

# LOJACK CORPORATION THIRD PARTY TRADEMARK GUIDELINES

## INTRODUCTION

As a company, we are committed to protecting our trademarks and respecting the trademark rights of others. As part of this commitment, LoJack Corporation, along with its subsidiaries, affiliates, and divisions (collectively, "LoJack"), has issued these Third Party Trademark Guidelines (the "Guidelines") regarding the proper use of LoJack's trademarks for any person or entity (the "Third Party") with whom LoJack has a dealer, reseller, distributor, license or supplier relationship or other contractual relationship (the "Underlying Agreement or Relationship").

As used in these Guidelines, "LoJack Marks" means not just LoJack's registered trademarks and logos, but also unregistered trademarks for the names of its various other products and services, for which LoJack does not have registered trademarks. **Appendix A** contains a list of LoJack Marks used in the United States. This list will be updated as other trademarks are created, registered or discontinued. For a list of LoJack Marks registered and/or used in other jurisdictions, contact the Legal Department at LoJack (the "Legal Department").

By creating these Guidelines, LoJack seeks to provide instructions for the proper use of the LoJack Marks so that they remain reliable indicators of quality, source and security for consumers, customers, and other suppliers, partners, distributors and licensees. Use of any of the LoJack Marks must comply with these Guidelines or be authorized in writing by LoJack.

A Third Party's continued use of the LoJack Marks is deemed to be the Third Party's agreement to and acceptance of these Guidelines, and any updates or changes to these Guidelines.

### **1. GENERAL**

#### **A. What is a trademark?**

A trademark is a word, phrase, symbol or design, or a combination of those things, that *distinguishes* one company's products and services from the products and services of another. Further, a trademark is a symbol of the source of a product or service, but it is *not* the good or service itself and it is not used to refer to a company (although a trademark may also be the name of a company). For example, we brand our theft recovery devices (e.g., LoJack® stolen vehicle recovery system) and other products using the LoJack Marks so that people associate products displaying this mark with our company. Similarly, the "Swoosh" logo and JUST DO IT tag line are trademarks which indicate that Nike, Inc. is the source of products bearing these marks.

A service mark is simply a trademark that identifies the source of a service. A logo is a trademark that incorporates a design of some sort, such as our mark that includes the lightning bolt element. We will use the word "trademark" or "mark" in these Guidelines to refer to trademarks, service marks and logos. NOTE: A trademark is *not* the same as a copyright or a patent.

A registered trademark is a trademark that has been registered by the U.S. Patent and Trademark Office ("USPTO") and/or a trademark office in another jurisdiction. A non-registered trademark is a mark to which you may claim ownership rights in the United States and several other countries based on use, even though it has not been registered with a jurisdiction's trademark office.

## **B. Why are trademarks important?**

Trademarks are very important because they help to prevent confusion in the marketplace by distinguishing one company's products and services from the products and services of another company. For example, when a consumer sees the mark LoJack® on a recovery device, the consumer understands that LoJack has either created or endorsed that product, and that the quality of the product is consistent with the quality of LoJack's other products and services. If anyone other than LoJack, or one of its authorized dealers or licensees, were to use one of the LoJack Marks to market a product, users could be misled into thinking that the unauthorized person's products or services were created or endorsed by LoJack, or that those products or services met the quality control standards of LoJack.

## **C. Why do we have these Guidelines?**

We have prepared these Guidelines to inform you of the legal principles governing trademarks. Failure to prevent improper trademark use by us or others may result in the loss of our rights in the LoJack Marks, which are some of our most valuable assets.

## **D. To whom do these Guidelines apply?**

These Guidelines apply to all Third Parties with whom LoJack has entered into an Underlying Agreement or Relationship, including but not limited to LoJack's suppliers, and authorized licensees, distributors, dealers, and resellers. Nothing contained in these Trademark Guidelines should be considered a license or consent to use LoJack Marks by anyone other than these Third Parties.

## **E. Who may you contact if you have a question about these Guidelines?**

Because it is impossible to address all contingencies in this compact format, we have designated the Legal Department to provide guidance concerning our Trademark Guidelines. If you have any questions about these Guidelines or how to handle any special issues not covered in these Guidelines, please contact the LoJack Legal Department before proceeding.

## **2. GENERAL GUIDELINES FOR THIRD PARTY USE OF LOJACK MARKS**

### **A. Authorization**

LoJack may authorize a Third Party with whom it has entered into an Underlying Agreement or Relationship to use the LoJack Marks to identify LoJack's products and services. Unless provided otherwise in an Underlying Agreement or Relationship, authorization:

- i.** is subject to these Guidelines;
- ii.** may be revoked at LoJack's sole discretion; and
- iii.** terminates automatically with any termination of the Underlying Agreement or Relationship.

