

05-31-2001

FORM PTO-1595

Docket Number

5-31-01



U.S. Department of Commerce
Patent and Trademark Office

To the Ass't Commissioner for Patents. Please record this 101703135 / thereof.

1. Name of conveying party(ies):

Bartleby Two, LLC

2. Name and Address of receiving party(ies):

Name: Mobility Electronics, Inc.

Address: 7955 East Redfield Road

City: Scottsdale, Arizona 85260

Country: United States of America

Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance:

Assignment Merger

Security Interest Change of Name

Other Assignment of Grant of Security Interest

Execution Date: May 18, 2001

4. Application number(s) or patent number(s). see below

This document is being filed together with a new application.

Execution date of the application:

Title:

A. Patent Application No.(s)

B. Patent No.(s)

Additional number attached? Yes No

5,941,963

6,044,215

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Robert C. Klinger
Jackson Walker, LLP
2435 North Central Expressway, Suite 600
Richardson, Texas 75080

6. Number of applications and patents involved: 2

7. Amount of fee enclosed: \$200.00

8. Deposit Account No: 50-1752

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Date May 30, 2001

Robert C. Klinger, Reg. No. 34,365

Total Number of Pages Including Cover Sheet, Attachments and Document: 8

2676238v1

REG/01/2001 DB/18ME 00000006 5941963

01 FEE: 80.00 OP
02 FEE: 150.00 OP

**ASSIGNMENT OF ASSIGNMENT AND GRANT OF SECURITY INTEREST IN, AND
MORTGAGE OF, PATENTS**

This Assignment of Assignment and Grant of Security Interest in, and Mortgage of, Patents (the "Assignment") is made and executed by BARTLEBY TWO, LLC, a Delaware limited liability company, having a principal address c/o Robert S. Kant, Esq. at Greenberg Traurig, LLP, One East Camelback Road, Suite 1100, Phoenix, Arizona 85012 ("Second Assignor"), to and in favor of MOBILITY ELECTRONICS, INC., 7955 East Redfield Road, Scottsdale, Arizona, 85260 ("Assignee").

WHEREAS, CNF Technologies, Inc. ("CNF"), as grantor, granted a security interest in, and mortgage of certain patent applications to Wellington Mortgage Fund, LLC, an Arizona limited liability company, having a principal address at 2111 East Highland Avenue, Suite 225, Phoenix, Arizona 85012, as grantee ("Original Assignor") pursuant to an Assignment and Grant of Security Interest in, and Mortgage of, Patents, which was filed with the U.S. Patent and Trademark Office on November 14, 2000 (the "Original Patents Assignment"); and

WHEREAS, the Original Assignor and Second Assignor entered into that certain Note Purchase Agreement dated February 12, 2001 (the "Original Purchase Agreement"), pursuant to which Second Assignor purchased the loan secured by the security interest evidenced by the Original Patents Assignment; and

WHEREAS, Original Assignor assigned the Original Patents Assignment to Second Assignor pursuant to that certain Assignment of Assignment and Grant of Security Interest in, and Mortgage of, Patents dated February 12, 2001, which was thereafter filed with the U.S. Patent and Trademark Office (the "Second Patents Assignment"); and

WHEREAS, Second Assignor and Assignee entered into that certain Note Purchase Agreement dated as of May 18, 2001 (the "Second Purchase Agreement"), pursuant to which Assignee purchased the loan secured by the security interest evidenced by the Original Patents Assignment and the Second Patents Assignment; and

WHEREAS, Second Assignor desires to assign to Assignee its security interest in, and mortgage of, the patents evidenced by the Original Patents Assignment and Second Patents Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Second Assignor does hereby assign the security interest in, and mortgage of, the patents evidenced by the Original Patents


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Assignment and the Second Patents Assignment, including without limitation, its security interest in, and mortgage of, the following patents:

U.S. Patent No.	Issuance Date	Title
5,941,963 S/N 08/800,397	08/25/99	System and Method for Interconnection of Computer Peripherals via Multiple Interfaces
6,044,215 S/N 08/737,201	03/28/2000	System and Method for Expansion of A Computer

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 18th day of May, 2001.

BARTLEBY TWO, LLC

By: 
 Name: Steven Schow
 Title: Manager

BARTLEBY TWO, LLC

By: _____
 Name: John T. Carlson
 Title: _____

MOBILITY ELECTRONICS, INC.

By: _____
 Name: _____
 Title: _____

Assignment and the Second Patents Assignment, including without limitation, its security interest in, and mortgage of, the following patents:

U.S. Patent No.	Issuance Date	Title
5,941,963 S/N 08/800,397	08/25/99	System and Method for Interconnection of Computer Peripherals via Multiple Interfaces
6,044,215 S/N 08/737,201	03/28/2000	System and Method for Expansion of A Computer

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 18th day of May, 2001.

