TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NAVMAN WIRELESS UK LIMITED		101/01/2009	LIMITED LIABILITY COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	NAVMAN WIRELESS NORTH AMERICA LP
Composed Of:	COMPOSED OF Navman Wireless OEM General Partner LLC, a limited liability company of Delaware, and Navman Wireless International Holdings Limited, a company incorporated in England
Street Address:	2700 PATRIOT BLVD
Internal Address:	SUITE 150
City:	GLENVIEW
State/Country:	ILLINOIS
Postal Code:	60026
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3045513	ONLINEAVL
Registration Number:	3081608	HALO

CORRESPONDENCE DATA

Fax Number: (312)862-2200 Phone: 3128623312

Email: patrick.lau@kirkland.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Kirkland & Ellis LLP Address Line 1: 300 North LaSalle

Address Line 2: c/o Patrick Lau, Legal Assistant
Address Line 4: Chicago, ILLINOIS 60654

TRADEMARK

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ATTORNEY DOCKET NUMBER:	22588-5 PL
NAME OF SUBMITTER:	Patrick Lau
Signature:	/pl/
Date:	10/20/2011
Total Attachments: 5 source=20185964_1#page1.tif source=20185964_1#page2.tif source=20185964_1#page3.tif source=20185964_1#page4.tif source=20185964_1#page5.tif	

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "<u>Agreement</u>") is made as of January 1, 2009 ("<u>Effective Date</u>"), by and among NAVMAN WIRELESS UK LIMITED, a company incorporated in England ("<u>Assignor</u>"), and NAVMAN WIRELESS NORTH AMERICA LP, a Delaware limited partnership ("<u>Assignee</u>").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of January 1, 2009 (the "Purchase Agreement") (capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement);

WHEREAS, Assignor is engaged, among other businesses, in the business of the ownership and licensing of intellectual property associated with various satellite navigation applications at its facilities located in Keele, United Kingdom (the "IP Business"); and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignor agreed to sell, assign, transfer, convey and deliver to Assignee (and Assignee agreed to purchase and accept from Assignor) all of the Assignor's right, title and interest in and to the Acquired Assets, including (i) the patents and patent applications set forth on Schedule A (the "Patents"), and (ii) the trademarks and trademark applications set forth on Schedule B (the "Trademarks").

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, convey and deliver unto Assignee (and Assignee does hereby purchase and accept from Assignor), as of the date first above written, all of Assignor's right, title and interest in and to the Acquired Assets, including the following:

- (i) the Patents set forth on <u>Schedule A</u> for the United States and for all foreign countries, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, in each case, to be held and enjoyed by Assignee, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and transfer not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives; and
- (ii) the Trademarks set forth on <u>Schedule B</u> for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, together with all goodwill associated therewith, in each case, to be held and enjoyed by Assignee, its

TRADEMARK REEL: 004645 FRAME: 0460 assigns and successors, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and transfer not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Patents and the Trademarks.

[Signature Page Follows.]

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IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

Navman Wireless UK Limited

By: Plant

Name: MICHAEL HETVIN

Title: <u>Director, Chilf Filancial</u>

Navman Wireless North America LP

Name MICHAEL UKNY

Title: Me Breakent & Theoremen

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT

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SCHEDULE A

PATENTS

PATENT TITLE	PATENT OR	FILE	COUNTRY
	APPLICATION	DATE	
	NUMBER		
Vehicle activity tracking	6789013	03/26/02	US
Vehicle location and navigation system	11/908285	03/09/06	US
Vehicle location and navigation system	2006221152	03/09/06	Australia
Vehicle location and navigation system	06733138.9	03/09/06	EP

SCHEDULE B

TRADEMARKS

COUNTRY	MARK	APPLICATION NUMBER	REGIS. NUMBER	REGIS. DATE
US	ONLINEAVL	78/505467	3045513	01/17/06
US	HALO	78/342269	3081608	04/18/06
Australia	HALO	982745	982745	12/18/03
Canada	HALO	1206024	TMA682164	02/22/07
CTM	HALO	3557766	3557766	03/31/08
CTM	ONLINEAVL	3558178	3558178	02/22/05
New Zealand	HALO	705769	705769	09/09/04
New Zealand	ONLINEAVL	705768	705768	09/09/04

RECORDED: 10/20/2011