

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HTI IP, LLC		03/31/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley & Co. Incorporated		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Collateral Agent:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77311799	DRIVE CONNECTED	
Serial Number:	77318092	IN-DRIVE	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-819-8200		
Email:	trademarkdocket@whitecase.com		
Correspondent Name:	Matthew Bart		
Address Line 1:	White & Case LLP		
Address Line 2:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1130558-0025		
NAME OF SUBMITTER:	Matthew Bart		
Signature:	/Matthew Bart/		

TRADEMARK

900104572

REEL: 003763 FRAME: 0170

CH \$65.00 77311799

Date:

04/21/2008

Total Attachments: 4

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, HTI IP, LLC, a Delaware limited liability company (the “Grantor”) with principal offices at 41 Perimeter Center East, Suite 400, Atlanta GA 30326, hereby grants to Morgan Stanley & Co. Incorporated, as Collateral Agent, with principal offices at 1585 Broadway, New York, New York 10036 (the “Grantee”), a continuing security interest in (i) all of the Grantor’s right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the “Marks”) set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Guaranty and Collateral Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

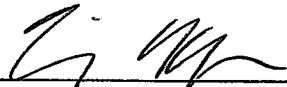
THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Guaranty and Collateral Agreement among the Grantor, the other grantors from time to time party thereto and the Grantee, dated as of March 31, 2008 (as amended, modified, restated and/or supplemented from time to time, the “Guaranty and Collateral Agreement”).

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guaranty and Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Guaranty and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement shall govern.

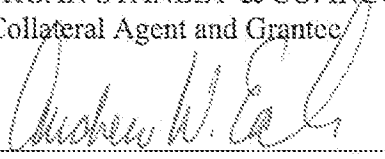
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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
31st day of March, 2008.

HTI IP, LLC, Grantor

By 
Name: Craig Kaufmann
Title: Treasurer

MORGAN STANLEY & CO. INCORPORATED,
as Collateral Agent and Grantee

By 

Name: Andrew Earls

Title: Managing Director

Trademark	Reg. No. (App. Date)	Reg. Date (Filing Date)
DRIVE CONNECTED	(77/311,799)	(10/24/2007)
IN-DRIVE	(77/318,092)	(10/31/2007)