

REC

10-25-1999

FEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



Tab settings

To the Honorable Commissioner of Pat.

101184868

ied original documents or copy thereof.

1. Name of conveying party(ies):

C&K Systems, Inc.

10/22/99

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State of California, Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Honeywell, Inc.

Internal Address: Corporate Offices

Street Address: Honeywell Plaza

City: Minneapolis State: MN ZIP: 55408

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State of Delaware, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: September 8, 1999

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Table with 4 columns of Trademark Registration No.(s) values: 1,544,229, 1,276,836, 1,755,084, 1,762,576, etc.

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John H. Pearson, Jr.

Internal Address: Pearson & Pearson, LLP 10 George Street, Suite 210

Street Address: Pearson & Pearson, LLP 10 George Street Suite 210

City: Lowell State: MA ZIP: 01852

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 3.41).....\$ 340.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

10/25/1999 MTHAI1 00000094 1544229

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 300.00 DP

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John H. Pearson, Jr.

Name of Person Signing

Signature

10/08/99

Date

Total number of pages including cover sheet, attachments, and document:

16

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

## ASSIGNMENT

WHEREAS, C&K SYSTEMS, INC., a California Corporation with a principal place of business located at 625 Coolidge Drive, Folsom, California 95630 U.S.A., (hereinafter referred to as the "**Assignor**") is the sole, full, and exclusive owner of the entire right, title and interest in and to the trademarks and/or service marks (hereinafter referred to as the "**Marks**"), including the good will accompanying the Marks, in the United States and foreign countries listed on Exhibit A, Exhibit B and Exhibit C attached hereto and incorporated by reference.

WHEREAS, Honeywell Inc., a Corporation duly organized under the Laws of State of Delaware located and doing business at Honeywell Plaza, Minneapolis, MN 55408, (hereinafter sometimes referred to as the "**Assignee**") desires to acquire the entire right, title and interest in and to the Marks, including the good will of the business symbolized by the Marks listed on Exhibit A, Exhibit B and Exhibit C.

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars, the receipt of which is hereby acknowledged, and other good and valuable consideration, the **Assignor** sells, assigns and transfers, and by these presents does sell, assign and transfer unto the **Assignee**, its successors and assigns, the full and exclusive right, title and interest in and to the Marks together with the good will of the business symbolized by the Marks listed on Exhibit A, Exhibit B and Exhibit C, and with the right to recover damages and profits for past infringement, if any.

**Assignor** hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

**Assignor** hereby authorizes and requests the Patent and Trademark Officials in the United States of America and any and all foreign countries to issue any registrations when granted to the **Assignee** as the assignee of the **Assignor's** entire right, title and interest in and to the same for the sole use and behoof of the **Assignee**, its successors and assigns, to the full end of the term for which any of said registrations may be granted as fully and entirely as the same would have been held by **Assignor** had this assignment and sale not been made along with the right to sue and to recover for past infringement thereof.

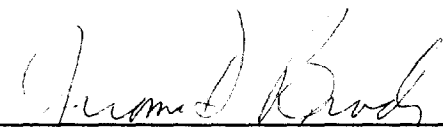
Further, **Assignor** agrees to communicate to **Assignee** or its representatives any facts known to **Assignor** respecting the Marks listed on Exhibit A, Exhibit B and Exhibit C, to testify in any legal proceeding, to sign all lawful papers, to make all rightful oaths and generally to do everything possible to aid **Assignee**, its successors and assigns to obtain and enforce proper protection for the Marks listed on Exhibit A, Exhibit B and Exhibit C in the United States of America and in any and all foreign countries without further compensation, but at the expense of **Assignee**, its successors, assigns or other legal representatives.

Assignor hereby appoints the Assignee or any other officer of Assignee, as Assignor's attorney-in-fact and agent to execute all documents required or appropriate to perfect or enforce all rights assigned under this Assignment and further authorizes Assignor and Assignee's attorneys to register this assignment in any and all countries.

