and (iii) Material Intellectual Property and material Software, separately identifying that owned and licensed to such Grantor and including for each of the foregoing items (1) the owner, (2) the title, (3) the jurisdiction in which such item has been registered or otherwise arises or in which an application for registration has been filed, (4) as applicable, the registration or application number and registration or application date and (5) any IP Licenses or other rights (including franchises) granted by the Grantor with respect thereto (other than IP Licenses to end users entered into in the ordinary course of business).

(b) On the Closing Date, all Material Intellectual Property owned by such Grantor is valid, in full force and effect, subsisting, unexpired and enforceable, and no Material Intellectual Property has been abandoned. No breach or default of any material IP License shall be caused by any of the following, and none of the following shall limit or impair the ownership, use, validity or enforceability of, or any rights of such Grantor in, any Material Intellectual Property: (i) the consummation of the transactions contemplated by any Loan Document or (ii) any holding, decision, judgment or order rendered by any Governmental Authority through the date hereof. There are no pending (or, to the knowledge of such Grantor, threatened) actions, investigations, suits, proceedings, audits, claims, demands, orders or disputes challenging the ownership, use, validity, enforceability of, or such Grantor's rights in, any Material Intellectual Property of such Grantor. To such Grantor's knowledge, no Person has been or is infringing, misappropriating, diluting, violating or otherwise impairing any Material Intellectual Property of such Grantor. Such Grantor, and to such Grantor's knowledge each other party thereto, is not in material breach or default of any material IP License.

Section 3.8. Commercial Tort ClaimsThe only commercial tort claims of any Grantor existing on the date hereof (regardless of whether the amount, defendant or other material facts can be determined and regardless of whether such commercial tort claim has been asserted, threatened or has otherwise been made known to the obligee thereof or whether litigation has been commenced for such claims) are those listed on Schedule 1, which sets forth such information separately for each Grantor.

Section 3.9. Specific CollateralNone of the Collateral is or is proceeds or products of farm products, as-extracted collateral, health-care-insurance receivables or timber to be cut.

Section 3.10. EnforcementNo Permit, notice to or filing with any Governmental Authority or any other Person or any consent from any Person is required for the exercise by the Administrative Agent of its rights (including voting rights) provided for in this Agreement or the enforcement of remedies in respect of the Collateral pursuant to this Agreement, including the transfer of any Collateral, except as may be required in connection with the disposition of any portion of the Pledged Collateral by laws affecting the offering and sale of securities generally or any approvals that may be required to be obtained from any bailees or landlords to collect the Collateral.

Section 3.11. Representations and Warranties of the Credit AgreementThe representations and warranties as to such Grantor and its Subsidiaries made by the Borrowers in the Credit Agreement are true and correct on each date required therein.

ARTICLE IV

Covenants

Each Grantor agrees with the Administrative Agent to the following, as long as any Obligation or Commitment remains outstanding and, in each case, unless the Required Lenders otherwise consent in writing:

Section 4.1. Maintenance of Perfected Security Interest; Further Documentation and ConsentsGenerally. Such Grantor shall (i) not use or permit any Collateral to be used unlawfully or in violation of any provision of any Loan Document, any Requirement of Law or any policy of insurance covering the Collateral and (ii) not enter into any Contractual Obligation or undertaking restricting the right or ability of such Grantor or the Administrative Agent to Sell any Collateral if such restriction would have a Material Adverse Effect.

(b) Such Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 3.2 and shall defend such security interest and such priority against the claims and demands of all Persons.

(c) Pursuant to the Credit Agreement, such Grantor shall furnish to the Administrative Agent from time to time statements and schedules further identifying and describing the Collateral and such other documents in connection with the Collateral as the Administrative Agent may reasonably request, all in reasonable detail and in form and substance satisfactory to the Administrative Agent.

(d) At any time and from time to time, upon the written request of the Administrative Agent, such Grantor shall, for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, (i) promptly and duly execute and deliver, and have recorded, such further documents, including an authorization to file (or, as applicable, the filing) of any financing statement or amendment under the UCC (or other filings under similar Requirements of Law) in effect in any jurisdiction with respect to the security interest created hereby and (ii) take such further action as the Administrative Agent may reasonably request, including using its best efforts to secure all approvals necessary or appropriate for the assignment to or for the benefit of the Administrative Agent of any Contractual Obligation, including any IP License, held by such Grantor and to enforce the security interests granted hereunder.

(e) If requested by the Administrative Agent, the Grantor shall arrange for the Administrative Agent's first priority security interest to be noted on the certificate of title of each Vehicle and shall file any other necessary documentation in each jurisdiction that the Administrative Agent shall deem advisable to perfect its security interests in any Vehicle.

(f) To ensure that any of the Excluded Property set forth in clause (ii) of the definition of "Excluded Property" becomes part of the Collateral, such Grantor shall use its best efforts to obtain any required consents from any Person other than any Borrower and its Affiliates with respect to any permit or license or any Contractual Obligation with such Person entered into by such Grantor that requires such consent as a condition to the creation by such Grantor of a Lien on any right, title or interest in such permit, license or Contractual Obligation or any Stock or Stock Equivalent related thereto.

Section 4.2. Changes in Locations, Name, Etc. Except upon 30 days' prior written notice to the Administrative Agent and delivery to the Administrative Agent of (a) all documents reasonably requested by the Administrative Agent to maintain the validity, perfection and priority of the security interests provided for herein and (b) if applicable, a written supplement to Schedule 4 showing any additional locations at which inventory or equipment shall be kept, such Grantor shall not do any of the following:

(i) permit any inventory or equipment to be kept at a location other than those listed on Schedule 4, except for inventory or equipment in transit;

(ii) change its jurisdiction of organization or its location, in each case from that referred to in Section 3.3; or

(iii) change its legal name or organizational identification number, if any, or corporation, limited liability company, partnership or other organizational structure to such an extent that any financing statement filed in connection with this Agreement would become misleading.

Section 4.3. Pledged CollateralDelivery of Pledged Collateral. Such Grantor shall (i) deliver to the Administrative Agent, in suitable form for transfer and in form and substance satisfactory to the Administrative Agent, (A) all Pledged Certificated Stock, (B) all Pledged Debt Instruments and (C) all certificates and instruments evidencing Pledged Investment Property and, at the request of the Administrative Agent, (ii) maintain all other Pledged Investment Property in a Controlled Securities Account.

(b) Event of Default. During the continuance of an Event of Default, the Administrative Agent shall have the right, at any time in its discretion and without notice to the Grantor, to (i) transfer to or to register in its name or in the name of its nominees any Pledged Collateral or any Pledged Investment Property and (ii) exchange any certificate or instrument representing or evidencing any Pledged Collateral or any Pledged Investment Property for certificates or instruments of smaller or larger denominations.

(c) Cash Distributions with respect to Pledged Collateral. Except as provided in Article III, such Grantor shall be entitled to receive all cash distributions paid in respect of the Pledged Collateral.

(d) Voting Rights. Except as provided in Article V, such Grantor shall be entitled to exercise all voting, consent and corporate, partnership, limited liability company and similar rights with respect to the Pledged Collateral; provided, however, that no vote shall be cast, consent given or right exercised or other action taken by such Grantor that would impair the Collateral or be inconsistent with or result in any violation of any provision of any Loan Document.

Section 4.4. AccountsSuch Grantor shall not, other than in the ordinary course of business, (i) grant any extension of the time of payment of any account, (ii) compromise or settle any account for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any account, (iv) allow any credit or discount on any account or (v) amend, supplement or modify any account in any manner that could adversely affect the value thereof.

(b) The Administrative Agent shall have the right to make test verifications of the accounts in any manner and through any medium that it reasonably considers advisable, and such Grantor shall furnish all such assistance and information as the Administrative Agent may reasonably require in connection therewith. At any time and from time to time, upon the Administrative Agent's request, such Grantor shall cause independent public accountants or others satisfactory to the Administrative Agent to furnish to the Administrative Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the accounts.

Section 4.5. Commodity ContractsSuch Grantor shall not have any commodity contract other than with a Person approved by the Administrative Agent and subject to a Control Agreement in a form acceptable to the Administrative Agent.

Section 4.6. Delivery of Instruments and Tangible Chattel Paper and Control of Investment Property, Letter-of-Credit Rights and Electronic Chattel Paper If any amount in excess of \$100,000 payable under or in connection with any Collateral owned by such Grantor shall be or become evidenced by an instrument or tangible chattel paper other than such instrument delivered in accordance with Section 4.3(a) and in the possession of the Administrative Agent, such Grantor shall mark all such instruments and tangible chattel paper with the following legend: "This writing and the obligations evidenced or secured hereby are subject to the security interest of RBS Citizens, N.A., as Administrative Agent" and, at the request of the Administrative Agent, shall immediately deliver such instrument or tangible chattel paper to the Administrative Agent, duly indorsed in a manner satisfactory to the Administrative Agent.

