

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Think Outside, Inc.	05/26/2006

RECEIVING PARTY DATA

Name:	Mobility Electronics, Inc.
Street Address:	17800 N. Perimeter Drive
Internal Address:	Suite 200
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85255-5449

PROPERTY NUMBERS Total: 15

Property Type	Number
Patent Number:	6331850
Patent Number:	6563434
Patent Number:	6734809
Patent Number:	6972699
Patent Number:	6839002
Patent Number:	6894626
Patent Number:	6174097
Patent Number:	6575647
Patent Number:	6781077
Patent Number:	6600121
Patent Number:	D457525
Patent Number:	6798649
Patent Number:	D486488
Application Number:	10367140

PATENT

500119283

REEL: 017833 FRAME: 0702

CH \$600.00 6331850

Application Number:	10794232
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CORRESPONDENCE DATA

Fax Number: (214)661-6873

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

Phone: 214-953-5978

Email: rklinger@jw.com

Correspondent Name: Robert C. Klinger

Address Line 1: 901 Main Street

Address Line 2: Suite 6000

Address Line 4: Dallas, TEXAS 75202

ATTORNEY DOCKET NUMBER:	101950.00009
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NAME OF SUBMITTER:	Robert C. Klinger
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Total Attachments: 7

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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement ("Agreement") is made as of May 26, 2006, by and between Think Outside, Inc., a California corporation ("Assignor"), having its principal place of business at 10 South Third Street, Fifth Floor, San Jose, California, 95113, and Mobility California, Inc., a Delaware corporation ("Assignee"), having its principal place of business at 1780 N. Perimeter Drive, Suite 200, Scottsdale, Arizona 85225.

PRELIMINARY STATEMENTS

A. Assignor presently owns the patents which are registered with the United States Patent and Trademark Office, more particularly described on Schedule A attached to this Agreement and incorporated for all purposes by reference (the "Patents").

B. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of May 26, 2006 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from, Assignor the Purchased Assets (as defined in the Purchase Agreement), including among other things the Patents.

C. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in and to the Patents.

AGREEMENT

The parties, intending to be legally bound, agree as follows:

1. Assignment of United States Patents. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its successors, assigns, and legal representatives, its entire right, title and interest in and to the Patents, all divisions, reissues, reexaminations, substitutions, continuations, continuations-in-part, and extensions of the Patents, and to all trade secrets, technology and proprietary information related to the Patents; and Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks to record this Agreement and the assignment of the Patents to Assignee, and to record Assignee as the owner of the Patents.

2. Assignment of Worldwide Patents. Assignor does also hereby sell and assign to Assignee, its successors, assigns and legal representatives the full and exclusive rights, title, and interest to the Patents throughout the world, including the right to file applications and obtain patents, utility models, industrial models, and designs for the Patents in its own name throughout the world, including all rights of priority, all rights to publish cautionary notices reserving ownership of the Patents and all rights to register the Patents in appropriate registries.

3. Further Actions. Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title and interest in Assignee, its successors, assigns and legal representatives.

4. **Assignment of Claims.** Assignor also assigns unto Assignee all claims for damages by reason of infringement of the Patents prior to the date of this Agreement throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

5. **Governing Law.** Except to the extent that federal law preempts state law with respect to the matters covered by this Assignment, it will be governed by and construed under the laws of the State of Delaware, without regard to conflicts of laws principles that would require the application of any other law.

6. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

The parties have executed and delivered this Agreement as of the date indicated in the first sentence of this Agreement.

THINK OUTSIDE, INC.



Name:

Greg van den Torries

Its:

CEO

MOBILITY CALIFORNIA, INC.



Name: Joan W. Brubacher

Title: Vice President & Chief Financial Officer

STATE OF Calif.
COUNTY OF San Mateo

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BEFORE ME, the undersigned authority, on this 26th day of May, 2006, personally appeared Gregory Vanderkoo the CEO of Think Outside, Inc., a California corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and the consideration therein expressed, in the capacity therein stated.

Given under my hand and seal of office this 26th day of May, 2006.



Teresa Feiock
Notary Public, State of Calif.

My commission expires: 9/23/08

STATE OF _____
COUNTY OF _____

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BEFORE ME, the undersigned authority, on this ____ day of May, 2006, personally appeared _____, the _____ of Mobility California, Inc., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and the consideration therein expressed, in the capacity therein stated.

