

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
REYNOLDS AND REYNOLDS HOLDINGS, INC.	08/01/2006
RECEIVING PARTY DATA	
Name:	HTI IP, LLC
Street Address:	9 WEST 57TH STREET
Internal Address:	43RD FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	13845009
Patent Number:	8214100
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	20100985-&-20100985C2
NAME OF SUBMITTER:	JOSEPH R. PALMIERI
SIGNATURE:	/Joseph R. Palmieri, Reg. No. 40,760/
DATE SIGNED:	02/12/2016
Total Attachments: 6	
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ASSIGNMENT OF PATENT RIGHTS

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, Ohio 45430 (hereinafter referred to as "Assignor"), owns the patents and patent applications listed and more fully described in APPENDIX A attached hereto (the "Patents") and the inventions claimed therein (the "Inventions");

WHEREAS, HTI IP, LLC, a limited liability company organized and existing under the laws of Delaware, having a place of business at c/o Apollo Management, L.P., 9 West 57th Street, 43rd Floor, New York, NY 10019 (hereinafter referred to as "Assignee"), is desirous of acquiring, for the United States of America and any other jurisdiction, all rights, title and interest in, to and under (1) the Inventions, (2) all patent applications that have been or may be filed for the Inventions, and (3) any letters patent that may be granted for said Inventions in the United States or any other jurisdiction, as hereinafter more fully set forth;

WHEREAS, Assignor desires to assign all rights, title and interest in and to the Inventions and the Patents and Assignee desires to purchase and receive from Assignor all of Assignor's rights, title and interest in and to the Inventions and the Patents;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor, has sold, assigned, transferred and set over, and by these presents, does hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, (1) the entire right, title and interest in, to and under the Inventions and the Patents, including without limitation all applications for letters patent that have been filed or may hereafter be filed for said Inventions in any country and all letters patent that may be granted for said Inventions in the United States or any other jurisdictions (including, without limitation, all extensions, renewals, reissues, reexaminations and the like thereof and such other forms of protection of industrial property as may be provided by the United States or any other jurisdiction), (2) all rights of priority in the United States or any other jurisdiction that are based upon the filing date of any patent application claiming any of the Inventions and that are created by any law, treaty or international convention, and (3) any and all right of Assignor to sue and recover damages for any infringement of the Patents occurring prior to the date of this Assignment; 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;

AND THE ASSIGNOR HEREBY authorizes and requests all appropriate and competent officials in the United States or any other jurisdiction, whose duty it is to issue or grant letters patent on applications as aforesaid, to issue or grant all letters patent for said Inventions to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

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

AND THE ASSIGNOR HEREBY further covenants and agrees that, at the request and expense of the Assignee, its successors, legal representatives and assigns, but without demanding further consideration therefor, it will (1) assist in the prosecution of all applications for letters patent as herein described and any other applications for letters patent that may be made covering said Inventions in the United States or any other jurisdiction; (2) communicate any and all facts known to him respecting said Inventions; (3) testify in any legal proceeding involving said Inventions; (4) execute and acknowledge all lawful papers and legal instruments; (5) execute all divisional, continuing, reissue and reexamination applications; (6) make all rightful oaths; and (7) generally do any and every lawful act deemed necessary to aid and cooperate with the Assignee, its successors, legal representatives and assigns in perfecting and maintaining the entire interest conveyed herein and in obtaining proper patent or industrial property protection for said Inventions in the United States or any other jurisdiction, particularly in cases of opposition, interference and litigation;

AND 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;

AND 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 the United States Patent and Trademark Office or any analogous body of another jurisdiction;

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.

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BY ASSIGNEE:

Date: August 1, 2006

HITIP, LLC
c/o Apollo Management, L.P.
9 West 57th Street, 43rd Floor
New York, NY 10019
U.S.A.

BY: Hughes Telematics, Inc.
ITS: Manager

BY: Jeffery A. Luddy
Name: Jeffery A. Luddy
Title: CEO

District of
State of Columbia)
County of _____) ss:

This 1st day of August 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

Appendix A

Inventions and Patents

U.S. Patents Issued

<u>Patent</u>	<u>Date Issued</u>	<u>Description</u>	<u>Comments</u>
6,295,492	9/25/01	System for transmitting and displaying multiple, motor vehicle information	
6,636,790	10/21/03	Wireless diagnostic system and method for monitoring vehicles	
6,732,031	5/4/04	Continuation of 6,636,790	
6,604,033	8/5/03	Wireless diagnostic system for characterizing a vehicle's exhaust emissions	
6,732,032	5/4/04	Continuation of 6,604,033	
6,611,740	8/26/03	Internet-based vehicle-diagnostic system	
Application 10/626,810	7/24/03 (filed)	Continuation of 6,611,740	Examination pending
6,594,579	7/15/03	Internet-based method for determining a vehicle's fuel efficiency	
6,988,033	1/17/06	Continuation of 6,594,579	
6,879,894	4/12/05	Internet-based emissions test for vehicles	
6,928,348	8/9/05	Continuation of 6,879,894	
6,957,133	10/18/05	Small-scale, integrated vehicle telematics device	
Application 09/804,888	3/13/01 (filed)	Internet-based system for monitoring vehicles	Abandoned

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<u>Patent</u>	<u>Date Issued</u>	<u>Description</u>	<u>Comments</u>
Application 10/614,665	7/7/03 (filed)	Continuation to application 09/804,888	Examination pending
Application 09/776,083	2/1/01 (filed)	Wireless diagnostic system for characterizing mileage, fuel level, and period of operation for one or more vehicles	Abandoned
Application 10/632,033	7/31/03 (filed)	Continuation to application 09/776,083	Examination pending
Application 10/301,010	11/21/02 (filed)	Wireless, internet-based system for transmitting and analyzing GPS data	Abandoned
Application 10/626,779	7/24/03 (filed)	Continuation to application 10/301,010	Abandoned
Application 10/625,942	7/24/03 (filed)	Wireless vehicle-monitoring system operating on both terrestrial and satellite networks	Examination pending
Application 10/810,373	3/26/04 (filed)	Telematics device for vehicles with an interface for multiple peripheral devices	Examination pending
Application 10/823,478	4/13/04 (filed)	Systems, methods and devices for a telematics web services interface feature	Not yet examined
Application 10/831,952	4/26/04 (filed)	In-vehicle wiring harness with multiple adaptors for an on-board diagnostic connector	Examination pending
Application 10/841,724	5/7/04 (filed)	Continuation to application 10/301,010	Examination pending
Application 10/440,596	5/19/03 (filed)	Reissue application of U.S. Patent 6,295,492	Examination pending