(b) Such Grantor shall not grant "control" (within the meaning of such term under Article 9-106 of the UCC) over any investment property to any Person other than the Administrative Agent.

(c) If such Grantor is or becomes the beneficiary of a letter of credit that is (i) not a supporting obligation of any Collateral and (ii) in excess of \$100,000, such Grantor shall promptly, and in any event within 2 Business Days after becoming a beneficiary, notify the Administrative Agent thereof and thereafter promptly enter into a Contractual Obligation with the Administrative Agent, the issuer of such letter of credit or any nominated person with respect to the letter-of-credit rights under such letter of credit. Such Contractual Obligation shall assign such letter-of-credit rights to the Administrative Agent and such assignment shall be sufficient to grant control for the purposes of Section 9-107 of the UCC (or any similar section under any equivalent UCC). At the request of the Administrative Agent, such Contractual Obligation shall also direct all payments thereunder to a Security Cash Collateral Account. The provisions of the Contractual Obligation shall be in form and substance reasonably satisfactory to the Administrative Agent.

(d) If any amount in excess of \$100,000 payable under or in connection with any Collateral owned by such Grantor shall be or become evidenced by electronic chattel paper, such Grantor shall take all steps necessary to grant the Administrative Agent control of all such electronic chattel paper for the purposes of Section 9-105 of the UCC (or any similar section under any equivalent UCC) and all "transferable records" as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

Section 4.7. Intellectual Property Within 60 days after any change to Schedule 6 for such Grantor, such Grantor shall provide the Administrative Agent notification thereof and the short-form intellectual property agreements and assignments as described in this Section 4.7 and other documents that the Administrative Agent reasonably requests with respect thereto.

(b) Such Grantor shall (and shall cause all its licensees to) (i) (1) continue to use each Trademark included in the Material Intellectual Property in order

to maintain such Trademark in full force and effect with respect to each class of goods for which such Trademark is currently used, free from any claim of abandonment for non-use, (2) maintain at least the same standards of quality of products and services offered under such Trademark as are currently maintained, (3) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable Requirements of Law, (4) not adopt or use any other Trademark that is confusingly similar or a colorable imitation of such Trademark unless the Administrative Agent shall obtain a perfected security interest in such other Trademark pursuant to this Agreement and (ii) not do any act or omit to do any act whereby (w) such Trademark (or any goodwill associated therewith) may become destroyed, invalidated, impaired or harmed in any way, (x) any Patent included in the Material Intellectual Property may become forfeited, misused, unenforceable, abandoned or dedicated to the public, (y) any portion of the Copyrights included in the Material Intellectual Property may become invalidated, otherwise impaired or fall into the public domain or (z) any Trade Secret that is Material Intellectual Property may become publicly available or otherwise unprotectable.

(c) Such Grantor shall notify the Administrative Agent promptly if it knows, or has reason to know, that any application or registration relating to any Material Intellectual Property may become forfeited, misused, unenforceable, abandoned or dedicated to the public, or of any adverse determination or development regarding the validity or enforceability or such Grantor's ownership of, interest in, right to use, register, own or maintain any Material Intellectual Property (including the institution of, or any such determination or development in, any proceeding relating to the foregoing in any Applicable IP Office). Such Grantor shall take all actions that are necessary or reasonably requested by the Administrative Agent to maintain and pursue each application (and to obtain the relevant registration or recordation) and to maintain each registration and recordation included in the Material Intellectual Property.

(d) Such Grantor shall not knowingly do any act or omit to do any act to infringe, misappropriate, dilute, violate or otherwise impair the Intellectual Property of any other Person. In the event that any Material Intellectual Property of such Grantor is or has been infringed, misappropriated, violated, diluted or otherwise impaired by a third party, such Grantor shall take such action as it reasonably deems appropriate under the circumstances in response thereto, which may include promptly bringing suit and recovering damages therefor.

(e) Such Grantor shall execute and deliver to the Administrative Agent in form and substance reasonably acceptable to the Administrative Agent and suitable for (i) filing in the Applicable IP Office the short-form intellectual property security agreements in the form attached hereto as Annex 3 for all Copyrights, Trademarks and Patents of such Grantor, and all IP Licenses with respect thereto and (ii) recording with the appropriate Internet domain name registrar, after the occurrence and during the continuation of an Event of Default, a duly executed form of assignment for all Internet Domain Names of such Grantor (together with appropriate supporting documentation as may be requested by the Administrative Agent).

Section 4.8. NoticesSuch Grantor shall promptly notify the Administrative Agent in writing of its acquisition of any interest hereafter in property that is of a type where a security interest or lien must be or may be registered, recorded or filed under, or notice thereof given under, any federal statute or regulation.

Section 4.9. Notice of Commercial Tort ClaimsSuch Grantor agrees that, if it shall acquire any interest in any commercial tort claim (whether from another Person or because such commercial tort claim shall have come into existence), (i) such Grantor shall, immediately upon such acquisition, deliver to the Administrative Agent, in each case in form and substance satisfactory to the Administrative Agent, a notice of the existence and nature of such commercial tort claim and a supplement to Schedule 1 containing a specific description of such commercial tort claim, (ii) Section 2.1 shall apply to such commercial tort claim and (iii) such Grantor shall execute and deliver to the Administrative Agent, in each case in form and substance satisfactory to the Administrative Agent, any document, and take all other action, deemed by the Administrative Agent to be reasonably necessary or appropriate for the Administrative Agent to obtain, on behalf of the Lenders, a perfected security interest having at least the priority set forth in Section 3.2 in all such commercial tort claims. Any supplement to Schedule 1 delivered pursuant to this Section 4.9 shall, after the receipt thereof by the Administrative Agent, become part of Schedule 1 for all purposes hereunder other than in respect of representations and warranties made prior to the date of such receipt.

Section 4.10. Compliance with Credit AgreementSuch Grantor agrees to comply with all covenants and other provisions applicable to it under the Credit Agreement and agrees to the same submission to jurisdiction as that agreed to by the Borrowers in the Credit Agreement.

ARTICLE V

Remedial Provisions

Section 5.1. Code and Other RemediesUCC Remedies. During the continuance of an Event of Default, the Administrative Agent may exercise, in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to any Secured Obligation, all rights and remedies of a secured party under the UCC or any other applicable law.

(b) Disposition of Collateral. Without limiting the generality of the foregoing, the Administrative Agent may, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), during the continuance of any Event of Default (personally or through its agents or

attorneys), (i) enter upon the premises where any Collateral is located, without any obligation to pay rent, through self-help, without judicial process, without first obtaining a final judgment or giving any Grantor or any other Person notice or opportunity for a hearing on the Administrative Agent's claim or action, (ii) collect, receive, appropriate and realize upon any Collateral and (iii) Sell, grant option or options to purchase and deliver any Collateral (enter into Contractual Obligations to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of any Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent shall have the right, upon any such public sale or sales and, to the extent permitted by the UCC and other applicable Requirements of Law, upon any such private sale, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption of any Grantor, which right or equity is hereby waived and released.

(c) Management of the Collateral. Each Grantor further agrees, that, during the continuance of any Event of Default, (i) at the Administrative Agent's request, it shall assemble the Collateral and make it available to the Administrative Agent at places that the Administrative Agent shall reasonably select, whether at such Grantor's premises or elsewhere, (ii) without limiting the foregoing, the Administrative Agent also has the right to require that each Grantor store and keep any Collateral pending further action by the Administrative Agent and, while any such Collateral is so stored or kept, provide such guards and maintenance services as shall be necessary to protect the same and to preserve and maintain such Collateral in good condition, (iii) until the Administrative Agent is able to Sell any Collateral, the Administrative Agent shall have the right to hold or use such Collateral to the extent that it deems appropriate for the purpose of preserving the Collateral or its value or for any other purpose deemed appropriate by the Administrative Agent and (iv) the Administrative Agent may, if it so elects, seek the appointment of a receiver or keeper to take possession of any Collateral and to enforce any of the Administrative Agent's remedies (for the benefit of the Secured Parties), with respect to such appointment without prior notice or hearing as to such appointment. The Administrative Agent shall not have any obligation to any Grantor to maintain or preserve the rights of any Grantor as against third parties with respect to any Collateral while such Collateral is in the possession of the Administrative Agent.

(d) Application of Proceeds. The Administrative Agent shall apply the cash proceeds of any action taken by it pursuant to this Section 5.1, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any Collateral or in any way relating to the Collateral or the rights of the Administrative Agent and any other Secured Party hereunder, including reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Secured Obligations, as set forth in the Credit Agreement, and only after such application and after the payment by the Administrative Agent of any

other amount required by any Requirement of Law, need the Administrative Agent account for the surplus, if any, to any Grantor.

