

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Grant of Security Interest in US Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HTI IP, LLC		12/21/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley & Co. Incorporated, as Collateral Agent
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	INC. ASSOCIATION: 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)354-8113

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2128198200

Email: fcutajar@whitecase.com

Correspondent Name: White & Case LLP

TRADEMARK

900150404

REEL: 004118 FRAME: 0256

OP \$215.00 77311799

Address Line 1:	1155 Avenue of the Americas
Address Line 2:	Patents & Trademarks
Address Line 4:	New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1130558-0025
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NAME OF SUBMITTER:	Frances B. Cutajar
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Signature:	/Frances B. Cutajar/
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Date:	12/21/2009
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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 30346, hereby grants to Morgan Stanley & Co. Incorporated, as Collateral Agent, with principal offices at 1585 Broadway, New York, New York 10036 (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 ("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 Guaranty and Collateral Agreement among Hughes Telematics, Inc., a Delaware corporation (the "Borrower"), the Grantors, the other subsidiaries of Borrower 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.

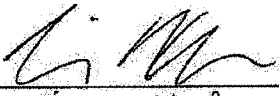
This Grant and the Security Interest granted pursuant hereto shall only terminate pursuant to Section 7.13 of the Guaranty and Collateral Agreement.

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 21 day of
December, 2009.

HTI IP, LLC, as Grantor

By 
Name: Craig Kaufmann
Title: Treasurer

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

By 
Name: SUBHALAKSHMI GHOSH-KOHLI
Title: VP

*Grant of Security Interest in Trademarks
(HTI IP, LLC)*

SCHEDULE A

<u>MARK</u>	<u>REGISTRATION/APPLICATION NO.</u>
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)