Given under my hand and seal of office this ____ day of May, 2006.

Notary Public, State of _____

My commission expires: _____

SCHEDULE A

PATENTS

NAME

PATENT #

DATE ISSUED

EXPIRATION

Patents

	<u>Patent/Serial No.</u>	<u>Title</u>	<u>Status</u>	<u>Country</u>
1.	6,331,850	Collapsible Keyboard	Issued	U.S.
2.	6,563,434	System and Method for Detecting Actuation in a Keyboard	Issued	U.S.
3.	6,734,809	Foldable Keyboard	Issued	U.S.
4.	6,972,699	Foldable Keyboard	Issued	U.S.
5.	6,839,002	Foldable Keyboard	Issued	U.S.
6.	6,894,626	Foldable Keyboard	Issued	U.S.
7.	6,174,097 ¹	Collapsible Keyboard	Issued	U.S.
8.	6,575,647 ¹	Collapsible Keyboard	Issued	U.S.
9.	6,781,077	Keyswitch and Actuator Structure	Issued	U.S.
10.	6,600,121	Membrane Switch	Issued	U.S.
11.	D457,525	Folding Keyboard	Issued	U.S.
12.	6,798,649	Mobile Computer with Foldable Keyboard	Issued	U.S.
13.	D486,488	Foldable Keyboard	Issued	U.S.
14.	1188105	Foldable Keyboard	Issued	U.K., France, Finland
15.	60021572.5-08	Foldable Keyboard	Issued	Germany
16.	GB2323331 ¹	Collapsible Keyboard	Issued	UK
17.	60/065,181	Collapsible Keyboard Assembly	Expired	U.S.
18.	US98/24128	Collapsible Keyboard	Abandoned	PCT

	<u>Patent/Serial No.</u>	<u>Title</u>	<u>Status</u>	<u>Country</u>
19.	10/367,140	System and Method for Detecting Actuation	Allowed	U.S.
20.	US98/24019	System and Method for Detecting Actuation in a Keyboard	Abandoned	U.S.
21.	60/127,651	Foldable Keyboard	Expired	U.S.
22.	US00/08521	Foldable Keyboard	Entered National Phase	PCT
23.	10/794,232	Foldable Keyboard	Notice of Abandonment mailed 1-24-06.	U.S.
24.	2369080	Foldable Keyboard	No response filed to Office Action mailed 7-16-04.	Canada
25.	98912593.5 ¹	Collapsible Keyboard	Unknown	Europe
26.	10/925,889	Keyswitch and Actuator Structure	Abandoned	U.S.
27.	US01/49492	Keyswitch and Actuator Structure	Abandoned	PCT
28.	60/244,820	Pressure Sensitive Keyboard	Abandoned	U.S.
29.	09/737,015	Spring	Abandoned	U.S.
30.	US01/50538	Spring	Abandoned	PCT
31.	60/252,604	Membrane Switch	Expired	U.S.
32.	60/359,585	Foldable Keyboard	Expired	U.S.
33.	10/254,147	Foldable Keyboard	No response filed to Final Office Action mailed 7-21-05.	U.S.
34.	US03/04963	Foldable Keyboard	Abandoned	U.S.
35.	60/359,596	Mobile Computer with Foldable Keyboard	Expired	U.S.
36.	10/661,875	Mobile Computer with Foldable Keyboard	No response filed to Office Action mailed 5-20-05.	U.S.

	<u>Patent/Serial No.</u>	<u>Title</u>	<u>Status</u>	<u>Country</u>
37.	US04,22903	Mobile Computer with Foldable Keyboard	Abandoned	U.S.
38.	10-423,235	Input Device (Elsie)	Abandoned	U.S.
39.	N/A	Collapsible Notebook Computer	Combined with PO15X	U.S.
40.	60/627,439	Mobile Data Processing Device with Viewer	Abandoned	U.S.
41.	US03/04959	Mobile Computer with Foldable Keyboard	Abandoned- Did not Enter National Phase. Chapter II expired 8-24- 04.	PCT

¹ These patents are owned by Simon Richard Daniel and exclusively licensed to Seller pursuant to that certain License Agreement, dated March 14, 2000, by and between Seller and Simon Richard Daniel.