

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in US Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NETWORKFLEET, INC.		12/21/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Morgan Stanley & Co. Incorporated, as Collateral Agent
<b>Street Address:</b>	1585 Broadway
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>Entity Type:</b>	INC. ASSOCIATION: 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)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  
**Address Line 1:** 1155 Avenue of the Americas  
**Address Line 2:** Patents & Trademarks  
**Address Line 4:** New York, NEW YORK 10036

**OP \$165.00 2884432**

ATTORNEY DOCKET NUMBER:	1130558-0025
NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	12/21/2009
Total Attachments: 4 source=NetworkFleetTMSecurityGrantToMorganStenley#page1.tif source=NetworkFleetTMSecurityGrantToMorganStenley#page2.tif source=NetworkFleetTMSecurityGrantToMorganStenley#page3.tif source=NetworkFleetTMSecurityGrantToMorganStenley#page4.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") with principal offices at 4510 Executive Drive, Suite 215, San Diego, CA 92121, 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.

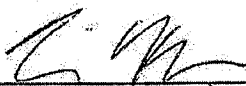
This Grant and the Security Interest granted pursuant hereto shall only terminate pursuant to Section 7.13 of the Guaranty and Collateral Agreement.

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

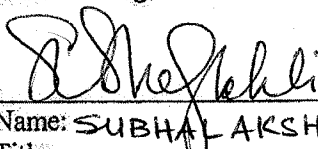
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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 21<sup>st</sup> day of  
December, 2009.

NETWORKFLEET, INC., 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  
(Networkfleet, Inc.)*

TRADEMARK  
REEL: 004118 FRAME: 0266

SCHEDULE A

<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