

# 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
HTI IP, LLC		12/17/2009	LIMITED LIABILITY COMPANY: 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: 8			
Property Type	Number	Word Mark	
Serial Number:	77311799	DRIVE CONNECTED	
Registration Number:	3713375	DRIVE CONNECTED	
Serial Number:	77318092	IN-DRIVE	
Registration Number:	3681420	IN-DRIVE	
Serial Number:	77595216	DRIVING BUSINESS	
Serial Number:	77595233		
Serial Number:	77594011	COCERO	
Serial Number:	77752509	CRISIS ASSIST	
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		

OP \$215.00 77311799

900150308

TRADEMARK  
 REEL: 004117 FRAME: 0345

Address Line 1: One Bryant Park c/o AGSHF  
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Daniel Cuellar
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Signature:	/Daniel Cuellar/
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Date:	12/18/2009
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**Total Attachments: 5**

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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"), 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.

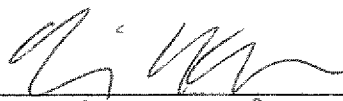
This Grant and the Security Interest granted pursuant hereto shall only terminate pursuant to Section 7.13 of the Guaranty and Collateral Agreement.

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.

HTI IP, LLC, as Grantor

By:   
Name: Craig Kaufmann  
Title: Treasurer

PLASE HT, LLC, as Collateral Agent and Grantee

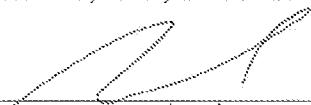
By: \_\_\_\_\_  
Name:  
Title:

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

HTI IP, LLC, as Grantor

By: \_\_\_\_\_  
Name:  
Title:

PLASE HT, LLC, as Collateral Agent and Grantee

By:  \_\_\_\_\_  
Name: *Matthew Nord*  
Title: *Vice President*

**MARK**

**REGISTRATION/APPLICATION NO.**

DRIVE CONNECTED	(77/311,799)
DRIVE CONNECTED	3,713,375
IN-DRIVE	(77/318,092)
IN-DRIVE	3,681,420
DRIVING BUSINESS	(77/595,216)
globe design	(77/595,233)
COCERO	(77/594,011)
CRISIS ASSIST	(77/752,509)