

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
Honeywell Intellectual Properties Inc.		12/30/2007	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	Honeywell International Inc.
Street Address:	101 Columbia Road
City:	Morristown
State/Country:	NEW JERSEY
Postal Code:	07962
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 64

Property Type	Number	Word Mark
Registration Number:	1436974	ACLYN
Registration Number:	2148054	ACRYSEAL SYSTEM
Registration Number:	1655382	ALERTON
Registration Number:	1655383	ALERTON
Registration Number:	0110818	AUTO-LITE
Registration Number:	2178574	AZ-20
Registration Number:	2180680	AZ-50
Registration Number:	2123161	B&J BRAND
Registration Number:	1418812	B&J GC2
Registration Number:	2081870	BACTALK
Registration Number:	2491788	BENDIX
Registration Number:	1063807	BENDIX
Registration Number:	2027755	BIOSYN
Registration Number:	2462483	BUSINESS.FLEX

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Registration Number:	1492779	CHROMPURE
Registration Number:	1409254	DELTANET
Registration Number:	2490594	DIRECTLINE
Registration Number:	1095836	DYNAMIC AMPLI-CHECK
Registration Number:	2541713	ENVOI
Registration Number:	2762399	EPICENTER
Registration Number:	2629361	EPILOAD
Registration Number:	2735452	EPIMETER
Registration Number:	0337799	FRAM
Registration Number:	0837113	F FRAM
Registration Number:	2377117	GPWS ENHANCED
Registration Number:	2032017	HANDLELOCK
Registration Number:	2422038	HAWKI
Registration Number:	0840653	HONEYWELL
Registration Number:	1443556	HONEYWELL
Registration Number:	2466604	HONEYWELL ATRIUM
Registration Number:	2392534	HONEYWELL CLEAN AIR FACILITY
Registration Number:	2385916	IMPORT QUIET
Registration Number:	2626509	ISCOPE
Registration Number:	2445492	JURID
Registration Number:	2425682	LINGO
Registration Number:	1317701	LOGIC ONE
Registration Number:	1399127	MICROSOLV
Registration Number:	3008906	MSM
Registration Number:	0657602	NADONE
Registration Number:	0665249	NAXOL
Registration Number:	2080077	NEXSENTRY
Registration Number:	1697466	NOVAR
Registration Number:	2487621	NOVARNET
Registration Number:	2065004	PERFECT CLIMATE
Registration Number:	2406916	PLANTSCAPE VISTA
Registration Number:	0664229	PRESTONE
Registration Number:	0434789	PRESTONE
Registration Number:	0839437	PRESTONE
Registration Number:	0643395	PRESTONE

Registration Number:	0231890	PROTECTORELAY
Registration Number:	2115673	PURIFIED PLUS
Registration Number:	2092255	SAFEVIEW
Registration Number:	2422037	SAVVY
Registration Number:	1078280	SERVICELINE
Registration Number:	2373712	SHADOWPLANT
Registration Number:	2110064	SMARTVALVE
Registration Number:	1955323	SOLVIEW B-JACKET
Registration Number:	2766624	SPECTRUM
Registration Number:	2104228	TIRE JACK
Registration Number:	2445428	TOUGH GUARD
Registration Number:	2453848	TRUCHARGE
Registration Number:	1095828	VELOCITROL
Registration Number:	2263339	VISUALLOGIC
Serial Number:	78950910	OPUS

CORRESPONDENCE DATA

Fax Number: (973)455-5904
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (973) 455-2000
Email: trademarks@honeywell.com
Correspondent Name: Honeywell International Inc.
Address Line 1: 101 Columbia Road
Address Line 4: Morristown, NEW JERSEY 07962

ATTORNEY DOCKET NUMBER:	5100
NAME OF SUBMITTER:	Susan R. Giniger
Signature:	/susan.giniger/
Date:	01/03/2008

Total Attachments: 2
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ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of December 30, 2007, 11:55 p.m. EST, between Honeywell Intellectual Properties Inc., an Arizona corporation ("Transferor") and Honeywell International Inc., a Delaware corporation ("Transferee").

WITNESSETH:

WHEREAS, Transferor, Transferee and certain other parties have entered into a Restructuring Agreement, dated November 19, 2007, to restructure Transferor in order to simplify legal entity ownership, reduce intercompany agreement administration and enhance intellectual property protection and enforcement actions (the "**Restructuring Agreement**"); terms defined in the Restructuring Agreement and not otherwise defined herein being used herein as therein defined);

WHEREAS, pursuant to the Restructuring Agreement, Transferor agreed to distribute to Transferee all its liabilities and assets, excluding its interest in Allied Signal Automotive Ltda., a Brazil corporation ("**ASAL**"), but including, without limitation, all the intellectual property it owns and its licenses thereof, to the extent that the transfer of any such intellectual property or license is not prohibited, the HII/HIPI Note, the HAPI/HIPI Note and HII treasury shares (the "**Transferred Assets**").

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in accordance with the terms of the Restructuring Agreement, Transferor and Transferee agree as follows:

1. (a) Transferor does hereby distribute, transfer, assign and deliver to Transferee all of the right, title and interest of Transferor in, to and under the Transferred Assets; *provided* that no distribution, transfer, assignment or delivery shall be made of any or any material portion of any Transferred Asset if an attempted distribution, assignment, transfer or delivery, without the consent of a third party, would constitute a breach or other contravention thereof or in any way adversely affect the rights of Transferee or Transferor.
- (b) Transferee does hereby accept all the right, title and interest of Transferor in, to and under all of the Transferred Assets (except as aforesaid) and Transferee assumes and agrees to pay, perform and discharge promptly and fully when due all of the liabilities of Transferor and to perform all of the obligations of Transferor to be performed under the Transferred Assets.

2. This Agreement shall be governed by and construed in accordance with the law of the State of New York without regard to the conflicts of law rules of such state.
3. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

HONEYWELL INTELLECTUAL
PROPERTIES INC.

By: 

Loria Yeadon
Chief Executive Officer

HONEYWELL INTERNATIONAL INC.

By: 

Thomas F. Larkins
Vice President, Deputy General
Counsel and Corporate Secretary