

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
Reynolds and Reynolds Holdings, Inc.		09/22/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Networkcar, Inc.		
Street Address:	4510 Executive Drive		
Internal Address:	Suite P7		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
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	
Serial Number:	78460672	NETWORKFLEET	
CORRESPONDENCE DATA			
Fax Number:	(213)430-6407		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(213) 430-8308		
Email:	sgordon@omm.com		
Correspondent Name:	Shari L. Gordon		
Address Line 1:	400 S. Hope Street		
Address Line 2:	18th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071-2899		

CH \$140.00 2884432

ATTORNEY DOCKET NUMBER:	028,287-96
NAME OF SUBMITTER:	Shari L. Gordon
Signature:	/Shari L. Gordon/
Date:	10/11/2006
Total Attachments: 7 source=Reynolds Holdings#page1.tif source=Reynolds Holdings#page2.tif source=Reynolds Holdings#page3.tif source=Reynolds Holdings#page4.tif source=Reynolds Holdings#page5.tif source=Reynolds Holdings#page6.tif source=Reynolds Holdings#page7.tif	

ASSIGNMENT OF TRADEMARKS

WHEREAS, Reynolds and Reynolds Holdings, Inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at One Reynolds Way, Kettering, OH 45430 (“Assignor”), is the owner of all right, title and interest in and to the trademarks (the “Marks”) set forth in **Schedule A**, attached hereto;

WHEREAS, Networkcar, Inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 4510 Executive Drive, Suite P7, San Diego, CA 92121 (“Assignee”), is desirous of acquiring the Assignor’s entire right, title and interest in and to the Marks; and

WHEREAS, Assignor desires to assign all of its rights, title and interest in and to the Marks and Assignee desires to acquire from Assignor all of Assignor’s rights, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor, by these presents, does hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, its entire right, title and interest in and to the Marks together with the goodwill of the business associated therewith, and all claims for damages by reason of past, present and future infringement of the rights assigned under this Assignment with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives; the above transferred right, title and interest to be held and enjoyed by said Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made;

THE ASSIGNOR HEREBY represents and covenants that it has the full right to convey its entire interest herein assigned and that it has not executed, and will not execute, any agreement in conflict herewith;

THE ASSIGNOR HEREBY covenants and agrees that the rights and obligations set forth in this instrument shall be binding upon, and inure to the benefit of, its heirs, legal representatives, successors and assigns;

THE ASSIGNOR HEREBY grants the Assignee, its successors, legal representatives and assigns, the power to insert on this instrument any further identification that may be necessary or desirable to comply with the recordation rules of any trademark office or agency throughout the world;

THE PARTIES HEREBY agree that notwithstanding any representation or covenant made by Assignor in this instrument, no claim shall arise as between Assignee and Assignor hereunder. Any claims with respect to the Marks shall arise solely under and shall be subject to such limitations applicable to, including, in each case, the indemnification provisions and limitations thereon set forth in, that certain Purchase Agreement dated as of July 20, 2006, by and

between The Reynolds and Reynolds Company, the sole stockholder of Assignor, and Hughes Telematics, Inc., the sole stockholder of Assignee; and

THE PARTIES HEREBY agree that this Assignment may be executed in two or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN TESTIMONY WHEREOF, the Assignor and Assignee hereunto sets their hands and seals the day and year set forth opposite their signatures.

BY ASSIGNOR:

Date: 9/22/06

REYNOLDS AND REYNOLDS HOLDINGS, INC.
One Reynolds Way, Kettering, OH 45430, U.S.A.

By: Gregory T. Geswein
Gregory T. Geswein

Title: Senior Vice President and Chief Financial Officer

State of Ohio)

) ss: 343-72-7291

County of Montgomery)

This 22nd day of September, before me personally came the above-named duly authorized representative of Assignor personally known to me as the individual who executed the foregoing Assignment on behalf of the Assignor, who acknowledged to me that he had the authority to execute same for the purposes therein set forth.

Virginia Terry Hicks
My commission expires: 2/28/11

BY ASSIGNEE:

Date: 9/6/06

NETWORKCAR, INC.
4510 Executive Drive, Suite P7, San Diego, CA 92121 U.S.A.

By: Paul Washicko
Paul Washicko
Title:

State of District)
County of Columbia) ss:

This 6th day of September, 2006 before me personally came the above-named duly authorized representative of Assignee personally known to me as the individual who executed the foregoing Assignment on behalf of the Assignee, who acknowledged to me that he had the authority to execute same for the purposes therein set forth.