BARTLEBY TWO, LLC

By: _____
Name: Steven Schow
Title: _____

BARTLEBY TWO, LLC

By: John T. Carlson
Name: John T. Carlson
Title: CEO - manager

MOBILITY ELECTRONICS, INC.

By: _____
Name: _____
Title: _____

Assignment and the Second Patents Assignment, including without limitation, its security interest in, and mortgage of, the following patents:

U.S. Patent No.	Issuance Date	Title
5,941,963 S/N 08/800,397	08/25/99	System and Method for Interconnection of Computer Peripherals via Multiple Interfaces
6,044,215 S/N 08/737,201	03/28/2000	System and Method for Expansion of A Computer

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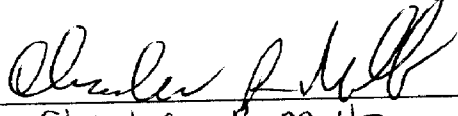
BARTLEBY TWO, LLC

By: _____
Name: Steven Schow
Title: _____

BARTLEBY TWO, LLC

By: _____
Name: John T. Carlson
Title: _____

MOBILITY ELECTRONICS, INC.

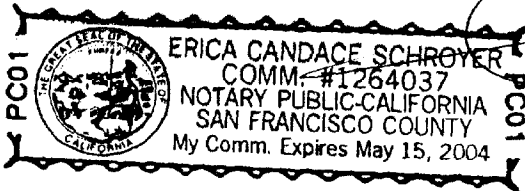
By: 
Name: Charles R. Molto
Title: President



California
THE STATE OF ~~ARIZONA~~ §
San Francisco §
COUNTY OF ~~MARICOPA~~ §

BEFORE ME, the undersigned, a notary public in and for the State of ~~Arizona~~ *California*, on this day personally appeared Steven Schow the person whose name is subscribed to the foregoing instrument, individually, and who also acknowledged to me that he is the Manager of Bartleby Two, LLC and that he is authorized to execute this Agreement and that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of May, 2001.



Erica Candace Schroyer
Notary Public in and for the State of ~~Arizona~~ *California*
Erica Candace Schroyer
Printed Name of Notary Public

My Commission Expires: *05/15/04*

THE STATE OF ARIZONA §
COUNTY OF MARICOPA §

BEFORE ME, the undersigned, a notary public in and for the State of Arizona, on this day personally appeared John T. Carlson, known to be to be the person whose name is subscribed to the foregoing instrument, individually, and who also acknowledged to me that he is the _____ of Bartleby Two, LLC. and that he is authorized to execute this Agreement and that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of May, 2001.

Notary Public in and for the State of Arizona

Printed Name of Notary Public

My Commission Expires:

THE STATE OF ARIZONA §
§
COUNTY OF MARICOPA §

BEFORE ME, the undersigned, a notary public in and for the State of Arizona, on this day personally appeared Steven Schow the person whose name is subscribed to the foregoing instrument, individually, and who also acknowledged to me that he is the _____ of Bartleby Two, LLC and that he is authorized to execute this Agreement and that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of May, 2001.

Notary Public in and for the State of Arizona

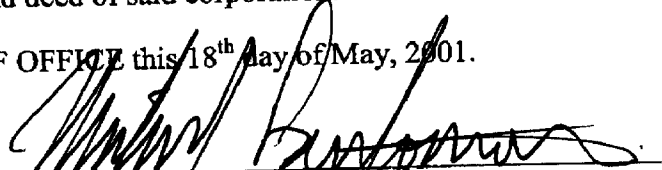
Printed Name of Notary Public

My Commission Expires:

~~THE STATE OF ARIZONA~~ § *New York*
~~COUNTY OF MARICOPA~~ § *The State of New York*
§

BEFORE ME, the undersigned, a notary public in and for the State of Arizona, on this day personally appeared John T. Carlson, known to be to be the person whose name is subscribed to the foregoing instrument, individually, and who also acknowledged to me that he is the ~~co-managing member~~ of Bartleby Two, LLC. and that he is authorized to execute this Agreement and that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of May, 2001.



Notary Public in and for the State of Arizona

Michael Santomauro

Printed Name of Notary Public

My Commission Expires:

MICHAEL SANTOMAURO
NOTARY PUBLIC, State of New York
No. 01-4952442
Qualified in New York County
Commission Expires Sept. 17, 2001

THE STATE OF ARIZONA §
 §
COUNTY OF MARICOPA §

BEFORE ME, the undersigned, a notary public in and for the State of Arizona, on this day personally appeared Charles R. Mollo, known to be to be the person whose name is subscribed to the foregoing instrument, individually, and who also acknowledged to me that he is the Chief Executive Officer of Mobility Electronics, Inc. and that he is authorized to execute this Agreement and that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of May, 2001.



Elizabeth Jeanne Fredson
Notary Public in and for the State of Arizona
Elizabeth Jeanne Fredson

Printed Name of Notary Public

My Commission Expires:

May 2, 2005

CFM