In testimony whereof, the Assignor, has caused these presents to be signed by the officer thereunto duly authorized and its Corporate Seal to be hereto affixed.

C&K SYSTEMS, INC.

By

  
\_\_\_\_\_  
JEROME D. BRADY, CHAIRMAN

(CORPORATE SEAL)

Commonwealth of Massachusetts )  
Middlesex County ) ss:

On this the 24<sup>th</sup> day of Sept, 1999, the above officer acknowledged himself to be the Chairman of C&K Systems, Inc., and that he, as such Chairman, being authorized to so do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Notarial Seal)

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: ~~My~~ commission expires Sept. 12, 2002

tlgc:\data\C&K\Componen\tm\5005\tm-assign.j12

PEARSON & PEARSON, LLP  
PATENT ATTORNEYS  
GATEWAY CENTER  
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(978) 452-1971

**EXHIBIT A**

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>CKS-1500</b>	<b>United States Trademark Entitled "DUALPLEX"</b>		
	<b>Serial No.:</b> 736,307	<b>Filed:</b>	<b>June 6, 1988</b>
	<b>Reg. No.:</b> 1,544,229	<b>Granted:</b>	<b>June 20, 1989</b>
<b>CKS-1800</b>	<b>United States Trademark Entitled "DUAL TEC"</b>		
	<b>Serial No.:</b> 415,393	<b>Filed:</b>	<b>March 1, 1983</b>
	<b>Reg. No.:</b> 1,276,836	<b>Granted:</b>	<b>May 8, 1984</b>
<b>CKS-3136</b>	<b>United States Trademark Entitled "INTELLISENSE"</b>		
	<b>Serial No.:</b> 74/291,877	<b>Filed:</b>	<b>July 7, 1992</b>
	<b>Reg. No.:</b> 1,755,084	<b>Granted:</b>	<b>March 2, 1993</b>
<b>CKS-3137</b>	<b>United States Trademark Entitled "FLEXGUARD"</b>		
	<b>Serial No.:</b> 74/283,155	<b>Filed:</b>	<b>June 9, 1992</b>
	<b>Reg. No.:</b> 1,762,576	<b>Granted:</b>	<b>April 6, 1993</b>
<b>CKS-3141</b>	<b>United States Trademark Entitled "SPREADNET"</b>		
	<b>Serial No.:</b> 74/313,621	<b>Filed:</b>	<b>Sept. 14, 1992</b>
	<b>Reg. No.:</b> 1,873,139	<b>Granted:</b>	<b>January 10, 1995</b>