In addition, unless otherwise authorized in an Underlying Agreement or Relationship, any violation of the Guidelines constitutes a violation of the Underlying Agreement or Relationship and thus is grounds for termination of that agreement or relationship. When using the LoJack Marks under this authorization, the Third Party must comply with all federal and state laws pertaining to trademarks, must comply with the Underlying Agreement or Relationship including, without limitation, quality control requirements and marking and attribution requirements.

## **B. Limited Right and License to Use LoJack Marks**

A Third Party may only use the LoJack Marks in connection with the Third Party's marketing or sale of LoJack's products and services during the term of the Underlying Agreement or Relationship. The Third Party may never use the LoJack Marks, or any variation of these marks:

- i. as part of its company name, trademarks, logos or Internet domain names or addresses, or combine the LoJack Marks with any of its trademarks, without the prior written consent of the Legal Department or unless specifically authorized in the Underlying Agreement or Relationship;
- ii. to directly or indirectly imply affiliation with LoJack beyond the Third Party's limited right to use the LoJack Marks to sell and promote LoJack's products and services; that is, the Third Party must always make it obvious to the public in its advertisement, promotion and distribution of LoJack's products and services that it is an independent company or person;
- iii. to disparage LoJack or LoJack's products and services, damage the reputation and goodwill associated with the LoJack Marks, infringe any of LoJack's intellectual property rights, or violate any other law or regulation; or
- iv. in any other manner that would make the public believe that the Third Party has a more significant relationship, contractual or otherwise, with LoJack than as set out under the terms of the Underlying Agreement or Relationship.

**Requests by a Third Party to use the LoJack Marks in a manner other than as specified in these Guidelines or an Underlying Agreement or Relationship must be submitted to the Legal Department. All requests will be considered on a case-by-case basis.**

## **C. Ownership of Rights in LoJack Marks**

LoJack has exclusive right, title and interest in and to LoJack's intellectual property, including the LoJack Marks, copyrights, patents and proprietary information. A Third Party must not do anything to impair these rights. Further, the Third Party must never represent that it owns LoJack's intellectual property. The Third Party's authorized use of LoJack Marks does not create any ownership interest in these marks.

## **D. Limited Internet Use**

A Third Party may use the Internet to promote and advertise LoJack's products or services. However, the Third Party may not sell or distribute LoJack's products or services through the Internet or use LoJack Marks in its Internet domain name or address. In addition, the Third Party may not advertise or sell LoJack's products or services through unrelated third parties or third party web sites or auction sites.

## **E. Quality Maintenance**

To confirm that a Third Party is in compliance with the Guidelines and the Underlying Agreement or Relationship, LoJack may, at its own expense, conduct inspections of the Third Party's premises during normal business hours. LoJack must notify the Third Party within a reasonable amount of time before conducting the inspection. LoJack may not conduct more than one inspection within a twelve-month period. At LoJack's request, the Third Party must promptly provide samples of its printed and electronic advertising materials bearing the LoJack Marks for LoJack's review.

## **F. Quality Control**

If LoJack notifies a Third Party that its use of the LoJack Marks fails to comply with the Guidelines or with the Underlying Agreement or Relationship, the Third Party must correct the defects cited by LoJack within a reasonable time period. If, in LoJack's sole discretion, the Third Party fails to correct these defects in a timely manner, then LoJack may terminate the Third Party's right to use the LoJack Marks.

## **G. Termination Obligations**

Upon termination of the Third Party's right to use the LoJack Marks, or at LoJack's specific direction, the Third Party must cease all use of the LoJack Marks or any marks that so resemble the LoJack Marks they could lead to consumer confusion as to source. After its rights have been terminated, the Third Party also must promptly deliver to LoJack all materials on which the LoJack Marks appear.

## **H. Relief**

A violation of these Guidelines would result in irreparable damage. Therefore, in addition to any other available remedies, LoJack is entitled to injunctive relief against any such violation or threatened violation.

# **3. PROTECTING LOJACK MARKS**

## **A. Use LoJack Marks Correctly**

The LoJack Marks must be used in a proper manner in order to preserve LoJack's rights in them and achieve maximum brand recognition. **Trademark usage rules and notice symbols apply when referring to the products or services the LoJack Marks are registered and/or identified with and not when referring to LoJack as a company.** See **Appendix A** for product/service registration details. Following are guidelines for proper use of the LoJack Marks:

### **i. Use as a Proper Adjective, Not as a Noun or Verb.**

- a. Except when using a trademark as a logo, trademarks should always be used as a proper adjective (not as a noun or verb), followed by an appropriate descriptor of the product or service for which the trademark is registered or used.
- b. **Not Acceptable:** A LOJACK® is the best in the industry.
- c. **Acceptable:** A LOJACK® stolen vehicle recovery system is the best in the industry.

### **ii. Do Not Modify.**

- a. As a general rule, you should not modify a trademark or a design, or add or delete any words, add hyphens, or vary the spelling once the trademark is introduced.