Virginia L Fort
My commission expires:

VIRGINIA L FORT
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires November 14, 2010



Schedule A

Trademarks

Mark	Country	Int'l Class G&S	Serial / Reg. No.	Filing / Reg. Date
CONNECT WITH YOUR INNER CAR	US	Tracking, locating and monitoring of vehicles in Cl. 35 Car maintenance and repair services; emergency road side services; emissions and performance monitoring of vehicles; providing information in the field of scheduled automotive maintenance appointments, automotive maintenance notifications, remote vehicle diagnostic information and vehicle record keeping via a global computer information network in Cl. 37 Stolen vehicle recovery services in Cl. 45	2,884,432	09/14/04
CONNECT WITH YOUR INNER CAR	Canada	Tracking, locating and monitoring of vehicles Car maintenance and repair services; emergency road side services; emissions and performance monitoring of vehicles; providing information in the field of scheduled automotive maintenance appointments, automotive maintenance notifications, remote vehicle diagnostic information and vehicle record keeping via a global computer information network Stolen vehicle recovery services.	TMA651960	10/31/05
KNOW WHAT YOUR CAR IS THINKING	US	Stolen vehicle recovery services in Cl. 45 Tracking, locating and monitoring of vehicles in Cl. 35 Car maintenance and repair services; emergency road side services; emissions and performance monitoring of vehicles; providing information in the field of scheduled automotive maintenance appointments, automotive maintenance notifications, remote vehicle diagnostic information and vehicle record keeping via a global computer information network in Cl. 37	2,808,703	01/27/04
KNOW WHAT YOUR CAR IS THINKING	Canada	Services for car maintenance and operation including real-time performance monitoring, stolen vehicle recovery, roadside assistance, dynamic emissions monitoring; online services, namely, booking appointments, maintenance notification, record keeping, remote diagnostics and vehicle location.	TMA660277	03/07/06
NETWORKCAR	US	Car maintenance and repair services; emergency road side services; emissions and performance monitoring of vehicles; providing information in the field of scheduled automotive maintenance appointments, automotive maintenance notifications, remote vehicle diagnostic information and vehicle record keeping via a global computer information network in Cl. 37 Tracking, locating and monitoring of vehicles in Cl. 35	2,810,620	02/03/04

		Stolen vehicle recovery services in Cl. 45		
NETWORKCAR	Canada	Services for car maintenance and operation including real-time performance monitoring, stolen vehicle recovery, roadside assistance, dynamic emissions monitoring; online services, namely, booking appointments, maintenance notification, record keeping, remote diagnostics and vehicle location.	TMA660278	03/07/06
NETWORKFLEET	Canada	Tracking, locating and monitoring of vehicles; car maintenance and repair services; emergency road side services; emissions and performance monitoring of vehicles; providing information in the field of scheduled automotive maintenance appointments, automotive maintenance notifications, remote vehicle diagnostic information and vehicle record keeping via a global computer information network; stolen vehicle recovery services.	TMA651702	10/27/05
NETWORKCAR [& DESIGN]	US	Car maintenance and repair services; emergency road side services; emissions and performance monitoring of vehicles; providing information in the field of scheduled automotive maintenance appointments, automotive maintenance notifications, remote vehicle diagnostic information and vehicle record keeping via a global computer information network in Cl. 37 Tracking, locating and monitoring of vehicles in Cl. 35 Stolen vehicle recovery services in Cl. 45	2,897,117	10/26/04
NETWORKFLEET	US	Tracking, locating and monitoring of vehicles in Cl. 35 Car maintenance and repair services; emergency road side services; emissions and performance monitoring of vehicles; providing information in the field of scheduled automotive maintenance appointments, automotive maintenance notifications, remote vehicle diagnostic information and vehicle record keeping via a global computer information network in Cl. 37 Stolen vehicle recovery services in Cl. 45	78/460,672	08/02/04
NETWORKCAR [& DESIGN]	Canada	Services for car maintenance and operation including real-time performance monitoring, stolen vehicle recovery, roadside assistance, dynamic emissions monitoring; online services, namely, booking appointments, maintenance notification, record keeping, remote diagnostics and vehicle location.	1167706	02/11/03

U.S. Common Law Trademarks

Trademark	Description
CARGUARDIAN	April 2003 – trifold Networkcar sales brochure with Reynolds branding
CAREADER	July 2001 – trifold Networkcar sales brochure without Reynolds branding
CONNECT WITH YOUR INNER FLEET. LOG ON	January 2004 – pdf sales aid on Networkfleet
KNOW WHAT YOUR FLEET IS THINKING	April 2003 – pdf sales aid on Networkfleet
NETWORKFLEET [& DESIGN]	January 2004 – large Networkfleet sales folder brochure

Canadian Common Law Trademarks

Trademark	Description
CAREADER	2001 – sales presentations
KNOW WHAT YOUR FLEET IS THINKING	2003 – sales presentations
NETWORKFLEET [& DESIGN]	2004 – sales presentations