

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE AND TERMINATION AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
WACHOVIA CAPITAL FINANCE CORPORATION (WESTERN)	01/12/2009

RECEIVING PARTY DATA

Name:	MAGELLAN NAVIGATION, INC.
Street Address:	471 EL CAMINO REAL
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95050

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	5347546
Patent Number:	5635945
Patent Number:	5914685
Patent Number:	5970400
Patent Number:	6229479
Patent Number:	6329946
Patent Number:	6483457
Patent Number:	6674402
Patent Number:	6788251
Patent Number:	7298319

CORRESPONDENCE DATA

Fax Number: (212)446-4900

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: susan.zablocki@kirkland.com

Correspondent Name: Susan Zablocki

501327035

PATENT
REEL: 025169 FRAME: 0697

CH \$400.00 5347546

Address Line 1:	Kirkland & Ellis LLP
Address Line 2:	601 Lexington Avenue
Address Line 4:	New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	11602-1
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NAME OF SUBMITTER:	Susan Zablocki
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Total Attachments: 8

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RELEASE AND TERMINATION AGREEMENT

January 12, 2009

Magellan Navigation, Inc.
Magellan Holdco Inc.
471 El Camino Real
Santa Clara, California 06085
Attn: Randy Furr, CFO

Ladies and Gentlemen:

Wachovia Capital Finance Corporation (Western), in its capacity as agent (in such capacity, "Agent") for itself and certain other lenders (collectively with Agent, the "Lenders"), previously entered into financing arrangements with Magellan Navigation, Inc. ("Borrower") and Magellan Holdco, Inc. ("Guarantor") pursuant to which Agent and Lenders have made loans and advances (collectively, the "Loans") and provided other financial accommodations to Borrower as set forth in the Loan and Security Agreement, dated as of August 31, 2006, by and among Agent, Lenders, Borrower and Guarantor (as the same has been amended or supplemented prior to the date hereof, the "Loan Agreement", and together with all related agreements, documents and instruments, as each may have been amended, modified, supplemented or extended, collectively, the "Financing Agreements"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Financing Agreements.

Borrower has informed Agent and Lenders that, on the date hereof, all Obligations are being or shall have been indefeasibly paid in full other than the Continuing Obligations (as defined below), and that Borrower is delivering to Agent the Cash Collateral (as defined below) as collateral security for the prompt payment and performance of all Continuing Obligations in accordance with the terms and conditions set forth herein

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned hereby agrees as follows:

1. Repayment; Pledge.

On or prior to the date hereof, Borrower, at its sole cost and expense, shall pay or cause to be paid to Agent, by federal funds wire transfer (a) the amount of [REDACTED], plus accrued interest and other charges for each day from (and including) the date hereof in the event that such amount is not received by Agent by 3:00 p.m. New York City time on such date and (b) the amount of [REDACTED], which shall be pledged by Borrower to Agent as Cash Collateral in accordance with the terms and conditions set forth herein. The total amount that Borrower shall deliver or shall have delivered to Agent on or before the date hereof shall be [REDACTED] (the "Payoff Amount") and such Payoff Amount shall be sent to:

Bank Name: Wachovia Bank, National Association
ABA#: 053-000-219
Acct. No.: 5000000030321
Acct. Name: Wachovia Capital Finance Corporation (Western)
Ref: Magellan Navigation, Inc.

2. Releases.

(a) Subject to the terms and conditions contained herein, including, without limitation, Agent's receipt of the Payoff Amount, (i) the financing arrangements relating to the Loans between Borrower and Guarantor, on the one hand, and Agent and Lenders, on the other hand, pursuant to the Financing Agreements are hereby terminated, cancelled and of no further force and effect, except for those provisions of the Financing Agreements relating to the Continuing Obligations and those provisions of the Financing Agreement which otherwise by their terms survive termination thereof, (ii) Agent and Lenders shall have no further obligation to make any Loans, provide or arrange for any Letters of Credit or provide any other financial accommodations, or have any other duties or responsibilities in connection with the Financing Agreements, and (iii) except with respect to the Cash Collateral as provided for in this Agreement, all security interests in and liens upon any and all properties and assets of Borrower or Guarantor heretofore granted by Borrower or Guarantor to Agent and Lenders pursuant to the Financing Agreements are hereby released and terminated.