### **iii. Distinguish When Used in Text.**

- a. When used in text always distinguish the LoJack Mark from the surrounding text by capitalizing the entire LoJack Mark, the first letter of each term in the mark, or as otherwise appropriate (e.g., the "L" and the "J" in "LoJack"). Please see the attached *LoJack Logo Guidelines* for information on the distinctive and direct graphic device(s) including approved colors, typeface, background, etc. for LoJack logos. If you need to reduce the size of a logo due to space limitations, proportional scaling may be permissible as long as the wording remains legible.

- b. **Not Acceptable**: Lo-Jack® stolen vehicle recovery system
  - c. **Not Acceptable**: Lojack® stolen vehicle recovery system
  - d. **Acceptable**: LoJack® stolen vehicle recovery system
- iv. Do Not Use in the Possessive or Plural Form.**
- a. **Not Acceptable**: LoJack's® stolen vehicle recovery system tracking signal is best-in-class technology.
  - b. **Acceptable**: The tracking signal of the LoJack® stolen vehicle recovery system is best-in-class technology.
  - c. **Not Acceptable**: LoJacks® may be purchased directly from LoJack.
  - d. **Acceptable**: The LoJack® system may be purchased from LoJack.
- v. Do Not Abbreviate or Create an Acronym (e.g., "LJ").**
- vi. Do Not Create your own Slogan with which a LoJack Mark is Used.**
- a. **Not Acceptable**: Thieves Stink. Get LOJACK®
  - b. **Acceptable**: GET IT BACK WITH A LOJACK® stolen vehicle recovery system.
- vii. Use Consistently.**
- a. Consistent use, with proper formatting and spelling, of the LoJack Marks is particularly important in the case of logos or stylized trademarks because even a minor variation may be deemed to create another distinct trademark. This may result in the loss of trademark rights for the trademark in its original form. Please see **Appendix A** and the *LoJack Logo Guidelines*.
- viii. Use in Connection with Appropriate Products and Services.**
- a. **Not Acceptable**: THE LOJACK TRACKER® stolen vehicle recovery system
  - b. **Acceptable**: LOJACK® stolen vehicle recovery system

**B. Use Notice Symbols and Attribution Correctly**

**i. Notice**

Trademark symbols must be used in order to provide notice of LoJack's rights in its marks and to protect its marks. LoJack Marks that are registered in a particular jurisdiction must bear the ® symbol when used in that jurisdiction. In general, the ™ symbol will not be used in connection with a mark for LoJack's products or services unless LoJack expressly approves such use. The proper trademark notice symbol is shown in Appendix A.

LoJack's word marks must bear the proper trademark notice symbols (® or ™) in the first and most prominent usage of the trademark and again in the first appearance of a word mark in the text or body of copy, or on our website. Once proper trademark notice symbols are used, and a LoJack Mark is correctly attributed to LoJack (see below), in permitted materials, it is not ordinarily necessary to mark

subsequent appearances of a *word* mark in the same text. Notice symbols must always appear with all LoJack's *logos*.

Use notice symbols in superscripted font immediately following LoJack Marks. If the appropriate trademark symbol is not available, use parentheses: (TM) or (R). The improper use of the registration symbol is unlawful.

**ii. Attribution**

In addition to the proper notice symbols, a Third Party must clearly indicate in its LoJack advertising and promotional materials that LoJack is the owner of the LoJack Marks. The following attribution statement must be used at the end of all materials referencing the LoJack Marks: "[Insert all LoJack Marks that appear in that particular piece] is/are trademark(s) (or registered trademark(s)) of [LoJack Corporation (or proper entity)] in the United States and other countries."

**Example:** "LoJack® and the LoJack logo are registered trademarks of LoJack Corporation in the United States and other countries."

A Third Party must not alter or remove any attribution language contained in materials provided by LoJack to the Third Party. Finally, a Third Party must clearly display in any of the materials containing the LoJack Marks that the Third Party is a distributor of LoJack's products or services.

## APPENDIX A

The following are LoJack Marks registered in the United States. You may contact the Legal Department for a list of LoJack Marks registered in other jurisdictions.

The first three marks are registered for and used when referring to LoJack's stolen vehicle tracking units and recovery services.

1. LOJACK® (e.g., LoJack® Stolen Vehicle Recovery System)
2. LO ⚡JACK® (e.g., LO ⚡JACK® Stolen Vehicle Recovery System)
3. LO ⚡JACK EARLY WARNING® (e.g., LO ⚡JACK EARLY WARNING® Stolen Vehicle Recovery System)

**The foregoing word and design marks are for illustrative purposes only and are not to be copied and pasted elsewhere because they do not conform to LoJack's style requirements as specified in the *LoJack Logo Guidelines*. Contact LoJack for a copy of these Guidelines.**