

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
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| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Mobility Texas, Inc. | | 09/20/2004 | CORPORATION: TEXAS |

| | |
|----------------------|----------------------------|
| RECEIVING PARTY DATA | |
| Name: | Mobile Digital Media, Inc. |
| Street Address: | 136 Main Street, Suite 202 |
| City: | Westport |
| State/Country: | CONNECTICUT |
| Postal Code: | 06880 |
| Entity Type: | CORPORATION: DELAWARE |

| PROPERTY NUMBERS Total: 7 | | |
|---------------------------|----------|-------------------------------|
| Property Type | Number | Word Mark |
| Serial Number: | 76440740 | MOBILEFILE |
| Serial Number: | 76159464 | POWERFUL SOFTWARE MADE SIMPLE |
| Serial Number: | 76159466 | QUICKOFFICE |
| Serial Number: | 76599024 | QUICKOFFICE |
| Serial Number: | 76439366 | QUICKPOINT |
| Serial Number: | 75788649 | QUICKSHEET |
| Serial Number: | 76159463 | QUICKWORD |

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|--|---|
| CORRESPONDENCE DATA | |
| Fax Number: | (650)857-0663 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 6508435000 |
| Email: | trademarks@cooley.com |
| Correspondent Name: | Gretchen R. Stroud, Esq./Cooley Godward |
| Address Line 1: | Five Palo Alto Square, 4th floor |
| Address Line 2: | 3000 El Camino Real |
| Address Line 4: | Palo Alto, CALIFORNIA 94306-2155 |

CH \$190.00 76440740

NAME OF SUBMITTER:

Gretchen R. Stroud, Esq.

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "*Agreement*") is made and effective as of September 20, 2004, by and between, MOBILITY TEXAS, INC., a Texas corporation ("*MTI*"), MOBILITY ELECTRONICS, INC., a Delaware corporation ("*Mobility*," and collectively with MTI, the "*Seller*"), and MOBILE DIGITAL MEDIA, INC., a Delaware corporation ("*Buyer*").

WHEREAS, Seller has adopted, owns and uses the registered trademarks set forth in Attachment 1 of this Agreement, and has adopted, is using, or intends to use the unregistered trademarks set forth in Attachment 1 of this Agreement (collectively, the "*Marks*");

WHEREAS, Seller is the owner of the applications for trademark registration set forth in Attachment 1 of this Agreement (the "*Applications*");

WHEREAS, Buyer desires to acquire all of Seller's right, title and interest in and to the Marks and the Applications and the portion of Seller's business to which the Marks pertain pursuant to the Asset Purchase Agreement by and between Seller and Buyer dated as of the date hereof (the "*APA*").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. Seller hereby sells, assigns and transfers to Buyer, its successors and assigns, as the successor to Seller's business to which the Marks pertain, all its right, title and interest in and to the Marks and Applications, including all common law rights, in the United States of America and all other countries and jurisdictions of the world, together with the goodwill of the business symbolized by the Marks and Applications.

2. Seller hereby assigns to Buyer all causes of action, claims and rights to damages or profits, due or accrued, arising out of past infringement of the Marks, or injury to the goodwill associated with the Marks, as well as the rights to sue for and recover the Marks in Buyer's own name.

3. Seller represents and warrants that it will cooperate (i) in any actions necessary for Buyer to prosecute, renew or register its rights, title and interests in and to the Marks and Applications, including United States and foreign registrations, at Buyer's expense (except to the extent that Mobility and Seller are required to indemnify Buyer pursuant to Section 8.1 of the APA for any of the above actions), and (ii) to cooperate in any actions brought to enforce the rights accompanying this Assignment against third parties, at Buyer's expense (except to the extent that Mobility and Seller are required to indemnify Buyer pursuant to Section 8.1 of the APA for any of the above actions).

IN WITNESS WHEREOF, Seller and Buyer have each caused this Trademark Assignment Agreement to be duly executed and delivered as of the date first written above.

BUYER:

MOBILE DIGITAL MEDIA, INC.

By: 

Print Name: ALAN B MASAREK

Title: PRESIDENT & CFO

SELLER:

MOBILITY TEXAS, INC.

By: 

Print Name: Joan W. Brubaker

Title: CFO

MOBILE DIGITAL MEDIA, INC.

By:

ALAN B MASAREK

Name:

ALAN B MASAREK

Title:

PRESIDENT & CFO

STATE OF

CONNECTICUT

COUNTY OF

FAIRFIELD

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SS: WESTPORT

Before me, the undersigned, a Notary Public of the State of CONNECTICUT, personally appeared ALAN MASAREK, having been sworn by me according to law did depose and say he was the _____ of _____ (the "Seller") and did acknowledge the execution of the foregoing Patent Assignment on behalf of said Seller.

WITNESS my hand and notarial seal this 13th day of SEPT, 2004.

Lewon Herman

(Written Signature)

LEWON HERMAN

(Printed Signature)

CERTIFICATION

State of)
Arizona) ss.
County of)
Maricopa

On this 17th day of September 2004, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Joan W. Brubacher, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on such instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.



Janet M. Hammer
Notary Public

ATTACHMENT 1

Trademarks and Applications

| <u>Mark</u> | <u>Filing date</u> | <u>Application#</u> | <u>Status</u> | <u>Jurisdiction</u> |
|----------------------------------|--------------------|---------------------|--|---------------------|
| MOBILEFILE | 8/15/02 | 76,440,740 | Class 9. Class 9 Statement of Use or 1 st extension request due 8/24/04 (filed 7/1/04) | US |
| POWERFUL SOFTWARE MADE SIMPLE | 11/03/00 | 76/159,464 | Class 9. Registered on 6/24/03 (No. 2,729,867). Section 8 & 15 Declaration due 6/24/08-6/24/09. Renewal due 6/24/12- 6/24/13. | US |
| QUICKOFFICE | 11/03/00 | 76/159,466 | Class 9. Registered on 4/20/04 (No. 2,834,857). Section 8 & 15 Declaration due 4/20/09-2/20/10. Renewal due 4/20/13- 4/20/14. | US |
| QUICKOFFICE | 6/24/04 | 76/599,024 | Class 9 | US |
| QUICKPOINT | 8/12/02 | 76/439,366 | Class 9. Statement of Use or 1 st extension request due 7/27/04. Statement of Use filed 7/15/04. | US |
| QUICKSHEET | 8/31/99 | 75/788,649 | Class 9. Registered on 12/5/00 (No. 2,410,368). Section 8 & 15 Declaration due 12/05/05-12/05/06. Renewal due 12/05/09-12/05/10. | US |
| QUICKWORD | 11/03/00 | 76/159,463 | Class 9. Registered on 9/23/03 (No. 2,767,337). Section 8 & 15 Declaration due 9/23/08-9/23/09. Renewal due 9/23/12- 9/23/13. | US |