(b) Each of Borrower and Guarantor, on behalf of itself and its respective officers, directors, shareholders, agents and employees, and its and their respective successors and assigns and other legal representatives, including, without limitation, any receiver or trustee (each, individually, a "Releasor" and collectively, "Releasors") hereby releases, discharges and acquits Agent and Lenders, their respective officers, directors, agents and employees, and its and their respective successors and assigns (individually, each a "Releasee" and collectively, the "Releasees"), from all obligations, other than those obligations arising under or in connection with this letter agreement, to each Releasor and from any and all claims, demands, debts, accounts, contracts, liabilities, actions and causes of actions, of every kind, nature or description, including without limitation, any so-called "lender liability" claims or defenses, whether in law or in equity, suspected or unsuspected, that any Releasor at any time had or has, or that it or its successors and assigns hereafter can or may have, against any Releasee.

3. Continuing Obligations. Notwithstanding anything to the contrary contained herein, Borrower and Guarantor are not released from, and hereby ratify and confirm their continuing liability to Agent and Lenders for the indefeasible payment and satisfaction in full of the following (collectively, the "Continuing Obligations"):

(a) all obligations of Borrower to Agent and Lenders hereunder, including without limitation, the obligations described in Sections 4, 5 and 7 hereof;

(b) any costs and expenses incurred by Agent and Lenders, including attorneys' fees and legal expenses in connection with the termination of the Financing Agreements; and

(c) all indemnification obligations and other obligations in favor of Agent and Lenders that, pursuant to the terms of the Financing Agreements as in effect immediately prior to the effectiveness hereof, survive the termination thereof.

4. Indemnification for Returned Items and Related Expenses. Borrower and Guarantor agree to indemnify Agent and Lenders from any and all loss, cost, damage or expense (including reasonable attorneys' fees and legal expenses) which Agent or any Lender may suffer or incur at any time as a result of: (a) any non-payment, claim, refund or dishonor of any checks or other similar items which have been credited by Agent or any Lender to the account of Borrower with Agent and Lenders and (b) any bookkeeping, accounting or other errors in calculation of any amount to be paid to Agent and Lenders hereunder requiring an adjustment thereto, in each instance, together with any expenses or other charges incident thereto. In addition and not in limitation of the foregoing, Borrower agrees to pay to Agent and Lenders, on demand, all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred in connection with this Agreement and the preparation, review, negotiation and/or delivery of any documents or any other instruments or documents contemplated hereunder.

5. Cash Collateral.

(a) As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Continuing Obligations, Borrower hereby irrevocably assigns, pledges, hypothecates, transfers, sets over to Agent, for the benefit of itself and Lenders, and grants to Agent, for the benefit of itself and Lenders, a security interest in and right to set off against the sum specified in clause (b) of Section 1 above, which has been or shall be remitted herewith to Agent and all proceeds thereof (the "Cash Collateral").

(b) Agent shall hold all Cash Collateral (less amounts applied to the Continuing Obligations) for a period of ninety (90) days following the date of this Agreement, at which time Agent shall remit the remaining Cash Collateral (if any) to Borrower.

(c) After Agent's application of Cash Collateral to any Continuing Obligations in accordance with this Agreement, Agent shall provide notice to Borrower of such application; provided, that, the failure of Agent to provide such notice to Borrower in respect of any application of Cash Collateral shall not impact, impair or adversely affect in any way Agent's or Lenders' rights in and to the Cash Collateral as provided for in this Agreement.

(d) Without limiting the rights of Agent and Lenders elsewhere in this Agreement or under the Financing Agreements in respect of the Continuing Obligations, Agent may, without notice or demand, immediately apply the Cash Collateral from time to time against the Continuing Obligations when due in accordance with this Agreement, and Borrower and Guarantor shall remain liable to pay any deficiency on demand.

6. Rights in Instruments. Notwithstanding anything to the contrary contained herein, Agent and Lenders reserve all of their rights in and to any checks or similar instruments for payment of money heretofore received by Agent or any Lender in connection with its

arrangements with Borrower and Guarantor, and all of their rights to any monies due or to become due under said checks or similar instruments and all of their claims thereon.