(e) Direct Obligation. Neither the Administrative Agent nor any other Secured Party shall be required to make any demand upon, or pursue or exhaust any right or remedy against, any Grantor, any other Loan Party or any other Person with respect to the payment of the Obligations or to pursue or exhaust any right or remedy with respect to any Collateral therefor or any direct or indirect guaranty thereof. All of the rights and remedies of the Administrative Agent and any other Secured Party under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any Requirement of Law. To the extent it may lawfully do so, each Grantor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against the Administrative Agent or any Lender, any valuation, stay, appraisal, extension, redemption or similar laws and any and all rights or defenses it may have as a surety, now or hereafter existing, arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of any Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

(f) Commercially Reasonable. To the extent that applicable Requirements of Law impose duties on the Administrative Agent to exercise remedies in a commercially reasonable manner, each Grantor acknowledges and agrees that it is not commercially unreasonable for the Administrative Agent to do any of the following:

(i) fail to incur significant costs, expenses or other liabilities reasonably deemed as such by the Administrative Agent to prepare any Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition;

(ii) fail to obtain Permits, or other consents, for access to any Collateral to Sell or for the collection or Sale of any Collateral, or, if not required by other Requirements of Law, fail to obtain Permits or other consents for the collection or disposition of any Collateral;

(iii) fail to exercise remedies against account debtors or other Persons obligated on any Collateral or to remove Liens on any Collateral or to remove any adverse claims against any Collateral;

(iv) advertise dispositions of any Collateral through publications or media of general circulation, whether or not such Collateral is of a specialized nature or to contact other Persons, whether or not in the same business as any Grantor, for expressions of interest in acquiring any such Collateral;

(v) exercise collection remedies against account debtors and other Persons obligated on any Collateral, directly or through the use of collection

agencies or other collection specialists, hire one or more professional auctioneers to assist in the disposition of any Collateral, whether or not such Collateral is of a specialized nature or, to the extent deemed appropriate by the Administrative Agent, obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Administrative Agent in the collection or disposition of any Collateral, or utilize Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets to dispose of any Collateral;

(vi) dispose of assets in wholesale rather than retail markets;

(vii) disclaim disposition warranties, such as title, possession or quiet enjoyment; or

(viii) purchase insurance or credit enhancements to insure the Administrative Agent against risks of loss, collection or disposition of any Collateral or to provide to the Administrative Agent a guaranteed return from the collection or disposition of any Collateral.

Each Grantor acknowledges that the purpose of this Section 5.1 is to provide a non-exhaustive list of actions or omissions that are commercially reasonable when exercising remedies against any Collateral and that other actions or omissions by the Secured Parties shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 5.1. Without limitation upon the foregoing, nothing contained in this Section 5.1 shall be construed to grant any rights to any Grantor or to impose any duties on the Administrative Agent that would not have been granted or imposed by this Agreement or by applicable Requirements of Law in the absence of this Section 5.1.

(g) IP Licenses. For the purpose of enabling the Administrative Agent to exercise rights and remedies under this Section 5.1 (including in order to take possession of, collect, receive, assemble, process, appropriate, remove, realize upon, Sell or grant options to purchase any Collateral) at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, (i) an irrevocable, nonexclusive, worldwide license (exercisable without payment of royalty or other compensation to such Grantor), including in such license the right to sublicense, use and practice any Intellectual Property now owned or hereafter acquired by such Grantor and access to all media in which any of the licensed items may be recorded or stored and to all Software and programs used for the compilation or printout thereof and (ii) an irrevocable license (without payment of rent or other compensation to such Grantor) to use, operate and occupy all real property owned, operated, leased, subleased or otherwise occupied by such Grantor.

Section 5.2, Accounts and Payments in Respect of General IntangiblesIn addition to, and not in substitution for, any similar requirement in the Credit

Agreement, if required by the Administrative Agent at any time during the continuance of an Event of Default, any payment of accounts or payment in respect of general intangibles, when collected by any Grantor, shall be promptly (and, in any event, within 2 Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Administrative Agent, in a Security Cash Collateral Account, subject to withdrawal by the Administrative Agent as provided in Section 5.4. Until so turned over, such payment shall be held by such Grantor in trust for the Administrative Agent, segregated from other funds of such Grantor. Each such deposit of proceeds of accounts and payments in respect of general intangibles shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(b) At any time during the continuance of an Event of Default:

(i) each Grantor shall, upon the Administrative Agent's request, deliver to the Administrative Agent all original and other documents evidencing, and relating to, the Contractual Obligations and transactions that gave rise to any account or any payment in respect of general intangibles, including all original orders, invoices and shipping receipts and notify account debtors that the accounts or general intangibles have been collaterally assigned to the Administrative Agent and that payments in respect thereof shall be made directly to the Administrative Agent;

(ii) the Administrative Agent may, without notice, at any time during the continuance of an Event of Default, limit or terminate the authority of a Grantor to collect its accounts or amounts due under general intangibles or any thereof and, in its own name or in the name of others, communicate with account debtors to verify with them to the Administrative Agent's satisfaction the existence, amount and terms of any account or amounts due under any general intangible. In addition, the Administrative Agent may at any time enforce such Grantor's rights against such account debtors and obligors of general intangibles; and

(iii) each Grantor shall take all actions, deliver all documents and provide all information necessary or reasonably requested by the Administrative Agent to ensure any Internet Domain Name is registered.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each account and each payment in respect of general intangibles to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. No Secured Party shall have any obligation or liability under any agreement giving rise to an account or a payment in respect of a general intangible by reason of or arising out of any Loan Document or the receipt by any Secured Party of any payment relating thereto, nor shall any Secured Party be obligated in any manner to perform any obligation of any Grantor under or pursuant to any agreement giving rise

to an account or a payment in respect of a general intangible, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts that may have been assigned to it or to which it may be entitled at any time or times.

Section 5.3. Pledged Collateral Voting Rights. During the continuance of an Event of Default, upon notice by the Administrative Agent to the relevant Grantor or Grantors, the Administrative Agent or its nominee may exercise (A) any voting, consent, corporate and other right pertaining to the Pledged Collateral at any meeting of shareholders, partners or members, as the case may be, of the relevant issuer or issuers of Pledged Collateral or otherwise and (B) any right of conversion, exchange and subscription and any other right, privilege or option pertaining to the Pledged Collateral as if it were the absolute owner thereof (including the right to exchange at its discretion any Pledged Collateral upon the merger, amalgamation, consolidation, reorganization, recapitalization or other fundamental change in the corporate or equivalent structure of any issuer of Pledged Stock, the right to deposit and deliver any Pledged Collateral with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine), all without liability except to account for property actually received by it; provided, however, that the Administrative Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(b) Proxies. In order to permit the Administrative Agent to exercise the voting and other consensual rights that it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions that it may be entitled to receive hereunder, (i) each Grantor shall promptly execute and deliver (or cause to be executed and delivered) to the Administrative Agent all such proxies, dividend payment orders and other instruments as the Administrative Agent may from time to time reasonably request and (ii) without limiting the effect of clause (i) above, such Grantor hereby grants to the Administrative Agent an irrevocable proxy to vote all or any part of the Pledged Collateral and to exercise all other rights, powers, privileges and remedies to which a holder of the Pledged Collateral would be entitled (including giving or withholding written consents of shareholders, partners or members, as the case may be, calling special meetings of shareholders, partners or members, as the case may be, and voting at such meetings), which proxy shall be effective, automatically and without the necessity of any action (including any transfer of any Pledged Collateral on the record books of the issuer thereof) by any other person (including the issuer of such Pledged Collateral or any officer or agent thereof) during the continuance of an Event of Default and which proxy shall only terminate upon the payment in full of the Secured Obligations.

(c) Authorization of Issuers. Each Grantor hereby expressly irrevocably authorizes and instructs, without any further instructions from such Grantor,

each issuer of any Pledged Collateral pledged hereunder by such Grantor to (i) comply with any instruction received by it from the Administrative Agent in writing that states that an Event of Default is continuing and is otherwise in accordance with the terms of this Agreement and each Grantor agrees that such issuer shall be fully protected from Liabilities to such Grantor in so complying and (ii) unless otherwise expressly permitted hereby, pay any dividend or make any other payment with respect to the Pledged Collateral directly to the Administrative Agent.

Section 5.4. Proceeds to be Turned over to and Held by Administrative Agent Unless otherwise expressly provided in the Credit Agreement or this Security Agreement, all proceeds of any Collateral received by any Grantor hereunder in cash or Cash Equivalents shall be held by such Grantor in trust for the Administrative Agent and the other Secured Parties, segregated from other funds of such Grantor, and shall, promptly upon receipt by any Grantor, be turned over to the Administrative Agent in the exact form received (with any necessary endorsement). All such proceeds of Collateral and any other proceeds of any Collateral received by the Administrative Agent in cash or Cash Equivalents shall be held by the Administrative Agent in a deposit account or a Security Cash Collateral Account. All proceeds being held by the Administrative Agent in such account (or by such Grantor in trust for the Administrative Agent) shall continue to be held as collateral security for the Secured Obligations and shall not constitute payment thereof until applied as provided in the Credit Agreement.

