

04-26-2002



FORM PTO-1594

U.S. Department of Commerce
Patent and Trademark Office

Docket Number:

102062067

To the Asst. Commissioner for Patents. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Innova Electronics Corp.

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

Name: Mobility Electronics, Inc.

Address: 7855 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: _____

Execution Date: April 26, 2002

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)

6,347,211

Additional number attached? ☐ Yes ☒ NoAdditional 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 750806. Number of applications and patents involved: 1

7. Amount of fee enclosed: \$160.00

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 April 26, 2002

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

Total Number of Pages including Cover Sheet, Attachments and Document: 3

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PATENT
REEL: 012631 FRAME: 0142

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement ("Agreement") is entered into as of April 26, 2002 by and between Innova Electronics Corp., 17287 Mount Hermann St., Fountain Valley, CA 92708, a Nevada corporation ("Innova") and Mobility Electronics, Inc., 7955 E. Redfield Road, Scottsdale, AZ 85260, a Delaware corporation, ("Mobility").

NOW, THEREFORE, for the sum of \$10,000.00 U.S. and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1) Further to the Patent Assignment from Assignor to Assignee of U.S. Patent 5,347,211 to Jakubowski issued September 13, 1994 (the '211 Patent) and titled "Selectable Output Power Converter", dated August 6, 2001 and recorded in the USPTO at Reel/Frame 011862/0154, Innova hereby assigns to Mobility, its successors, assigns and legal representatives, all of Innova's remaining rights, title and interest in and to the '211 Patent to the full end of the term for which the '211 Patent is granted, as fully and entirely as the same would have been held by Innova had this Assignment and sale not been made, including the right to enforce the '211 Patent against infringers of the '211 Patent for infringement of the '211 Patent for the time period prior to the date of this Assignment, to the extent not already assigned by the Patent Assignment dated August 6, 2001, and retain damages for such infringement.

2) Innova further covenants that it will, upon request from Mobility or otherwise as required by law: provide all pertinent facts and documents reasonably available to Innova relating to the invention of the '211 Patent and legal equivalents as may be reasonably known and accessible to Innova; testify as to the same in any interference, litigation or proceeding related thereto; and promptly execute and deliver to Mobility or its legal representatives any and all papers, instruments or affidavits required to maintain, issue and enforce the '211 Patent as may be reasonably requested by Mobility.

3) Mobility agrees to reimburse all Innova's expenses and compensate Innova for time/effort arising as a result of Innova's activities under section 2 of this Agreement within thirty (30) days after request by Innova. Mobility agrees to compensate Innova for time/effort incurred by Innova's present or former employees arising out of any activities under section 2 of this Agreement at a rate of \$800.00 per man day (8 hours), or portion thereof, plus expenses.

4) Mobility further agrees to reimburse Innova, within thirty (30) days after request by Innova, for any reasonable fees or other reasonable expenses billed to Innova by its legal counsel, or present or former employees thereof, in relation to any time/effort arising in connection with Innova's activities under section 2 of this Agreement, or otherwise arising as a result of litigation or other legal proceedings concerning the '211 patent, including but not limited to time for appearing at or defending any deposition or court proceeding.

5) Mobility further agrees to defend and indemnify Innova, its officers, agents and attorneys with respect to any claims or causes of action arising out of the prosecution, enforcement or other assertion of the '211 patent.

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

INNOVA ELECTRONICS CORP.

By: 
Name: Leon C. Chen
Title: Vice President

MOBILITY ELECTRONICS, INC.

By: 
Name: Charles R. Mollo
Title: President and CEO

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SPECIAL EXPEDITE