7. Reinstatement. Notwithstanding anything to the contrary contained herein, in the event any payment made to, or other amount or value received by Agent or any Lender from or for the account of Borrower or Guarantor is avoided, rescinded, set aside or must otherwise be returned or repaid by Agent or any Lender whether in any bankruptcy, reorganization, insolvency or similar proceeding involving Borrower, Guarantor or otherwise, the indebtedness intended to be repaid thereby shall be reinstated (without any further action by any party) and shall be enforceable against Borrower, Guarantor and their respective successors and assigns. In such event, Borrower and Guarantor shall be and remain liable to Agent and Lenders for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Agent and Lenders.

8. Conditions Precedent. The effectiveness of the termination contained in Section 2(a) above and any UCC termination statements or other release documents delivered in connection herewith is subject to and conditioned upon the receipt by Agent of each of the following: (a) cash or other immediately available funds in an amount equal to the Payoff Amount and (b) an original of this letter duly executed by the parties hereto.

9. Further Assurances. At the request of Borrower, at Borrower's sole cost and expense, Agent agrees to execute and deliver UCC-3 termination statements and such other and further documents and instruments reasonably acceptable to Agent, as may be reasonably requested in order to effect or evidence more fully the matters covered hereby.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof and submissible into evidence and all of which together shall be deemed to be a single instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

11. Governing Law. The validity, construction and effect of this Agreement shall be governed by the internal laws of the State of California (without giving effect to principles of conflicts of law).

Very truly yours,

WACHOVIA CAPITAL FINANCE
CORPORATION (WESTERN),
as Agent and Lender

By: _____
Name: Gary Whitaker
Title: Director

WELLS FARGO FOOTHILL, LLC,
as Lender

By: _____
Name: _____
Title: _____

LaSALLE BUSINESS CREDIT, LLC
as Lender

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

MAGELLAN NAVIGATION, INC.

By: [Signature]
Name: Randy W. Furr
Title: EVP & CFO

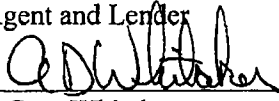
MAGELLAN HOLDCO, INC.

By: [Signature]
Name: Paul Macadarte
Title: CFO

11. Governing Law. The validity, construction and effect of this Agreement shall be governed by the internal laws of the State of California (without giving effect to principles of conflicts of law).

Very truly yours,

WACHOVIA CAPITAL FINANCE
CORPORATION (WESTERN),
as Agent and Lender

By: 
Name: Gary Whitaker
Title: Director

WELLS FARGO FOOTHILL, LLC,
as Lender

By: _____
Name: _____
Title: _____

LaSALLE BUSINESS CREDIT, LLC
as Lender

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

MAGELLAN NAVIGATION, INC.

By: _____
Name: _____
Title: _____

MAGELLAN HOLDCO, INC.

By: _____
Name: _____
Title: _____

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Very truly yours,

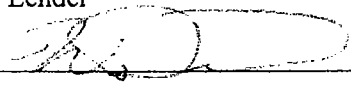
WACHOVIA CAPITAL FINANCE
CORPORATION (WESTERN),
as Agent and Lender

By: _____
Name: Gary Whitaker
Title: Director

WELLS FARGO FOOTHILL, LLC,
as Lender

By: _____
Name: _____
Title: _____

LaSALLE BUSINESS CREDIT, LLC
as Lender

By:  _____
Name: William DiCicco
Title: AUP

ACKNOWLEDGED AND AGREED:

MAGELLAN NAVIGATION, INC.

By: _____
Name: _____
Title: _____

MAGELLAN HOLDCO, INC.

By: _____
Name: _____
Title: _____


11. Governing Law. The validity, construction and effect of this Agreement shall be governed by the internal laws of the State of California (without giving effect to principles of conflicts of law).

Very truly yours,

WACHOVIA CAPITAL FINANCE
CORPORATION (WESTERN),
as Agent and Lender

By: _____
Name: Gary Whitaker
Title: Director

WELLS FARGO FOOTHILL, LLC,
as Lender

By:  _____
Name: MICHAEL P. BARANOWSKI
Title: VICE PRESIDENT

LaSALLE BUSINESS CREDIT, LLC
as Lender

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

MAGELLAN NAVIGATION, INC.

By: _____
Name: _____
Title: _____

MAGELLAN HOLDCO, INC.

By: _____
Name: _____
Title: _____