Section 5.5. Registration Rights If, in the opinion of the Administrative Agent, it is necessary or advisable to Sell any portion of the Pledged Collateral by registering such Pledged Collateral under the provisions of the Securities Act of 1933 (the "Securities Act"), each relevant Grantor shall cause the issuer thereof to do or cause to be done all acts as may be, in the reasonable opinion of the Administrative Agent, necessary to register such Pledged Collateral or that portion thereof to be Sold under the provisions of the Securities Act, all as directed by the Administrative Agent in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto and in compliance with the securities or "Blue Sky" laws of any jurisdiction that the Administrative Agent shall reasonably designate.

(b) Each Grantor recognizes that the Administrative Agent may be unable to effect a public sale of any Pledged Collateral by reason of certain prohibitions contained in the Securities Act and applicable state or foreign securities laws or otherwise or may determine that a public sale is impracticable, not desirable or not commercially reasonable and, accordingly, may resort to one or more private sales thereof to a restricted group of purchasers that shall be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Administrative Agent shall be under no obligation to delay a sale of any Pledged

Collateral for the period of time necessary to permit the issuer thereof to register such securities for public sale under the Securities Act or under applicable state securities laws even if such issuer would agree to do so.

(c) Each Grantor agrees to use its best efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of any portion of the Pledged Collateral pursuant to this Section 5.5 valid and binding and in compliance with all applicable Requirements of Law. Each Grantor further agrees that a breach of any covenant contained in this Section 5.5 will cause irreparable injury to the Administrative Agent and other Secured Parties, that the Administrative Agent and the other Secured Parties have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 5.5 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defense against an action for specific performance of such covenants except for a defense that no Event of Default has occurred under the Credit Agreement.

Section 5.6. Deficiency Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of any Collateral are insufficient to pay the Secured Obligations and the fees and disbursements of any attorney employed by the Administrative Agent or any other Secured Party to collect such deficiency.

ARTICLE VI

The Administrative Agent

Section 6.1. Administrative Agent's Appointment as Attorney-in-Fact Each Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any Related Person thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of the Loan Documents, to take any appropriate action and to execute any document or instrument that may be necessary or desirable to accomplish the purposes of the Loan Documents, and, without limiting the generality of the foregoing, each Grantor hereby gives the Administrative Agent and its Related Persons the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any of the following when an Event of Default shall be continuing:

(i) in the name of such Grantor, in its own name or otherwise, take possession of and indorse and collect any check, draft, note, acceptance or other instrument for the payment of moneys due under any account or general intangible or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any such moneys due under any account or general intangible or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property owned by or licensed to the Grantors, execute, deliver and have recorded any document that the Administrative Agent may reasonably request to evidence, effect, publicize or record the Administrative Agent's security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against any Collateral, effect any repair or pay any insurance called for by the terms of the Credit Agreement (including all or any part of the premiums therefor and the costs thereof);

(iv) execute, in connection with any sale provided for in Section 5.1 or Section 5.5, any document to effect or otherwise necessary or appropriate in relation to evidence the Sale of any Collateral; or

(v) (A) direct any party liable for any payment under any Collateral to make payment of any moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct, (B) ask or demand for, and collect and receive payment of and receipt for, any moneys,

claims and other amounts due or to become due at any time in respect of or arising out of any Collateral, (C) sign and indorse any invoice, freight or express bill, bill of lading, storage or warehouse receipt, draft against debtors, assignment, verification, notice and other document in connection with any Collateral, (D) commence and prosecute any suit, action or proceeding at law or in equity in any court of competent jurisdiction to collect any Collateral and to enforce any other right in respect of any Collateral, (E) defend any actions, suits, proceedings, audits, claims, demands, orders or disputes brought against such Grantor with respect to any Collateral, (F) settle, compromise or adjust any such actions, suits, proceedings, audits, claims, demands, orders or disputes and, in connection therewith, give such discharges or releases as the Administrative Agent may deem appropriate, (G) assign any Intellectual Property owned by the Grantors or any IP Licenses by the Grantors throughout the world on such terms and conditions and in such manner as the Administrative Agent shall in its sole discretion determine, including the execution and filing of any document necessary to effectuate or record such assignment and (H) generally, Sell, grant a Lien on, make any Contractual Obligation with respect to and otherwise deal with, any Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes and do, at the Administrative Agent's option, at any time or from time to time, all acts and things that the Administrative Agent deems necessary to protect, preserve or realize upon any Collateral and the Secured Parties' security interests therein and to effect the intent of the Loan Documents, all as fully and effectively as such Grantor might do.

(b) If any Grantor fails to perform or comply with any Contractual Obligation contained herein, the Administrative Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such Contractual Obligation.

(c) The expenses of the Administrative Agent incurred in connection with actions undertaken as provided in this Section 6.1, together with interest thereon at a rate set forth in the Credit Agreement, from the date of payment by the Administrative Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Administrative Agent on demand.

(d) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue of this Section 6.1. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

Section 6.2. Authorization to File Financing Statements Each Grantor authorizes the Administrative Agent and its Related Persons, at any time and from time to time, to file or record financing statements, amendments thereto, and other filing or recording documents or instruments with respect to any Collateral in such form and in such offices as the Administrative Agent reasonably determines appropriate to perfect the security interests of the Administrative Agent under this Agreement, and such financing

statements and amendments may described the Collateral covered thereby as "all assets of the debtor". A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction. Such Grantor also hereby ratifies its authorization for the Administrative Agent to have filed any initial financing statement or amendment thereto under the UCC (or other similar laws) in effect in any jurisdiction if filed prior to the date hereof.

Section 6.3. Authority of Administrative Agent Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the other Secured Parties, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Grantors, the Administrative Agent shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation or entitlement to make any inquiry respecting such authority.

Section 6.4. Duty, Obligations and Liabilities Duty of Administrative Agent. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. The powers conferred on the Administrative Agent hereunder are solely to protect the Administrative Agent's interest in the Collateral and shall not impose any duty upon the Administrative Agent to exercise any such powers. The Administrative Agent shall be accountable only for amounts that it receives as a result of the exercise of such powers, and neither it nor any of its Related Persons shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct as finally determined by a court of competent jurisdiction. In addition, the Administrative Agent shall not be liable or responsible for any loss or damage to any Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehousemen, carrier, forwarding agency, consignee or other bailee if such Person has been selected by the Administrative Agent in good faith.

(b) Obligations and Liabilities with respect to Collateral. No Secured Party and no Related Person thereof shall be liable for failure to demand, collect or realize upon any Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to any Collateral. The powers conferred on the Administrative Agent hereunder shall not impose any duty upon any other Secured Party to exercise any such powers. The other Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their respective

officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct as finally determined by a court of competent jurisdiction.

ARTICLE VII

Miscellaneous

Section 7.1. Reinstatement Each Grantor agrees that, if any payment made by any Loan Party or other Person and applied to the Secured Obligations is at any time annulled, avoided, set aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be refunded or repaid, or the proceeds of any Collateral are required to be returned by any Secured Party to such Loan Party, its estate, trustee, receiver or any other party, including any Grantor, under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or repayment, any Lien or other Collateral securing such liability shall be and remain in full force and effect, as fully as if such payment had never been made. If, prior to any of the foregoing, any Lien or other Collateral securing such Grantor's liability hereunder shall have been released or terminated by virtue of the foregoing, such Lien, other Collateral or provision shall be reinstated in full force and effect and such prior release, termination, cancellation or surrender shall not diminish, release, discharge, impair or otherwise affect the obligations of any such Grantor in respect of any Lien or other Collateral securing such obligation or the amount of such payment.

Section 7.2. Release of Collateral To the extent that the Secured Parties shall not previously have sold, transferred, disposed of or otherwise realized value on the Collateral in accordance with this Agreement, the Secured Parties shall release the Lien hereunder upon indefeasible payment in full in cash of the Secured Obligations.

Section 7.3. Independent Obligations The obligations of each Grantor hereunder are independent of and separate from the Secured Obligations. If any Secured Obligation is not paid when due, or upon any Event of Default, the Administrative Agent may, at its sole election, proceed directly and at once, without notice, against any Grantor and any Collateral to collect and recover the full amount of any Secured Obligation then due, without first proceeding against any other Grantor, any other Loan Party or any other Collateral and without first joining any other Grantor or any other Loan Party in any proceeding.

Section 7.4. No Waiver by Course of Conduct No Secured Party shall by any act (except by a written instrument pursuant to Section 7.6), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other

right, power or privilege. A waiver by any Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that such Secured Party would otherwise have on any future occasion.