<b>CKS-3152</b>	<b>United States Trademark Entitled "WE'RE SERIOUS ABOUT SECURITY"</b>	<table border="0"> <tr> <td style="padding-right: 20px;">Serial No.:</td> <td style="padding-right: 20px;">74/343,856</td> <td style="padding-right: 20px;">Filed:</td> <td>December 28, 1992</td> </tr> <tr> <td>Reg. No.:</td> <td>1,834,492</td> <td>Granted:</td> <td>May 3, 1994</td> </tr> </table>	Serial No.:	74/343,856	Filed:	December 28, 1992	Reg. No.:	1,834,492	Granted:	May 3, 1994
Serial No.:	74/343,856	Filed:	December 28, 1992							
Reg. No.:	1,834,492	Granted:	May 3, 1994							
<b>CKS-3199</b>	<b>United States Trademark Application Entitled "INTELLIVISION"</b>	<table border="0"> <tr> <td style="padding-right: 20px;">Serial No.:</td> <td style="padding-right: 20px;">74/585,047</td> <td style="padding-right: 20px;">Filed:</td> <td>October 12, 1994</td> </tr> <tr> <td>Reg. No.:</td> <td>2,236,918</td> <td>Granted:</td> <td>April 6, 1999</td> </tr> </table>	Serial No.:	74/585,047	Filed:	October 12, 1994	Reg. No.:	2,236,918	Granted:	April 6, 1999
Serial No.:	74/585,047	Filed:	October 12, 1994							
Reg. No.:	2,236,918	Granted:	April 6, 1999							
<b>CKS-3508</b>	<b>United States Trademark Entitled "VALIDATOR"</b>	<table border="0"> <tr> <td style="padding-right: 20px;">Serial No.:</td> <td style="padding-right: 20px;">74/727,034</td> <td style="padding-right: 20px;">Filed:</td> <td>Sept. 11, 1995</td> </tr> <tr> <td>Reg. No.:</td> <td>2,072,587</td> <td>Granted:</td> <td>June 17, 1997</td> </tr> </table>	Serial No.:	74/727,034	Filed:	Sept. 11, 1995	Reg. No.:	2,072,587	Granted:	June 17, 1997
Serial No.:	74/727,034	Filed:	Sept. 11, 1995							
Reg. No.:	2,072,587	Granted:	June 17, 1997							
<b>CKS-3509</b>	<b>United States Trademark Entitled "GLOBAL SECURITY TECHNOLOGY AND DESIGN"</b>	<table border="0"> <tr> <td style="padding-right: 20px;">Serial No.:</td> <td style="padding-right: 20px;">74/705,063</td> <td style="padding-right: 20px;">Filed:</td> <td>July 24, 1995</td> </tr> <tr> <td>Reg. No.:</td> <td>2,066,238</td> <td>Granted:</td> <td>June 3, 1997</td> </tr> </table>	Serial No.:	74/705,063	Filed:	July 24, 1995	Reg. No.:	2,066,238	Granted:	June 3, 1997
Serial No.:	74/705,063	Filed:	July 24, 1995							
Reg. No.:	2,066,238	Granted:	June 3, 1997							
<b>CKS-3510</b>	<b>United States Trademark Entitled "SUPERTEC"</b>	<table border="0"> <tr> <td style="padding-right: 20px;">Serial No.:</td> <td style="padding-right: 20px;">74/705,064</td> <td style="padding-right: 20px;">Filed:</td> <td>July 24, 1995</td> </tr> <tr> <td>Reg. No.:</td> <td>2,042,787</td> <td>Granted:</td> <td>March 11, 1997</td> </tr> </table>	Serial No.:	74/705,064	Filed:	July 24, 1995	Reg. No.:	2,042,787	Granted:	March 11, 1997
Serial No.:	74/705,064	Filed:	July 24, 1995							
Reg. No.:	2,042,787	Granted:	March 11, 1997							
<b>CKS-3511</b>	<b>United States Trademark Entitled "THE POWER OF WIRELESS"</b>	<table border="0"> <tr> <td style="padding-right: 20px;">Serial No.:</td> <td style="padding-right: 20px;">74/705,062</td> <td style="padding-right: 20px;">Filed:</td> <td>July 24, 1995</td> </tr> <tr> <td>Reg. No.:</td> <td>2,011,668</td> <td>Granted:</td> <td>October 29, 1996</td> </tr> </table>	Serial No.:	74/705,062	Filed:	July 24, 1995	Reg. No.:	2,011,668	Granted:	October 29, 1996
Serial No.:	74/705,062	Filed:	July 24, 1995							
Reg. No.:	2,011,668	Granted:	October 29, 1996							

