

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Think Outside, Inc.		05/26/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Mobility California, Inc.		
Street Address:	17800 N. Perimeter Drive, Suite 200		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85225		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2507746	STOWAWAY	
Registration Number:	2513221	S T O W A W A Y PORTABLE KEYBOARD	
Registration Number:	2589000	THINK OUTSIDE	
Registration Number:	2598506	THINK OUTSIDE	
CORRESPONDENCE DATA			
Fax Number:	(214)661-6876		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-953-5758		
Email:	swiley@jw.com		
Correspondent Name:	Sara K. Wiley		
Address Line 1:	901 Main Street, Suite 6000		
Address Line 4:	Dallas, TEXAS 75202		
ATTORNEY DOCKET NUMBER:	101950.9		
NAME OF SUBMITTER:	Sara K. Wiley		

CH \$115.00 2507746

Signature:

/Sara K. Wiley/

Date:

10/05/2006

Total Attachments: 5

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TRADEMARK AND SERVICE MARK ASSIGNMENT AGREEMENT

This Trademark and Service Mark Assignment Agreement ("Agreement") is made as of May 26, 2006, by 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 is the owner of those marks now registered in the United States Patent and Trademark Office as more particularly described on Schedule A attached to this Agreement and incorporated in this Agreement by reference (the "Marks").

B. Assignor, Assignee and Mobility Electronics, Inc., a Delaware corporation, 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 Marks.

C. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, the Marks.

AGREEMENT

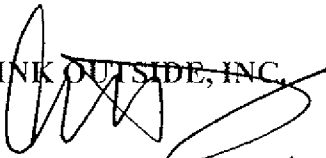
The parties, intending to be legally bound, agree as follows:

1. Assignment of Marks. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell, transfer, and convey unto Assignee and its successors and assigns, Assignor's entire right, title, and interest in and to the Marks, together with that part of the goodwill of Assignor's business connected with the use of, and symbolized by, the Marks and the registration thereof, in the United States and throughout the world, and the entire right, title, and interest in and to any and all claims and demands Assignor may have either at law or in equity arising out of past, present, or future infringement of the Marks, and including all common-law and other rights in the Marks.

2. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered by this Agreement, 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.

3. 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 Dries
Title: CEO

MOBILITY CALIFORNIA, INC.

Name: Joan W. Brubacher
Title: Vice President & Chief Financial Officer

STATE OF Calif §
COUNTY OF San Mateo §
§

BEFORE ME, the undersigned authority, on this 26th day of May, 2006, personally appeared Carlton E Vandenberg 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 _____ §
§

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

TRADEMARKS AND SERVICE MARKS

<u>Name</u>	<u>Registration #</u>	<u>Registration Date</u>

U.S. Trademarks

	<u>Trademark</u>	<u>Status</u>	<u>Registration No.</u>	<u>Class No.</u>
1.	Stowaway	Registered	2,507,746	9
2.	Stowaway Portable Keyboard and Design	Registered	2,513,221	009
3.	Think Outside	Registered	2,589,000	09
4.	Think Outside and Design	Registered	2,598,506	09, 39

Foreign Trademarks

	<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Registration No.</u>	<u>Class No.</u>
1.	Stowaway	Australia	Registered	820539	9
2.	Stowaway	Canada	Registered	TMA 574853	N/A
3.	Stowaway	European Community	Registered	001466242	9
4.	Stowaway	Japan	Registered	4525393	9
5.	Think Outside	Canada	Registered	TMA 574804	N/A
6.	Think Outside	European Community	Registered	001465137	09, 35