Section 7.5. Amendments in WritingNone of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with the Credit Agreement; provided, however, that annexes to this Agreement may be supplemented (but no existing provisions may be modified and no Collateral may be released) through Pledge Amendments and Joinder Agreements, in substantially the form of Annex 1 and Annex 2, respectively, in each case duly executed by the Administrative Agent and each Grantor directly affected thereby.

Section 7.6. Additional Grantors; Additional Pledged Collateral Joinder Agreements. If, pursuant to Section 11.2 of the Credit Agreement, the Borrowers shall cause any Subsidiary (including one or more Foreign Subsidiaries) that is not a Grantor to become a Grantor hereunder, such Subsidiary shall execute and deliver to the Administrative Agent a Joinder Agreement substantially in the form of Annex 2 and shall thereafter for all purposes be a party hereto and have the same rights, benefits and obligations as a Grantor party hereto on the Closing Date.

(b) Pledge Amendments. To the extent any Pledged Collateral has not been delivered as of the Closing Date, such Grantor shall deliver a pledge amendment duly executed by the Grantor in substantially the form of Annex 1 (each, a "Pledge Amendment"). Such Grantor authorizes the Administrative Agent to attach each Pledge Amendment to this Agreement.

Section 7.7. NoticesAll notices, requests and demands to or upon the Administrative Agent or any Grantor hereunder shall be effected in the manner provided for in the Credit Agreement; provided, however, that any such notice, request or demand to or upon any Grantor shall be addressed to the Borrowers' notice address set forth therein.

Section 7.8. Successors and AssignsThis Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of each Secured Party and their successors and assigns; provided, however, that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent.

Section 7.9. CounterpartsThis 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. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 7.10. Severability Any provision of this Agreement being held illegal, invalid or unenforceable in any jurisdiction shall not affect any part of such provision not held illegal, invalid or unenforceable, any other provision of this Agreement or any part of such provision in any other jurisdiction.

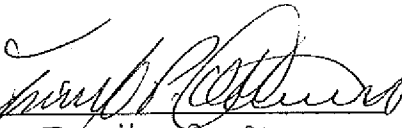
Section 7.11. Governing Law This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the Commonwealth of Massachusetts.

Section 7.12. WAIVER OF JURY TRIAL Each party hereto hereby irrevocably waives trial by jury in any suit, action or proceeding with respect to, or directly or indirectly arising out of, under or in connection with, any loan document or the transactions contemplated therein or related thereto (whether founded in contract, tort or any other theory). Each party hereto (A) certifies that no other party and no Related Person of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (B) acknowledges that it and the other parties hereto have been induced to enter into this agreement by the mutual waivers and certifications in this Section 7.12.

[SIGNATURE PAGES FOLLOW]

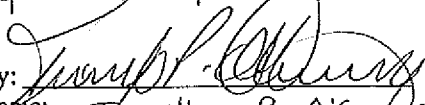
IN WITNESS WHEREOF, each of the undersigned has caused this Security Agreement to be duly executed and delivered as of the date first above written.

LOJACK CORPORATION, as Grantor

By: 
Name: Timothy P. O'Connor
Title: Senior V.P. and CFO

[SIGNATURE PAGE TO SECURITY AGREEMENT]

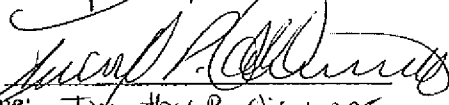
LOJACK GLOBAL LLC, as Grantor
By: LoJack Corporation, its Manager Member

By: 
Name: Timothy P. O'Carroll
Title: Senior V.P. and C.F.O.

[SIGNATURE PAGE TO SECURITY AGREEMENT]

LOJACK OPERATING COMPANY, L.P., as Grantor

By: LoJack Corporation, its General Partner


By: 

Name: Timothy P. O'Connor

Title: Senior V.P. and CFO

[SIGNATURE PAGE TO SECURITY AGREEMENT]

LOJACK SAFETYNET, INC., as Grantor

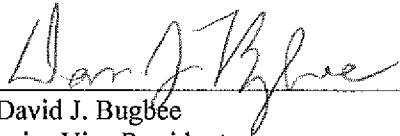
By: 
Name: Timothy P. O'Conner
Title: Treasurer

[SIGNATURE PAGE TO SECURITY AGREEMENT]

ACCEPTED AND AGREED

as of the date first above written:

RBS CITIZENS, N.A., as Administrative Agent

By: 
Name: David J. Bugbee
Title: Senior Vice President

[SIGNATURE PAGE TO SECURITY AGREEMENT]

PATENT
REEL: 023750 FRAME: 0661

SCHEDULE 6
TO
SECURITY AGREEMENT

Intellectual Property

Patents

<u>Docket No.</u> <u>Country</u>	<u>Owner/ Assignee</u>	<u>Title</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Issued</u>	<u>Status</u>
LOJACK-102C DIV CANADA	LO-JACK CORPORATION	Apparatus For Locating And/Or Tracking Stolen Or Missing Vehicles And The Like	615740	1333635	12/20/94	Issued
LOJACK-104J US	LOJACK CORPORATION	Vehicles Tracking Transponder System And Transponding Method	08/873,850	5,917,423	6/29/99	Issued Cont of 08/420,409 filed 4/12/95 abandoned
LOJACK-104T PCT						
LOJACK-104ZA SOUTH AFRICA	LO-JACK CORPORATION		95/9074	95/9074	10/26/95	Issued
LOJACK-104TW TAIWAN	LO-JACK CORPORATION		84112893	NI-078874	8/15/96	Issued
LOJACK-105J US	LOJACK OPERATING COMPANY LP	Method Of An Apparatus For Battery And Similar Power Source Conservation In Periodically And Operable Portable And Related Radio Receivers And The Like	09/082,346	6,229,988B1	5/8/2001	Issued
LOJACK-105T PCT			1B99/00533	N/A	N/A	N/A

LOJACK-105AU AUSTRALIA LOJACK VENTURE CORPORATION- MICROLOGIC, INC.	LO-JACK CORPORATION ¹		27432/99	766345	1/29/2004	Issued
LOJACK-105C CANADA LOJACK VENTURE CORPORATION- MICROLOGIC, INC.	LO-JACK CORPORATION ¹		2332355	2,332,355	8/18/09	Issued
LOJACK-105EP EUROPE, GERMANY, FRANCE, GREAT BRITAIN, IRELAND, ITALY, NETHERLANDS , SWEDEN LOJACK VENTURE CORPORATION- MICROLOGIC, INC.	LO-JACK CORPORATION ¹		99907813.2	1080537		Issued
LOJACK-105HK HONG KONG LOJACK VENTURE CORPORATION- MICROLOGIC, INC.	LO-JACK CORPORATION ¹		1105229.9	1035618	6/10/05	Issued
LOJACK-105JJ JAPAN LOJACK VENTURE CORPORATION- MICROLOGIC, INC.	LO-JACK CORPORATION ¹		2000-550217	4309056	5/15/09	Issued
LOJACK-106J US	LOJACK OPERATING COMPANY LP	Method Of Transmitting And Receiving Data, System And Receiver Therefor	09/194,242	6,522,698B1	2/18/2003	Issued
LOJACK-106T PCT				N/A	N/A	N/A

¹ LoJack Corporation is the sole shareholder of LoJack Venture Corporation (now dissolved). LoJack Corporation will apply to revive LoJack Venture and, once it is revived, will complete the assignment of these patents to LoJack Corporation.

LOJACK-106CZ CZECH REPUBLIC	LOJACK CORPORATION		PV3740-98	294,978	04/04/05	Issued
LOJACK-106EP EUROPE, BELGIUM, GERMANY, FRANCE, GREECE, IRELAND, ITALY, SPAIN	LOJACK CORPORATION		GB97924112.2	0903015	1/26/2005	Granted
LOJACK-106PL POLAND TRACKER NETWORK (UK) LTD	LOJACK CORPORATION ²		P-330143	184100	5/28/97	Issued
LOJACK-106RU RUSSIA TRACKER NETWORK (UK) LTD	LOJACK CORPORATION ²		98123944	2114049	10/10/2003	Issued
LOJACK-106ZA SOUTH AFRICA LOJACK VENTURE CORPORATION	LOJACK CORPORATION ¹		97/4783			Pending
LOJACK-106SK SLOVAKIA	LOJACK CORPORATION		PC1644-98S	287571	11/10/2008	Issued
LOJACK-106UK UNITED KINGDOM	LOJACK CORPORATION		GB982583.6	GB2329290B	4/18/2001	Issued
LOJACK-107J US	LOJACK CORPORATION	Method Of And Apparatus For Dynamically Geofencing Movable Vehicle And Other Equipment And The Like	09/962,956	6,665,613B2	12/16/2003	Issued
LOJACK-107T PCT	LOJACK CORPORATION		IB02/03852	N/A	N/A	N/A

² The two patents listed as owned by Tracker Network were in the process of being assigned to LoJack Venture Corporation. Once LoJack Venture is revived, these patents will be assigned to LoJack Corporation.

