

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Powerlinx, Inc.	12/23/2009
RECEIVING PARTY DATA	
Name:	Sofaer Capital, Inc.
Street Address:	c/o Sofaer Global Research (UK) Limited, 9 Upper Belgrave Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	SW1X 8BD
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D411217
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	4096P014
NAME OF SUBMITTER:	Mark C. Van Ness
Total Attachments: 3 source=4096P014 Assignment to Sofaer#page1.tif source=4096P014 Assignment to Sofaer#page2.tif source=4096P014 Assignment to Sofaer#page3.tif	

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PATENT
REEL: 024140 FRAME: 0876

ASSIGNMENT

WHEREAS, Powerlinx, Inc. (“**ASSIGNOR**”), a corporation, organized and existing under the laws of the State of Nevada, United States of America, located at 1700 66th St. N. Suite 300, St. Petersburg, FL 33710, is the owner of a certain new and useful invention (“**Invention**”) for which a the following application has been filed or the following patent has issued:

SERIAL NUMBER/PATENT NUMBER: D411,217 – Underwater Camera

AND WHEREAS:

SOFAER CAPITAL Inc., (“**ASSIGNEE**”), a corporation organized and existing under the laws of the British Virgin Islands, having an office c/o Sofaer Global Research (UK) Limited, 9 Upper Belgrave Street, London SW1X 8BD, United Kingdom, current has a security interest in the Invention and is desirous of requiring the entire right, title and interest in and to the Invention throughout the United States and the world, and all right, title and interest in, to an under any and all Letters Patent of the United States and all countries throughout the world;

AND WHEREAS:

ASSIGNEE has elected to retain all of the collateral set forth in certain schedules which were filed as part of a Security Agreement at Reel/Frame 017437/0371 recorded on 04/07/2006 and Reel/Frame 01353/0314, recorded on 03/23/2006, of which the Invention is a part, and ASSIGNOR consents and agrees to the election and the transfer for all purposes of all rights to and in the Invention;

NOW THEREFOR:

For good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, ASSIGNOR, intending to be legally bound, does hereby:

SELL, ASSIGN, TRANSFER and CONVEY to ASSIGNEE the whole and entire right, title and interest for the United States and its possessions and territories and all foreign countries in and to the invention which is disclosed in the above-identified patent, patent application, and, in and to any all patent applications related thereto including, but not limited to, all provisionals, non-provisionals, divisional, continuations, continuations-in-part, substitutes, reexaminations, reissues and all other applications for patent which have been or shall be filed in the United States and all foreign countries on the Invention; all original, reissued and reexamined patents and extensions thereof which have been or shall be issued in the United States and all foreign countries on the Invention to the full end of the term or terms for which the patent(s) may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNOR has this Assignment not been made; and specifically including all rights of priority created by the above patent or patent application under any treaty, convention or law relating thereto;

AUTHORIZE and REQUEST the issuing authority to issue any and all United States and foreign patents granted on the Invention to ASSIGNEE;

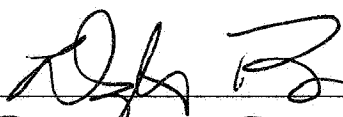
WARRANT and REPRESENT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by ASSIGNOR, and that the full right to convey the same as herein expressed is possessed by ASSIGNOR;

AGREE and UNDERTAKE, when requested and at the expense of ASSIGNEE, to carry out in good faith the intent and purpose of this Assignment, ASSIGNOR will execute all non-provisionals, divisional, continuations, continuations-in-part, substitutes, reexaminations, reissues, and all other patent applications on the invention; execute all lawful oaths, declarations, assignments, powers of attorney and other papers; communicate to ASSIGNEE all facts known to ASSIGNOR relating to the Invention and the history thereof; and generally do everything possible which ASSIGNEE shall consider desirable for vesting title to the Invention in ASSIGNEE, and for securing, maintaining and enforcing proper patent protection for the Invention; all without further compensation to ASSIGNOR;

AGREE to hold in trust, keep confidential, not make use of, and not disclose or reveal to any third party said Invention, without ASSIGNEE'S prior written consent.

TO BE BINDING on the heirs, assigns, representatives and successors of ASSIGNOR and extending to the successors, assigns, and nominees of ASSIGNEE.

ASSIGNOR:
POWERLINX, INC.

Signed: 
By: DOUGLAS BAUER
Title: CFO

12/23/09
Date

STATE OF FLORIDA,
COUNTY OF PINELLAS

Before me, this 23rd day of December, 2009, personally appeared Douglas Bauer known to be an officer of Powerlinx, Inc., which is described in the above Assignment and on whose behalf, he is executing this Assignment, and he acknowledged to me that he executed the same of his own free will for the purposes therein set forth.



NOTARIAL SEAL

C Campassi
Notary Public
My Commission Expires: