

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
NAVMAN WIRELESS NORTH AMERICA LP		10/26/2011	LIMITED PARTNERSHIP: DELAWARE
NAVMAN WIRELESS HOLDINGS LP		10/26/2011	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	NXT CAPITAL, LLC, as Agent
Street Address:	191 North Wacker Drive, Suite 1200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3045513	ONLINEAVL
Registration Number:	3081608	HALO
Registration Number:	3845156	JUPITER
Serial Number:	85357693	M-NAV
Serial Number:	85357692	QTANIUM
Serial Number:	85044610	QUBE

CORRESPONDENCE DATA

Fax Number: (312)863-7806
 Phone: 312-863-7198
 Email: nancy.brougher@goldbergekohn.com

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

Correspondent Name: Nancy Brougher

900205689

**TRADEMARK
 REEL: 004649 FRAME: 0495**

OP \$165.00 3045513

Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6492.049

NAME OF SUBMITTER: Nancy Brougher

Signature: /njb/

Date: 10/27/2011

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 26th day of October, 2011, by Navman Wireless North America LP, a Delaware limited partnership and Navman Wireless Holdings LP, a Delaware limited partnership (each, a "Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

W I T N E S S E T H

WHEREAS, Grantors, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantors (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement of even date herewith among Grantors, one or more of their affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), to secure payment of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Collateral Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, each Grantor hereby grants to Grantee, for the benefit of Lenders and the other Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a lien on and security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

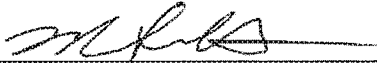
(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any such Trademark, or (b) injury to the goodwill associated with any such Trademark.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NAVMAN WIRELESS NORTH AMERICA LP

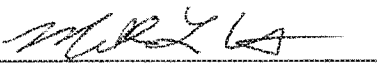
By: Navman Wireless OEM General Partner LLC, its
General Partner

By 

Name: Michael Henn

Its: Vice President and Treasurer

NAVMAN WIRELESS HOLDINGS LP

By 

Name: Michael Henn

Its: Vice President and Treasurer

Agreed and Accepted
As of the Date First Written Above

NXT CAPITAL, LLC,
as Agent

By _____
Its _____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NAVMAN WIRELESS NORTH AMERICA LP

By _____
Name _____
Its _____

Agreed and Accepted
As of the Date First Written Above

NXT CAPITAL, LLC,
as Agent

By Amanda Ferguson
Name: Amanda Ferguson
Its: Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS

MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
ONLINEAVL	78505467	3045513	01/17/06	Navman Wireless North America LP
HALO	78342269	3081608	04/18/06	Navman Wireless North America LP
JUPITER	77932588	3845156	09/07/10	Navman Wireless Holdings, L.P.

TRADEMARK APPLICATIONS

MARK	SERIAL NUMBER	FIRST USE DATE	OWNER INFORMATION
M-NAV	85357693	04/28/06	Navman Wireless North America, L.P.
QTANIUM	85357692	10/29/10	Navman Wireless North America, L.P.
QUBE	85044610	12/04	Navman Wireless Holdings, L.P.