**CKS-3516**

**United States Trademark Entitled "SIERRA"**

**Serial No.:** 74/711,941

**Filed:** August 7, 1995

**Reg. No.:** 2,063,943

**Granted:** May 20, 1997

**CKS-3517**

**United States Trademark Entitled "TRINITY"**

**Serial No.:** 74/711,961

**Filed:** August 7, 1995

**Reg. No.:** 2,105,768

**Granted:** October 14, 1997

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**EXHIBIT B  
FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>CKS-1800 SA</b>	<b>South African Trademark Entitled "DUAL TEC"</b>		
	<b>Serial No.: 93/6185</b>	<b>Filed:</b>	<b>July 21, 1993</b>
	<b>Reg. No.: 93/6185</b>	<b>Granted:</b>	<b>July 21, 1993</b>
<b>CKS-1800 A</b>	<b>Canadian Trademark Entitled "DUAL TEC"</b>		
	<b>Serial No.: 692 950</b>	<b>Filed:</b>	<b>November 4, 1991</b>
	<b>Reg. No.: TMA 408,119</b>	<b>Granted:</b>	<b>February 12, 1993</b>
<b>CKS-1800 B</b>	<b>Argentina Trademark Application Entitled "DUAL TEC"</b>		
	<b>Serial No.: 2120768</b>	<b>Filed:</b>	<b>December 15, 1997</b>
<b>CKS-1800 C</b>	<b>Chilean Trademark Application Entitled "DUAL TEC"</b>		
	<b>Serial No.: 392,661</b>	<b>Filed:</b>	<b>October 6, 1997</b>
<b>CKS-1800 D</b>	<b>Brazilian Trademark Application Entitled "DUAL TEC"</b>		
	<b>Serial No.: 819970476</b>	<b>Filed:</b>	<b>July 15, 1997</b>
<b>CKS-1800 E</b>	<b>Paraguay Trademark Application Entitled "DUAL TEC"</b>		
	<b>Serial No.: 04038</b>	<b>Filed:</b>	<b>February 25, 1998</b>

**CKS-1800 UR**            **Uruguay Trademark Application Entitled "DUAL TEC"**

**CKS-1800 G**            **Colombian Trademark Application Entitled "DUAL TEC"**  
**Serial No.: 97-058.262**            **Filed: October 6, 1997**

**CKS-1800 H**            **Venezuela Trademark Application Entitled "DUAL TEC"**  
**Serial No.: 1239/98**            **Filed: January 27, 1998**

**CKS-1800 HK**            **Hong Kong Trademark Entitled "DUEL TEC"**  
**Reg. No.: B04320**            **Granted: October 18, 1993**

**CKS-1800 I**            **Costa Rica Trademark Application Entitled "DUAL TEC"**  
**Serial No.: 3026-98**            **Filed: May 5, 1998**

**CKS-1800 J**            **Mexican Trademark Entitled "DUAL TEC"**  
**Serial No.: 301.244**            **Filed: July 14, 1997**  
**Reg. No.: 557370**            **Granted: July 14, 1997**

**CKS-1800 M**            **Indian Trademark Application Entitled "DUAL TEC"**  
**Serial No.: 798246**            **Filed: April 13, 1998**



**CKS-1800 K**            **Panamanian Trademark Application Entitled DUAL TEC"**

**CKS-1800 N**            **Australian Trademark Entitled "DUAL TEC"**  
**Reg. No.:**    543851                            **Granted:**    October 10, 1990

**CKS-3136 SA**           **South African Trademark Application Entitled**  
**"INTELLISENSE"**  
**Serial No.:**   93/6183                            **Filed:**            August 2, 1993

**CKS-3136 A**            **Canadian Trademark Entitled "INTELLISENSE"**  
**Serial No.:**   TMO 848,390                            **Filed:**            June 18, 1997  
**Reg. No.:**    TMA 503,188                            **Granted:**        October 28, 1998

**CKS-3136 UR**           **Uruguay Trademark Application Entitled "INTELLISENSE"**

**CKS-3136 B**            **Argentina Trademark Application Entitled "INTELLISENSE"**  
**Status:**            **Awaiting signature of Mr. Johnson on Consent**  
**Agreement with Omron Healthcare.**

