

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Networkfleet, Inc.		12/17/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Plase HT, LLC		
Street Address:	c/o Apollo Management, L.P., 1 Manhattanville Rd., Ste. 201		
City:	Purchase		
State/Country:	NEW YORK		
Postal Code:	10577		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2884432	CONNECT WITH YOUR INNER CAR	
Registration Number:	2808703	KNOW WHAT YOUR CAR IS THINKING	
Registration Number:	2810620	NETWORKCAR	
Registration Number:	2897117	NETWORKCAR	
Registration Number:	3221288	NETWORKFLEET	
Registration Number:	3256508	CONNECT WITH YOUR FLEET. LOG ON.	
CORRESPONDENCE DATA			
Fax Number:	(212)872-1002		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-872-7428		
Email:	dcuellar@akingump.com		
Correspondent Name:	Daniel Cuellar		
Address Line 1:	One Bryant Park c/o AGSHF		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Daniel Cuellar		

OP \$165.00 2884432

900150307

TRADEMARK
REEL: 004117 FRAME: 0338

Signature:	/Daniel Cuellar/
Date:	12/18/2009
Total Attachments: 5 source=Networkfleet_Grant_of_Security_Interest_in_U_S__Trademarks#page1.tif source=Networkfleet_Grant_of_Security_Interest_in_U_S__Trademarks#page2.tif source=Networkfleet_Grant_of_Security_Interest_in_U_S__Trademarks#page3.tif source=Networkfleet_Grant_of_Security_Interest_in_U_S__Trademarks#page4.tif source=Networkfleet_Grant_of_Security_Interest_in_U_S__Trademarks#page5.tif	

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Networkfleet, Inc., a Delaware corporation (the "Grantor"), hereby grants to Plase HT, LLC, as Collateral Agent (the "Grantee"), its successors and permitted assigns, for the ratable benefit of the Secured Creditors (as such term is defined in the Guaranty and Collateral Agreement referred to below) a security interest (the "Security Interest") in (i) all of the Grantor's right, title and interest in and to the Trademarks (as such term is defined in the Guaranty and Collateral Agreement referred to below), including the United States trademarks, trademark registrations and trademark applications (the "Trademark Collateral") set forth on Schedule A attached hereto and (ii) all Proceeds (as such term is defined in the Guaranty and Collateral Agreement referred to below) and products of the Trademark Collateral. Notwithstanding the foregoing, the Trademark Collateral shall not include any lease, license, contract, property right or agreement (or any of its rights or interests thereunder) if and to the extent that the grant of the security interest shall, after giving effect to Sections 9-406, 9-407, 9-408 or 9-409 of the New York UCC (or any successor provision or provisions) or any other applicable law, constitute or result in the abandonment, invalidation or unenforceability of any right, title or interest of the Grantor therein, or any other items excluded from the definition of Collateral (as such term is defined in the Guaranty and Collateral Agreement).

THIS GRANT is made as security for the payment or performance, as applicable, in full of the Obligations, as such term is defined in the Second Lien Guaranty and Collateral Agreement among Hughes Telematics, Inc., a Delaware corporation (the "Borrower"), the Grantors, the other subsidiaries of the Borrower from time to time party thereto and the Grantee, dated as of December 17, 2009 (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.

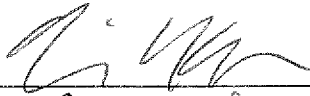
This Grant and the Security Interest granted pursuant hereto shall only terminate pursuant to Section 7.13 of the Guaranty and Collateral Agreement.

This Grant shall be governed by the laws of the State of New York applicable to agreements entered into and performed in such State.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the ____ day of
December, 2009.

Networkfleet, Inc., as Grantor

By: 
Name: Craig Kaufmann
Title: Treasurer

PLASE HT, LLC, as Collateral Agent and Grantee

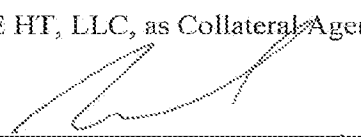
By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the _____ day of
December, 2009.

Networkfleet, Inc., as Grantor

By: _____
Name:
Title:

PLASE HT, LLC, as Collateral Agent and Grantee

By:  _____
Name: *Melissa Ward*
Title: *CEO President*

<u>MARK</u>	<u>REGISTRATION/APPLICATION NO.</u>
CONNECT WITH YOUR INNER CAR	2,884,432
KNOW WHAT YOUR CAR IS THINKING	2,808,703
NETWORKCAR	2,810,620
NETWORKCAR and Design	2,897,117
NETWORKFLEET	3,221,288
CONNECT WITH YOUR FLEET. LOG ON.	3,256,508