LOJACK-107BR BRAZIL	LOJACK CORPORATION		PI0212805-5			Pending
LOJACK-107C CANADA	LOJACK CORPORATION		2459257			Pending
LOJACK-107CH CHINA	LOJACK CORPORATION		02818735.0			Pending
LOJACK-107EP EUROPE	LOJACK CORPORATION		02799447.4			Pending
LOJACK-107HK HONG KONG	LOJACK CORPORATION		02104891.0			Pending
LOJACK-107ZA SOUTH AFRICA	LOJACK CORPORATION		2004/1788	2004/1788	5/25/2005	Issued
LOJACK-107TW TAIWAN	LOJACK CORPORATION		91122007	NI-193163	1/1/2004	Issued
LOJACK-108J US	LOJACK OPERATING COMPANY LP	Method Of And System For Portable Cellular Phone Voice Communication And Positional Location Data Communication Using The Cellular Phone Network Control Chanel	09/235,606	6,876,858	4/5/2005	Issued
LOJACK-108T PCT	LOJACK CORPORATION		IB00/00054	N/A	N/A	N/A
LOJACK-108AU AUSTRALIA	LOJACK CORPORATION		19975/00	776908	1/13/2005	Issued

LOJACK-108C CANADA	LOJACK CORPORATION		2359675			Pending
LOJACK-108EP GERMANY, FRANCE, ITALY, SPAIN AND GREAT BRITAIN	LOJACK CORPORATION		900308.8	1169871	3/1/2007	Issued
LOJACK-108HK HONG KONG	LOJACK CORPORATION		214891	1044661	6/29/2007	Issued
LOJACK-108JJ JAPAN	LOJACK CORPORATION		2000-595505			Pending
LOJACK-108MX MEXICO	LOJACK CORPORATION		PA/a/2001/00743 2			Pending
LOJACK-108TW TAIWAN	LOJACK CORPORATION		89100844	185984	1/27/2004	Issued
LOJACK-109J US	LOJACK CORPORATION	Method And System For Portable Cellular Phone Voice Communication And Positional Location Data Communication	09/662,278	6,847,825	1/25/2005	Issued
LOJACK-109T PCT	LOJACK CORPORATION		IB01/01674	N/A	N/A	N/A
LOJACK-109AU AUSTRALIA	LOJACK CORPORATION		2001286149	2001 286149	6/11/2007	Issued
LOJACK-109BR BRAZIL	LOJACK CORPORATION		P1013904.5			Pending
LOJACK-109C CANADA	LOJACK CORPORATION		2421677			Request for exam filed 6/26/06

LOJACK-109JJ JAPAN	LOJACK CORPORATION		2002-526773			Request for exam filed 4/11/07
LOJACK-109MX MEXICO	LOJACK CORPORATION		PA/a/2003/00223 6	245046	4/17/2007	Issued
LOJACK-109RU RUSSIA	LOJACK CORPORATION		20031007096	2303854	7/27/2007	Issued
LOJACK-109ZA SOUTH AFRICA	LOJACK CORPORATION		2003/2042	2003/2042	5/26/2004	Issued
LOJACK-110J US LOJACK OPERATING COMPANY LP	LOJACK OPERATING COMPANY LP	Method Of And Apparatus For Utilizing Geographically Spread Cellular Radio Networks To Supplement More Geographically Limited Stolen Vehicle Recovery Radio Networks In Activation Of Radio Tracking And Recovery Of Such Vehicles	10/150,818	7,536,169	5/19/2009	Issued
LOJACK-110T PCT	LOJACK CORPORATION		IB02/03913	N/A	N/A	N/A
LOJACK-110C CANADA	LOJACK CORPORATION		2485005			Pending

LOJACK-110EP UNITED KINGDOM, FRANCE, SPAIN, GERMANY, ITALY, POLAND, AUSTRIA, BELGIUM, BULGARIA, SWITZERLAND, CYPRUS, CZECH REPUBLIC, DENMARK, ESTONIA, FINLAND, GRECE, IRELAND, LIECHTENSTEI N, LUXEMBOURG, MONACO, NETHERLANDS , PORTUGAL, SWEDEN, SLOVAKIA, TURKEY	LOJACK CORPORATION		02772640.5-2421	1509429	12/12/2007	Issued
LOJACK-110EP DIV	LOJACK CORPORATION		6024473.8			Pending
LOJACK-110MX MEXICO	LOJACK CORPORATION		PA/a/2004/01143 6	263978	1/20/2009	Issued
LOJACK-110MX (DIV) MEXICO	LOJACK CORPORATION		PA/A/2008/0119 82 DIV of PA/a/2004/01143 6			Pending
LOJACK-110TW TAIWAN LOJACK CORPORATION	LOJACK CORPORATION		91134068			Pending
LOJACK-110TW (DIV) Taiwan	LOJACK CORPORATION		98110325			Pending: Issued Fee paid 9/3/09

LOJACK-111J US	LOJACK OPERATING COMPANY LP	Method Of And Apparatus For Sensing The Unauthorized Movement Of Vehicles And The Like And Generating An Alarm Or Warning Of Vehicle Theft	10/241,259			Pending
LOJACK-111T PCT	LOJACK CORPORATION		IB2004/000032	N/A	N/A	N/A
LOJACK-111CH CHINA	LOJACK CORPORATION		200480016691.9	20048001669 1.9	4/2/2008	Issued
LOJACK-111EP UNITED KINGDOM, FRANCE, GERMANY, ITALY, SPAIN, POLAND, BELGIUM, NETHERLANDS , GREECE, TURKEY, CZECH REPUBLIC	LOJACK CORPORATION		04701406.3	1730005	2/27/08	Issued
LOJACK-111HK HONG KONG	LOJACK CORPORATION		0611375918	06113759.8	11/28/08	Issued
LOJACK-112J US	LOJACK CORPORATION	Method Of And Apparatus For Vehicle Inspection And The Like With Security For The Inspector And Facility For Radio Tracking Of A Vehicle Attempting Escape From The Inspector	10/441,569	7,106,211	9/12/06	Issued
LOJACK-112T PCT	LOJACK CORPORATION		IB2004/000057	N/A	N/A	N/A

LOJACK-113J US	LOJACK OPERATING COMPANY LP	Method Of And System For Expanding Localized Missing Customer-Vehicle Law Enforcement- Aided VHF Recovery Networks With Location-On- Demand Supplemental Service Features VIA Such Networks For Improved Law Enforcement- Aided Recovery, And VIA The Internet For Providing Supplemental Customer Service Features	10/886,870		7/14/09	Issued
LOJACK-113T PCT	LOJACK CORPORATION		IB04/003953	N/A	N/A	N/A
LOJACK-113BR BRAZIL	LOJACK CORPORATION		0418860-8			Pending
LOJACK-113CH CHINA	LOJACK CORPORATION		200480043913.6			Pending
LOJACK-113EP EUROPE	LOJACK CORPORATION		480126.8			Pending
LOJACK-113IN INDIA	LOJACK CORPORATION		39Mumup/2007			Pending
LOJACK-113HK HONG KONG	LOJACK CORPORATION		07105544.3			Pending

LOJACK-113MX MEXICO	LOJACK CORPORATION		MX/a/2007/0002 47			Pending
LOJACK-113ZA SOUTH AFRICA	LOJACK CORPORATION		N/A			Pending
LOJACK-113TW TAIWAN	LOJACK CORPORATION		94104544	I266072	11/11/06	Issued
LOJACK-114J US	LOJACK OPERATING COMPANY LP	A Vehicle Locating Unit With Improved Power Management Method	11/131,847	7,593,711	9/22/09	Issued
LOJACK-114T PCT	LOJACK OPERATING COMPANY LP		PCT/US2006/01 8963	N/A	N/A	N/A
LOJACK-114AR ARGENTINA	LOJACK OPERATING COMPANY LP		P060102027	AR053288B1	5/29/2009	Issued
LOJACK-114AU AUSTRALIA	LOJACK OPERATING COMPANY LP		2006427296			Pending
LOJACK-114BH BAHAMAS	LOJACK OPERATING COMPANY LP		1900			Pending
LOJACK-114BR BRAZIL	LOJACK OPERATING COMPANY LP		0610711-7			Pending
LOJACK-114C CANADA	LOJACK OPERATING COMPANY LP		2608989			Pending
LOJACK-114CH CHINA	LOJACK OPERATING COMPANY LP		200680021457.4			Pending
LOJACK-114CI CHILE	LOJACK OPERATING COMPANY LP		768-2006			Pending