**CKS-3136 C**

**Chilean Trademark Entitled "INTELLISENSE"**

**Serial No.: 392760**  
**Reg. No.: 511.109**

**Filed: October 7, 1997**  
**Granted: April 28, 1998**

**CKS-3136 D**

**Brazilian Trademark Application Entitled "INTELLISENSE"**

**Serial No.: 819970450**

**Filed: July 15, 1997**

**CKS-3136 E**

**Paraguay Trademark Entitled "INTELLISENSE"**

**Serial No.: 04039**  
**Reg. No. 210.122**

**Filed: February 25, 1998**  
**Reg. Date: January 5, 1999**

**CKS-3136 F**

**Peru Trademark Entitled "INTELLISENSE"**

**Serial No.: 63262**  
**Reg. No.: 63262**

**Filed: May 25, 1998**  
**Granted: August 11, 1998**

**CKS-3136 G**

**Colombian Trademark Application Entitled "INTELLISENSE"**

**Serial No.: 9916687**

**Filed: May 3, 1999**

**CKS-3136 H**

**Venezuela Trademark Application Entitled "INTELLISENSE"**

**Serial No.: 1238/98**

**Filed: January 27, 1998**

<b>CKS-3136 I</b>	<b>Costa Rica Trademark Entitled "INTELLISENSE"</b>		
	<b>Reg. No. 110.675</b>	<b>Granted:</b>	<b>December 11, 1998</b>
<b>CKS-3136 J</b>	<b>Mexican Trademark Application Entitled "INTELLISENSE"</b>		
	<b>Serial No. 362.294</b>	<b>Filed:</b>	<b>February 2, 1999</b>
<b>CKS-3136 K</b>	<b>Panama Trademark Application Entitled "INTELLISENSE"</b>		
	<b>Serial No.: 92607</b>	<b>Filed:</b>	<b>February 17, 1998</b>
<b>CKS-3136 M</b>	<b>Indian Trademark Application Entitled "INTELLISENSE"</b>		
	<b>Serial No.: 8066-55</b>	<b>Filed:</b>	<b>June 17, 1998</b>
<b>CKS-3136 N</b>	<b>French Trademark Application Entitled "INTELLISENSE"</b>		
<b>CKS-3141 A</b>	<b>Canadian Trademark Entitled "SPREADNET"</b>		
	<b>Serial No.: 848391</b>	<b>Filed:</b>	<b>June 18, 1997</b>
	<b>Reg. No.: TMA 499,299</b>	<b>Granted:</b>	<b>August 16, 1998</b>
<b>CKS-3141 B</b>	<b>Argentina Trademark Application Entitled "SPREADNET"</b>		
	<b>Serial No.: 2120769</b>	<b>Filed:</b>	<b>December 15, 1997</b>

**CKS-3141 C**                    **Chile Trademark Application Entitled "SPREADNET"**  
**Serial No.:** 392758                    **Filed:**                    **October 7, 1997**

**CKS-3141 D**                    **Brazilian Trademark Application Entitled "SPREADNET"**  
**Serial No.:** 819970468                    **Filed:**                    **July 15, 1997**

**CKS-3141 E**                    **Paraguay Trademark Entitled "SPREADNET"**  
**Serial No.:** 04037                    **Filed:**                    **February 25, 1998**  
**Reg. No.:** 210.121                    **Reg. Date:**                    **January 5, 1999**

**CKS-3141 G**                    **Colombia Trademark Application Entitled "SPREADNET"**  
**Serial No.:** 97-058.261                    **Filed:**                    **October 6, 1997**

**CKS-3141 H**                    **Venezuela Trademark Application Entitled "SPREADNET"**  
**Serial No.:** 1237/98                    **Filed:**                    **January 27, 1998**

**CKS-3141 I**                    **Costa Rica Trademark Entitled "SPREADNET"**  
**Serial No.:** 110.676                    **Filed:**                    **May 5, 1998**  
**Reg. No.** 110.676                    **Granted:**                    **December 11, 1998**

