

OMB No. 0651-0011
(exp. 4/94)

COVER SHEET

U.S. DEPARTMENT
OF COMMERCE
Patent and
Trademark Office

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bonner & Moore Associates, Inc.

- Individual(s)
- General Partnership
- Corporation - State of **Texas**
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party (ies)

Name: **Honeywell Inc.**

Internal Address:

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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **July 30, 1999**

4. Application number(s) or registration number(s)

A. Trademark Application No.(s)

See Schedule A Attached

B. Trademark Registration No. (s)

See Schedule A Attached

Additional numbers attached? Yes No

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

Name: **David A. Cohen, Esq**

Internal Address:

Street Address: **101 Columbia Road**

City: **Morristown** State: **NJ** ZIP: **07962**

6. Total number of applications and registrations involved ..**6**..

7. Total fees (37 CFR 3.41).....\$ **165.00**

- Enclosed
- Authorized to be charged to deposit account

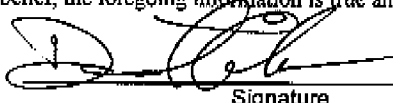
Deposit account number: **01-1125**

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

8. Statement and signature.

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.

David A. Cohen
Name of Person Signing



Signature

September 19, 2000
Date

Total number of pages including cover sheet, attachments, and document: **4**

Mail documents to be recorded with required cover sheet information to:
Assistant Commissioner for Trademarks
BOX ASSIGNMENTS
2900 Crystal Drive
Arlington, VA 22202-3513

Assignment of Trademarks from Bonner & Moore to Honeywell

Schedule A

Mark	Registration No.
APPLY 2000	1,663,287
ASSAY 2000	1,662,313
BLEND 2000	1,663,286
GAMMA 2000	1,612,712
RPMS	1,610,435
SAND 2000	1,948,176

**BILL OF SALE AND
ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Instrument"), dated July 30, 1999, is made and delivered by Bonner & Moore Associates, Inc. a Texas corporation ("Seller") to Honeywell Inc., a Delaware corporation ("Buyer"), pursuant to and subject to the terms of that certain Asset Purchase Agreement dated July 2, 1999 (the "Purchase Agreement"), between Seller, Buyer, Bonner & Moore Associates, GmbH and Honeywell AG. The terms of the Purchase Agreement are incorporated herein by reference, and capitalized terms used herein and not otherwise defined shall have the meaning given them in the Purchase Agreement.

NOW THEREFORE, subject to the terms and conditions of the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller hereby each agree as follows:

1. Seller hereby irrevocably and unconditionally sells, conveys, assigns, grants, transfers and delivers to Buyer and its successors and assigns, to its and their own use and benefit forever, and Buyer hereby purchases, all of seller's right, title and interest in and to the BMMS Assets free and clear of all liens and encumbrances whatsoever, except as disclosed in the Purchase Agreement and specifically agreed to by the parties thereof.

2. As of the Closing, Buyer shall assume, pay, perform, fulfill and discharge the Assumed BMMS Liabilities.

3. The representations and warranties of Seller under the Purchase Agreement shall survive the execution and deliver of this Instrument to the extent set forth in the Purchase Agreement. The representations and warranties made by Seller in Article IV of the Purchase Agreement are specifically incorporated herein by reference to the extent they pertain to the Purchased Assets described in paragraph 1 above.

4. All of the terms and provisions of this Instrument shall be binding upon Seller and Buyer and their respective successors and assigns.

5. To the extent any term or provision hereof is inconsistent with the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Instrument as of the date first above set forth.

SELLER:

BONNER & MOORE ASSOCIATES, INC.

By: W. Henry Lewis
 Name: W. HENRY LEWIS
 Title: EXEC. VICE PRESIDENT

BUYER:

HONEYWELL INC.

By: George Van Kula
 Name: George Van Kula
 Title: Vice President

TRADEMARK

REEL: 002123 FRAME: 0303

TRADEMARKS ASSIGNED

1. APPLY 2000®
2. ASSAY 2000®
3. BLEND 2000®
4. GAMMA 2000®
5. RPMS®
6. SAND 2000®