{B1032703; 4}

LOJACK-114CI (DIV) CHILE	LOJACK OPERATING COMPANY LP		1390-2009 DIV of 768-2006			Pending
LOJACK-114CM OAPI	LOJACK OPERATING COMPANY LP		1200700444	13905	6/30/08	Issued
LOJACK-114CO COLUMBIA	LOJACK OPERATING COMPANY LP		07-121825			Pending
LOJACK-114EC ECUADOR	LOJACK OPERATING COMPANY LP		SP-07-7914			Pending
LOJACK-114EG EGYPT	LOJACK OPERATING COMPANY LP		PCT1250/2007			Pending
LOJACK-114EP EUROPE	LOJACK OPERATING COMPANY LP		96770448.6			Pending
LOJACK-114HK Hong Kong	LOJACK OPERATING COMPANY LP		09110067.4			
LOJACK-114ID INDONESIA	LOJACK OPERATING COMPANY LP		W00200703802			Pending
LOJACK-114IN INDIA	LOJACK OPERATING COMPANY LP		4400/KOLNP/07			Pending
LOJACK-114JJ JAPAN	LOJACK OPERATING COMPANY LP		2008-512446			Pending
LOJACK-114JA JAMAICA	LOJACK OPERATING COMPANY LP		18/1/4508			Pending
LOJACK-114K KOREA	LOJACK OPERATING COMPANY LP		10-2007- 7029516			Pending

LOJACK-114KEUG ARIPO	LOJACK OPERATING COMPANY LP		AP/P2007/00426 9			Pending
LOJACK-114MX MEXICO	LOJACK OPERATING COMPANY LP		MX/a/2007/0144 57			Pending
LOJACK-114MY MALAYSIA	LOJACK OPERATING COMPANY LP		PI2006 2218			Pending
LOJACK-114NO NORWAY	LOJACK OPERATING COMPANY LP		2007 6068			Pending
LOJACK-114NZ NEW ZEALAND	LOJACK OPERATING COMPANY LP		563505			Pending
LOJACK-114PA PANAMA	LOJACK OPERATING COMPANY LP		86754			Pending
LOJACK-114PE PERU	LOJACK OPERATING COMPANY LP		000521.2006			Pending
LOJACK-114PH PHILLIPINES	LOJACK OPERATING COMPANY LP		1-2007-502554			Pending
LOJACK-114PK PAKISTAN	LOJACK OPERATING COMPANY LP		473/2006			Pending
LOJACK-114PK (DIV) PAKISTAN	LOJACK OPERATING COMPANY LP		441/2009 DIV of 473/2006			Pending: POA due 12/25/09
LOJACK-114RU RUSSIA	LOJACK OPERATING COMPANY LP		2007146617			Pending
LOJACK-114TH THAILAND	LOJACK OPERATING COMPANY LP		0601002171			Pending

LOJACK-114TT TRINIDAD & TOBAGO	LOJACK OPERATING COMPANY LP		TT/A/2007/0028 3	TT/P/2009/00 001	2/11/09	Issued
LOJACK-114UR URUGUAY	LOJACK OPERATING COMPANY LP		29.866			Pending
LOJACK-114VE VENEZUELA	LOJACK OPERATING COMPANY LP		01093-2006			Pending
LOJACK-114ZA SOUTH AFRICA	LOJACK OPERATING COMPANY LP		2007/09888			Pending
LOJACK-115J US	LOJACK OPERATING COMPANY LP	Vehicle Locating Unit Proof Of Life Subsystem And Method	11/131,848			Pending
LOJACK-115T PCT	LOJACK OPERATING COMPANY LP		PCT/US2006/01 8962	N/A	N/A	N/A
LOJACK-115AR ARGENTINA	LOJACK OPERATING COMPANY LP		P06010208	AR053289B1	2/25/09	Issued
LOJACK-115BR BRAZIL	LOJACK OPERATING COMPANY LP		0610388-0			Pending
LOJACK-115C CANADA	LOJACK OPERATING COMPANY LP		2608998			Pending
LOJACK-115CH CHINA	LOJACK OPERATING COMPANY LP		200680023006.4			Pending:
LOJACK-115CO COLUMBIA	LOJACK OPERATING COMPANY LP		07-121818			Pending
LOJACK-115EC ECUDOR	LOJACK OPERATING COMPANY LP		SP-07-7915			Pending

LOJACK-115EP EUROPE	LOJACK OPERATING COMPANY LP		06759953.0			Pending
LOJACK-115HK HONG KONG	LOJACK OPERATING COMPANY LP		9102012.1			Pending
LOJACK-115MX MEXICO	LOJACK OPERATING COMPANY LP		MX/a/2007/0144 59			Pending
LOJACK-115VE VENEZUELA	LOJACK OPERATING COMPANY LP		01095-2006			Pending
LOJACK-115ZA SOUTH AFRICA	LOJACK OPERATING COMPANY LP		2007/09889	2007/09889	12/31/08	Issued
LOJACK-116J US	LOJACK OPERATING COMPANY LP	Vehicle Locating Unit With Input Voltage Protection	11/131,846	7511606	3/31/2009	Issued
LOJACK-116T PCT	LOJACK OPERATING COMPANY LP		PCT/US2006/01 8956	N/A	N/A	N/A
LOJACK-116AR ARGENTINA	LOJACK OPERATING COMPANY LP		P060102029	AR053290B1	5/22/09	Issued
LOJACK-116BR BRAZIL	LOJACK OPERATING COMPANY LP		01610710-9			Pending
LOJACK-116C CANADA	LOJACK OPERATING COMPANY LP		2608987			Pending
LOJACK-116CO COLUMBIA	LOJACK OPERATING COMPANY LP		07-121822			Pending
LOJACK-116EP EUROPE	LOJACK OPERATING COMPANY LP		06770447.8			Pending

LOJACK-116MX MEXICO	LOJACK OPERATING COMPANY LP		MX/a/2007/0144 58			Pending
LOJACK-116VE VENEZUELA	LOJACK OPERATING COMPANY LP		01094-2006			Pending
LOJACK-116ZA SOUTH AFRICA	LOJACK OPERATING COMPANY LP		2007/09890	2007/09890	12/31/08	Issued
LOJACK-134J US	LOJACK OPERATING COMPANY LP	Recovery System with Repeating Communication Capabilities	11/229,736			Pending
LOJACK-136CH CHINA	LOJACK OPERATING COMPANY LP	LOJACK (Chinese Characters) Chinese Trademark	4,758,593	4,758,593	4/14/2008	Registered
LOJACK- 136CH(2) CHINA	LOJACK OPERATING COMPANY LP	LOJACK (Chinese Characters) Chinese Trademark	5,153,581	5153581	8/2/809	Pending
LOJACK-137J US	LOJACK OPERATING COMPANY LP	Recovery System with De-Queue Logic	11/438,586			Pending
LOJACK-144J US	LOJACK OPERATING COMPANY LP	Adaptive Range Vehicle Locating Unit, Vehicle Tracking Unit and Vehicle Recovery System Including Same	11/716,793			Pending
LOJACK-144T PCT	LOJACK OPERATING COMPANY LP		PCT/US2008/00 3007			N/A
LOJACK-144AR ARGENTINA	LOJACK OPERATING COMPANY LP		80101015			Pending
LOJACK-144BR Brazil	LOJACK OPERATING COMPANY LP					

LOJACK-144CH China	LOJACK OPERATING COMPANY LP		2.0088E+11			
LOJACK-144EP Europe	LOJACK OPERATING COMPANY LP		8726524.5			
LOJACK-144MX Mexico	LOJACK OPERATING COMPANY LP		MX/a/2009/0097 72			
LOJACK-144MY Malaysia	LOJACK OPERATING COMPANY LP					
LOJACK-144ZA South Africa	LOJACK OPERATING COMPANY LP		2009/06309			
LOJACK-144VE VENEZUELA	LOJACK OPERATING COMPANY LP		2008-00471			Pending
LOJACK-146J US	LOJACK OPERATING COMPANY LP	Asset Recovery System	12/378,242			Pending
LOJACK-146 T PCT	LOJACK OPERATING COMPANY LP					National Stage 30 month date 8/14/10
LOJACK-147J US	LOJACK OPERATING COMPANY LP	Proximity Monitoring and Locating System	12/455,927			Pending
LOJACK-148J US ASSIGNMENT NOT YET EXECUTED		Improved Power Management System And Method For Vehicle Locating Unit				Pending
LOJACK-149J US		Base Station Frequency Measurement by the Rx in the VLU to Correct the VLU Frequency Error				On hold

