

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Magellan Navigation, Inc.		01/12/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Magellan Investors, LLC
Street Address:	471 El Camino Real
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95050
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1588642	ASHTECH
Registration Number:	2603127	INSTANT RTK
Registration Number:	3164262	MOBILEMAPPER
Registration Number:	2907274	Z-MAX
Registration Number:	2892312	ZXTREME
Registration Number:	2896027	Z-XTREME
Registration Number:	2575736	GYROSKY

CORRESPONDENCE DATA

Fax Number: (212)446-4900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2129093078
 Email: szablocki@kirkland.com
 Correspondent Name: Susan Zablocki
 Address Line 1: Kirkland & Ellis LLP
 Address Line 2: 153 East 53rd Street

CH \$190.00 1588642

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 11602-1

NAME OF SUBMITTER: Susan Zablocki

Signature: //susan zablocki//

Date: 01/23/2009

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 12, 2009 between MAGELLAN NAVIGATION, INC., a Delaware corporation, with offices at 471 El Camino Real, Santa Clara, California 95050 ("Pledgor"), and MAGELLAN INVESTORS, LLC, a Delaware limited liability company, with an office at 471 El Camino Real, Santa Clara, CA 95050, in its capacity as administrative and collateral agent for the Lenders ("Pledgee"). Capitalized terms not defined in this Agreement shall have the meanings ascribed to such terms in the Financing Agreements (as defined below).

W I T N E S S E T H:

WHEREAS, Pledgor, certain affiliates of Pledgor, Pledgee and the Lenders have entered into that certain Loan and Security Agreement dated the date hereof (together with all agreements entered into in connection therewith, the "Financing Agreements"), pursuant to which Pledgee and Lenders have made and may in the future make certain loans and advances and extend credit to Pledgor, subject to the terms and provisions of the Financing Agreements; and

WHEREAS, in order to secure Pledgor's Obligations (as defined in the Financing Agreements) to Pledgee and the Lenders, Pledgor has agreed to grant Pledgee a security interest in the Trademark Collateral, as further set forth herein, and Pledgee has requested Pledgor to enter into this Agreement to evidence such security interest.

NOW THEREFORE, for valuable consideration received and to be received, Pledgor and Pledgee hereby agree as follows:

As security for the full payment and performance of Pledgor's Obligations, and to induce Pledgee to make loans and advances to Pledgor, Pledgor hereby grants to Pledgee a security interest in, the following, whether now owned or hereafter acquired (collectively, the "Trademark Collateral"):

- (a) the trademarks, trademark registrations, trademark applications and trade names set forth on Schedule 1 (the "Trademarks");
- (b) all trademarks, trademark registrations, trademark applications and trade names hereafter adopted or acquired and used, including, but not limited to, those which are based upon or derived from the Trademarks or any variations thereof (the "Future Trademarks")
- (c) all renewals of the foregoing;
- (d) all rights to sue for past, present, and future infringements of the foregoing; and

(e) all packaging, labeling, trade names, service marks, logos, and trade dress in Pledgor's inventory including or containing the Trademarks and Future Trademarks, or a representation thereof, or any variation thereof;

(f) all licenses and other agreements under which Pledgor is licensor, and all fees, rents, royalties, proceeds or monies thereunder, relating to the Trademarks and Future Trademarks and the use thereof; and

(g) all goodwill of Pledgor's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (f) above.

Notwithstanding the foregoing, the Trademark Collateral shall not include any rights or other interests of Pledgor that would be rendered invalid or unenforceable under applicable law by the grant of a security interest created pursuant to the terms of this Agreement or the Financing Agreements, including, without limitation, any intent-to-use trademark applications, for as long as such prohibition or reason for invalidity or unenforceability under applicable law exists.

At such time as Pledgor shall completely satisfy all of the Obligations, and the Financing Agreements have been terminated (other than indemnification and other contingent obligations not yet accrued at such time), other than upon enforcement of Pledgee's remedies under the Financing Agreements after an Event of Default, Pledgee will execute and deliver to Pledgor a release or other instrument as may be necessary or proper to release Pledgee's lien in the Trademark Collateral, subject to any dispositions thereof which may have been made by Pledgee pursuant hereto.

The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of California but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of California.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

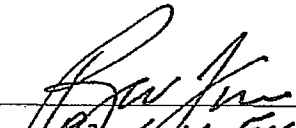
This Agreement is a supplement to, and is hereby incorporated into, the Financing Agreements and made a part thereof. Notwithstanding anything contained in this Agreement, in the event that any provisions of this Agreement are deemed to conflict or be inconsistent with the Financing Agreements, the provisions of the Financing Agreements shall govern.

* * *

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

PLEDGOR

MAGELLAN NAVIGATION, INC.,
a Delaware corporation

By: 
Name: Richard W. Felt
Title: VP & CFO

PLEDGEE

MAGELLAN INVESTORS, LLC, a Delaware limited liability company, in its capacity as administrative and collateral agent for the Lenders

By: Shah Management Partners, L.L.C.
Its: Managing Member

By: Shah Management, LLC
Its: Managing Member

By: _____
Name: _____
Title: _____

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 003922 FRAME: 0800

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

PLEDGOR

MAGELLAN NAVIGATION, INC.,
a Delaware corporation

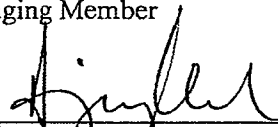
By: _____
Name: _____
Title: _____

PLEDGEE

MAGELLAN INVESTORS, LLC, a Delaware limited liability company, in its capacity as administrative and collateral agent for the Lenders

By: Shah Management Partners, L.L.C.
Its: Managing Member

By: Shah Management, LLC
Its: Managing Member

By: 
Name: Ajay Shah
Title: Managing Member

STATE OF California)
) ss
COUNTY OF Santa Clara)

On the 12th day of January in the year 2009 before me, the undersigned, a Notary Public in and for said State, personally appeared Randy Furr, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the entity upon behalf of which the individual acted executed the instrument.



Surinder Sangha
Notary Public

STATE OF _____)
) ss
COUNTY OF _____)

On the ___ day of _____ in the year 2009 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the entity upon behalf of which the individual acted executed the instrument.

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo

On 1-12-09 before me, Sandra G. Gray, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Ajay Shah
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sandra G. Gray
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

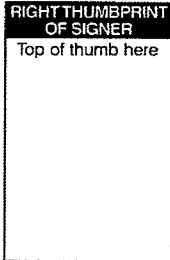
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

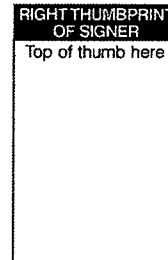
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

SCHEDULE 1

MARK	APPLICATION NUMBER	FILING DATE	REGISTRATION NUMBER	DATE REGISTERED
ASHTECH	73/815253	7/27/89	1588642	3/27/90
INSTANT RTK	76/148548	10/16/00	2603127	7/30/02
MOBILEMAPPER	78/681281	7/29/05	3164262	10/24/06
Z-MAX	78/225324	3/13/03	2907274	11/30/04
ZXTREME	76/333723	11/2/01	2892312	10/12/04
Z-XTREME	76/148584	10/16/00	2896027	10/19/04
GYROSKY	76/194969	1/16/01	2575736	6/4/02