

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Powerlinx, Inc.		02/29/2008	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Zone Defense, LLC		
<b>Street Address:</b>	3824 50th Aveune South		
<b>City:</b>	St. Petersburg		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33711		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	78712107	ZONE DEFENSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(310)820-5988		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	310-207-3800		
<b>Email:</b>	lori_kozak@bstz.com, nafisa_khwaja@bstz.com, tm_filings@bstz.com		
<b>Correspondent Name:</b>	Lori S. Kozak		
<b>Address Line 1:</b>	12400 Wilshire Boulevard		
<b>Address Line 2:</b>	Seventh Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90025		
<b>ATTORNEY DOCKET NUMBER:</b>	8289.T001		
<b>NAME OF SUBMITTER:</b>	Lori S. Kozak		
<b>Signature:</b>	/Lori S. Kozak/		

CH \$40.00 78712107

Date:

01/09/2009

Total Attachments: 2

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## *Schedule 1.2*

### **Assignment of Trademarks**

THIS ASSIGNMENT is made by and between Powerlinx, Inc., a Nevada corporation with a principal address of 10901-A Roosevelt Blvd., Suite 200, St. Petersburg, Florida 33716 (hereinafter "Assignor"), and Zone Defense, LLC, a Florida corporation with its principal address at 3824 50<sup>th</sup> Ave S., St. Petersburg, Florida 33711 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of certain trademark(s) and trademark applications set forth in SCHEDULE A (the "Trademarks") attached hereto and by the foregoing reference incorporated herein; and

WHEREAS, Assignor desires to sell, assign and transfer to Assignee all worldwide rights it holds in and to the Trademarks, together with any associated goodwill; and

WHEREAS, Assignee is now desirous of acquiring the entire business portion thereof to which the Trademarks pertain, and acquiring all of the right, title and interest of Assignor in, to and under the Trademarks, together with the goodwill of the business associated with the Trademarks.

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


1. Assignor hereby transfers to Assignee the entire business or portion thereof to which the Trademarks pertain and the entire right, title and interest of Assignor in and to the Trademarks together with the goodwill of the business associated with the Trademarks; and
2. Assignor hereby sells, assigns, transfers and conveys to Assignee all of the Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the identified applications and registrations thereof, and with all claims that could be asserted by Assignor arising out of or relating to the use or ownership of the Trademarks, in accordance with the Trademark Act § 10, 15 U.S.C. § 1060. Further, Assignor hereby sells, assigns, and transfers all worldwide rights, title and interest it may have in the Trademarks together with the goodwill of the business symbolized by the Trademarks and the identified foreign applications and/or registrations therefore, and with all claims that could be asserted by Assignor arising out of or relating to the use or ownership of the Trademarks.
3. Assignor agrees that upon request by Assignee it shall execute or arrange to have executed any and all further documents as are necessary and/or required to effectuate the recording of this assignment of the Trademarks and the identified applications and registrations therefore.
4. The undersigned representative of Assignor, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the U.S. Code and that such willful false statements may jeopardize the validity of the identified United States applications or any registrations resulting there from, declares: that he/she is an officer of Assignor, the assigning corporation, and is authorized to execute this instrument on behalf of said corporation; and that all statements made of his/her knowledge are true and all statements made on information and belief are believed to be true.

IN TESTIMONY WHEREOF, the parties caused this Assignment to be executed by its duly authorized officers this \_\_\_ day of February, 2008

(Signature page separate)

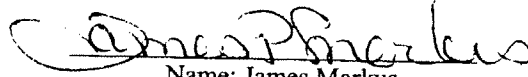
POWERLINX, INC.

Date: 2-29-08

  
Name: Douglas Bauer  
Title: Chief Financial Officer

ZONE DEFENSE, LLC

Date: 2-24-08

  
Name: James Markus  
Title: President

SCHEDULE A

Mark	Country	App./Reg. No.	Status
ZONE DEFENSE	U.S.A.	78/712107	Pending
ZONE DEFENSE	Canada	TMA701161	Registered