LOJACK-150J US	LOJACK OPERATING COMPANY LP	Surface Acoustic Wave Resonator Filter	12/586,054			Pending
LOJACK-152J US		Method Of And Apparatus For Utilizing Geographically Spread Cellular Radio Networks To Supplement More Geographically Limited Stolen Vehicle Recovery Networks In Activation Of Radio Tracking And Recovery Of Such Vehicles	12/381,381 Con of 10/150,818			Pending
LOJACK-154J US		Vehicle Locating Unit With Improved Power Management Method	DIV OF 11/131,847			Pending
LOJACK-155J US	LOJACK OPERATING COMPANY LP	Fast Start, Low Power Oscillator System	12/589,366			Pending
LOJACK-156J US	LOJACK OPERATING COMPANY LP	Fast Settling, Bit Slicing Comparator Circuit	12/589,367			Pending
LOJACK-157J US		Synchronization System And Method For Achieving Low Power Battery Operation Of A Vehicle Locating Unit In A Stolen Vehicle Recovery System Which Receives Periodic Transmissions				

LOJACK-157PR Provisional		Synchronization System And Method For Achieving Low Power Battery Operation Of A Vehicle Locating Unit In A Stolen Vehicle Recovery System Which Receives Periodic Transmissions	61/279,630			filed
LOJACK-158J US	LOJACK OPERATING COMPANY LP	Duty Cycle Estimation System And Method	12/589,288			Pending
LOJACK-159J US	ASSIGNMENT NOT YET EXECUTED - WILL BE TO LOJACK OPERATING COMPANY LP	Dual Table Temperature Compensated Voltage Controlled Crystal Oscillator System And Method	12/589,430			Pending
LOJACK-160J US ASSIGNMENT NOT YET EXECUTED		Notched Saw Image Frequency Rejection Filter System	12/589,431			Pending

Trademarks

<u>Mark</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Date</u>
LOJACK (logo and words)	LoJack Operating Company, LP	United States	2690538	2/25/2003
LoJack (lightning bolt logo)	LoJack Operating Company, LP	United States	2690537	2/25/2003
LOJACK	LoJack Operating Company, LP	United States	2690539	2/25/2003
		European Union	2639912	09/19/2003
		Ecuador	8773	09/15/2003
		Thailand	21513	10/27/2003
		Trinidad and Tobago	22047	04/04/1995
		Venezuela	27533	05/25/2005
		Peru	33772	11/12//2003
		Saudi Arabia	38220	08/21/1996

	Peru	92930	11/10/2003
	Bolivia	97099	11/08/2004
	Bolivia	97123	11/09/2004
	Republic Of Korea	97366	02/18/2004
	Ecuador	111494	05/20/1994
	Venezuela	154107	02/16/1994
	Venezuela	154117	02/16/1994
	Poland	178125	07/01/2005
	Hungary	180303	01/03/2005
	Taiwan	184644	08/16/2003
	Colombia	191861	04/01/1996
	Thailand	193998	10/27/2003
	Republic Of Korea	198185	08/13/1990
	Paraguay	269472	07/15/2004
	Colombia	280241	02/26/2004
	Paraguay	300874	11/18/1996
	Mexico	368762	10/23/1989
	Canada	377587	12/21/1990
	Taiwan	475028	02/01/1990
	Taiwan	505697	11/16/1990
	Australia	510900	11/14/1991
	Switzerland	512959	08/05/2003
	Indonesia	535229	04/09/2003
	Indonesia	535755	04/11/2003
	New Zealand	603259	06/23/2000
	Chile	687090	03/04/2004
	Chile	693334	05/17/2004
	Mexico	887929	06/24/2005
	Australia	914250	05/15/2003
	Taiwan	1047113	06/16/2003
	United Kingdom	1388152	04/17/1991
	India	1456499	06/02/2006
	Spain	1519948(7)	12/16/1991
	France	1539703	07/04/1989
	Argentina	1999260	11/19/2004
	Japan	2710539	10/31/1995
	China	3226109	09/07/2003
	China	3386414	10/07/2004
	Japan	4846005	03/11/2005
	South Africa	199414386	12/27/1994
	Hong-Kong	199712221	09/03/1993
	South Africa	200310274	11/27/2008
	Hong-Kong	200408391	03/26/2004
	Philippines	420023583	07/23/2005
	Greece	108072	12/19/1994
LoJack Corporation	Dominican Republic	129139	Pending
	Slovakia	177677	05/07/1997
	Czech Republic	187354	01/24/1996
	Uruguay	341256	07/27/2004
	Italy	871340	05/12/1992
	Germany	1163313	08/31/1990

		Malaysia	2006393	03/03/2005
		Malaysia	2006394	12/30/2004
		Nigeria	3522698	02/27/1998
		Germany	39721557	07/24/1997
LoJack (logo)	LoJack Operating Company, LP	United States	1482211	3/29/1988
		European Union	2634772	10/07/2003
		Ecuador	8774	09/15/2003
		Republic Of Korea	8890	12/16/2003
		Thailand	21778	10/27/2003
		Venezuela	27258	04/15/2005
		Peru	33044	08/07/2003
		Peru	84741	11/14/2002
		Bolivia	97098	11/08/2004
		Bolivia	97103	11/08/2004
		Russian Federation	152762	05/16/1997
		Poland	165218	07/01/2005
		Hungary	180300	01/03/2005
		Taiwan	186179	09/16/2003
		Thailand	193999	10/27/2003
		Paraguay	275588	02/24/2005
		Colombia	280240	02/26/2004
		Switzerland	512953	08/05/2003
		Indonesia	535228	04/09/2003
		Indonesia	535754	05/11/2003
		Chile	687091	03/04/2004
		Chile	693335	05/17/2004
		Mexico	866809	01/13/2005
		Australia	912820	04/29/2003
		Taiwan	970447	11/16/2002
		Taiwan	1057948	10/16/2003
		India	1456498	06/02/2006
		Malaysia	2006395	03/03/2005
		Argentina	2023462	04/26/2005
		China	3226110	09/07/2003
		China	3386413	10/07/2004
		Paraguay	143691996	Pending
		South Africa	200310275	06/25/2008
		Hong-Kong.	200403400	10/17/2003
		Hong-Kong	200403401	10/17/2003
	LoJack Corporation	Panama	80354	06/06/1997
		Uruguay	341227	06/03/2004
		Malaysia	2006396	12/30/2004
		Philippines	420023582	03/20/2005
LoJack (logo)	LoJack Operating Company, LP	Brazil	814990878	1/21/1992
CARSEARCH BY LOJACK	LoJack Operating Company, LP	Hong Kong	199804841	09/03/1993
CarSearch by LoJack	LoJack Operating	Saudi Arabia	38221	08/21/1996

(logo)	Company, LP	Ecuador	111394	05/20/1994
		Colombia	156680	05/26/1994
		Mexico	470267	08/19/1994
		Trinidad and Tobago	22361	08/10/1995
	LoJack Corporation	Panama	80772	06/25/1997
		Greece	108071	02/17/1995
		Slovakia	177676	05/07/1997
		Czech Republic	187355	01/24/1996
LOJACK FOR LAPTOPS	LoJack Operating Company, LP	United States	3265559	7/17/2007
		European Union	5978747	04/28/2008
		Canada	719334	07/25/2008
LOJACK EARLY WARNING	LoJack Operating Company, LP	United States	2830728	4/6/2004
LOJACK LOCATE	LoJack Operating Company, LP	United States	3261614	7/10/2007
LOJACK PREVENT	LoJack Operating Company, LP	United States	1653600	8/13/1991
LOJACK. GET IT. AND GET IT BACK.	LoJack Operating Company, LP	United States	3033776	12/27/2005
THE LOJACK TRACKER	LoJack Operating Company, LP	United States	2695299	3/11/2003

Internet Domain Names (all registered to LoJack Corporation)

lifesavermanagement.com
lo-jac.com
lo-jack.com
lo-jak.com
locatebylojack.com
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lojackforluggage.com

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lojackforluggage.eu
lojacklocate.com
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lojacksafetynet.org
lojacksci.com
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myproximityplus.org
reuniteit.com
reuniteit.mobi
reuniteit.net
reuniteitbylojack.com
reuniteitbylojack.net
teamlojack.com

Material Intellectual Property and Material Software

- Intellectual Property relating to the development, design and operation of the LoJack System including, but not limited to, command center software program, remote transmitter unit software, activation software, proprietary communications protocols, serial numbers, secret number system and registration system.
- Intellectual Property relating to the LoJack vehicle tracking unit operated by police and the LoJack vehicle location unit purchased by consumers and covertly installed into their vehicles.

IP Licenses

- Amended and Restated Trademark License Agreement by and between LOJACK OPERATING COMPANY, L.P., and ABSOLUTE SOFTWARE CORPORATION, dated October 11, 2006.
- Technology License and Supply Agreement by and between LOJACK OPERATING COMPANY, L.P. and LOJACK EQUIPMENT IRELAND LIMITED, dated January 1, 2006.
- Trademark License Agreement by and between LOJACK OPERATING COMPANY, L.P. and SCIN Inc., dated October 12, 2006.