**CKS-3141 J**

**Mexican Trademark Entitled "SPREADNET"**

**Serial No.: 301.246**

**Filed: July 14, 1997**

**Reg. No.: 557371**

**Granted: July 14, 1997**

**CKS-3141 K**

**Panama Trademark Application Entitled "SPREADNET"**

**Serial No: 92,606**

**Filed: February 17, 1998**

**CKS-3141 UR**

**Uruguay Trademark Application Entitled "SPREADNET"**

**CKS-3199 A**

**Canadian Trademark Application Entitled "INTELLIVISION"**

**Serial No.: 778,682**

**Filed: March 24, 1995**

**Reg. No.: TMA 482,679**

**Granted: Sept. 19, 1997**

**CKS-3199 B**

**United Kingdom Trademark Application Entitled  
"INTELLIVISION"**

**Serial No.: 2,015,829**

**Filed: March 29, 1995**

**CKS-3199 C**

**Italian Trademark Entitled "INTELLIVISION"**

**Serial No.: MI95C003533**

**Filed: April 6, 1995**

**Reg. No.: 725574**

**Reg. Date: April 6, 1995**

**CKS-3199 D**

**French Trademark Entitled "INTELLIVISION"**

**Serial No.:** 95/567,255      **Filed:** April 10, 1995  
**Reg. No.:** 95/567,255      **Granted:** Sept. 15, 1995

**CKS-3199 E**

**Australian Trademark Entitled "INTELLIVISION"**

**Serial No.:** 658,043      **Filed:** April 6, 1995  
**Reg. No.:** 658,043      **Granted:** April 6, 1995

**CKS-3199 F**

**Spanish Trademark Entitled "INTELLIVISION"**

**Serial No.:** 1,959,607      **Filed:** April 11, 1995  
**Reg. No.:** 1959607      **Granted:** April 11, 1995

**CKS-3511 A**

**Canadian Trademark Entitled "THE POWER OF WIRELESS"**

**Serial No.:** 789,026      **Filed:** August 1, 1995  
**Reg. No.:** TMA 482,450      **Granted:** Sept. 11, 1997

**CKS-3511 B**

**United Kingdom Trademark Entitled "THE POWER OF WIRELESS"**

**Reg. No.** 2,030,762      **Granted:** August 18, 1995

**CKS-3511 C**

**Australian Trademark Entitled "THE POWER OF WIRELESS"**

**Serial No.:** 667865      **Filed:** July 26, 1995  
**Reg. No.:** 667,865      **Granted:** July 26, 1995

**CKS-3516 A**            **Canadian Trademark Application Entitled "SIERRA"**  
**Serial No.:**    **TMO 1014092**            **Filed:**            **April 30, 1999**

**CKS-3516 B**            **Australian Trademark Entitled "SIERRA"**  
**Serial No.:**    **755403**                            **Filed:**            **February 18, 1998**  
**Reg. No.:**     **A755403**                        **Granted:**        **February 18, 1998**

**CKS-3516 SP**           **Spanish Trademark Application Entitled "SIERRA"**

**CKS-3552 C**            **Indian Trademark Application Entitled "SECURITECH"**  
**Serial No.:**    **1798245**                            **Filed:**            **April 13, 1998**

**CKS-3564**              **Guatemalan Trademark Registration Entitled "INTELLISENSE"**  
**Reg. No.:**     **83510**                                **Granted:**        **February 11, 1997**

**T:\DATA\C&K\COMPONENT\EXHIBIT.B**

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LOWELL, MA 01852  
(978) 452-1971

**EXHIBIT C**

**COMMON LAW TRADEMARKS AND SERVICE MARKS**

1. **VALUEGAP**
2. **TIME OF ARRIVAL**
3. **INTELLICORE**
4. **FLEXCORE**
5. **CKURIT**
6. **DUAL TEC A.I.**
7. **DUAL TEC MINI-TEK**
8. **FLEXZONE**
9. **MIDEX 55**

`tigc:\data\c&k\componen\tm\5005\exhibit.c`

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