

RECORDATION FORM  
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.

<p>1. Name of conveying party(ies): <b>Trox Corporation</b></p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation - State of <b>New Jersey</b>  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party (ies)</p> <p>Name: <b>Honeywell Inc.</b>  Internal Address: _____  Street Address: <b>Honeywell Plaza</b>  City: <b>Minneapolis</b> State: <b>MN</b> ZIP: <b>55408</b></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State of <b>Delaware</b>  <input type="checkbox"/> Other _____</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <b>February 16, 1999</b></p>	<p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(Designations must be a separate document from assignment)</p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>4. Application number(s) or registration number(s)</p> <p>A. Trademark Application No. (s) <b>See Attachment</b></p> <p>B. Trademark Registration No. (s) <b>See Attachment</b></p> <p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <b>David A. Cohen, Esq.</b>  Internal Address: <b>Honeywell International Inc.</b></p> <p>Street Address: <b>101 Columbia Road</b></p> <p>City: <b>Morristown</b> State: <b>NJ</b> ZIP: <b>07962</b></p>	<p>6. Total number of applications and registrations involved <b>6</b></p> <p>7. Total fees (37 CFR 3.41).....\$ <b>165</b></p> <p><input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>Deposit account number: <b>01-1125</b></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>

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, Esq.**  **9/28/00**  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 8

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

**Schedule to Trolex Corporation Assignment**U.S. Trademarks

<b>Mark</b>	<b>App./Reg. Number</b>
ADD-A-ZONE	2295113
MABS	1652197
MASTERTROL	0940466
SOFTZONE	75/421885
TOTALZONE	1933491
TROLATEMP	0881262

**ASSET PURCHASE AGREEMENT**

**by and among**

**HONEYWELL INC.**

**TROLEX CORPORATION**

**and**

**RICHARD N. FOSTER, JR.**

**and**

**TREON FOSTER**

**Dated as of: February 16, 1999**

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made as of this 16th day of February 1999 by and among Honeywell Inc., a Delaware corporation with its principal place of business at Honeywell Plaza, Minneapolis, Minnesota 55408 ("Buyer" or "Honeywell"), Trolex Corporation, a New Jersey corporation with its principal place of business at 57 Bushes Lane, Elmwood Park, New Jersey 07407 (the "Company"), and Richard N. Foster, Jr., an individual residing in New Jersey ("Mr. Foster") and Treon Foster, an individual residing in New Jersey (together with Mr. Foster, the "Shareholders").

WITNESSETH:

WHEREAS, the Company is engaged in, among other things, the design, development, assembly, marketing and sales of zone controllers and zoning systems for heating and cooling applications (collectively referred to herein as the "Business", provided that the "Business" shall not include the design, development, assembly, marketing and sales of control dampers to original equipment manufacturers (the "Damper Business")); and

WHEREAS, the Shareholders owns all of the outstanding shares of capital stock of the Company; and

WHEREAS, the Company has heretofore delivered to Buyer a set of schedules, dated the date hereof (the "Agreement Date"), setting forth certain disclosures required by this Agreement and specifying the Section or Sections hereof making reference to such disclosures (as revised pursuant to Section 6.4 hereof, collectively referred to herein as the "Disclosure Schedule" and individually a "Schedule"); and

WHEREAS, the Company desires to sell, transfer and assign to Buyer, and Buyer desires to purchase and acquire from the Company, on the terms and subject to the conditions set forth in this Agreement, certain specified assets of the Company and the Company desires to delegate to Buyer, and Buyer desires to assume from the Company, on the terms and subject to the conditions set forth in this Agreement, certain specified liabilities of the Company related to such assets.

(ii) the Copyright Rights relating to the Company's Business, including without limitation the works identified in Schedule 8.2(a)(ii) hereto;

(iii) the Trademark Rights relating to the Company's Business, including without limitation the marks listed in Schedule 8.2(a)(iii) hereto;

(iv) the rights in the Trade Names relating to the Company's Business, including without limitation those listed in Schedule 8.2(a)(iv) hereto;

(v) the Trade Secrets; and

(vi) the Know-How.

(b) Facilitation of Assignments. To facilitate the assignments to Buyer set forth above, the Company shall for a period of eighteen (18) months from the Closing Date:

(i) provide to Buyer upon Buyer's written request, copies of any documents in the Company's or any of its affiliate's possession defining or specifying the Trade Secrets and Know-How; and

(ii) execute assignments or other documents prepared by Buyer that are necessary for evidencing or recording the assignment to Buyer of Intellectual Property Rights as provided in this Agreement.

8.3 Intellectual Property Representations and Warranties. Each of the Company and holders hereby jointly and severally represents and warrants to Buyer as follows:

(a) The Company and its affiliates possess in the Intellectual Property Rights all right, title and interest in and to all Patent Rights, Copyright Rights, rights in Trade Secrets and Know-How, technology, software, processes, trademarks, service marks and trade names used in or necessary for the conduct of the Company's Business as presently conducted, free and clear of all Liens, subject only, as the foregoing relates to Third Party Technology (as hereinafter defined), to the Company's interest pursuant to the Third Party Licenses (as hereinafter defined), all of which are valid and enforceable and in full

force and effect. No consent or other approval is required for the valid transfer and license of the Intellectual Property Rights in accordance herewith.

(b) Schedule 8.3 contains an accurate and complete description of (i) all Patent Rights, Trademark Rights (with separate listings of registered and unregistered trademarks), Copyright Rights, rights in Trade Secrets and Know-How, and tradenames used in or related to the Company's Business, all applications and registration statements therefor, and a list of all licenses other than end-use licenses or other licenses granted in the ordinary course of business and other agreements relating thereto and (ii) a list of all license and other agreements with third parties relating to products marketed and distributed by the Company and its affiliates for the consideration provided therein (the "Third Party Licenses") relating to any software, technology, know-how, or processes that the Company or any of its affiliates is licensed or otherwise authorized by such third parties to use, market, distribute or incorporate into products marketed and distributed by the Company (such software, technology, know-how and processes being hereafter collectively referred to as the "Third Party Technology").

(c) All of the Company's trademark or tradename registrations and all of the Company's Copyright Rights and Patent Rights are valid and in full force and effect and consummation of the transactions contemplated hereby will not alter or impair any such rights. No claims that remain outstanding or currently pending have been asserted against the Company by any Person challenging the use or distribution of, any patents, trademarks, tradenames copyrights, trade secrets, software, technology, know-how or processes by the Company's Business (including, without limitation, the Third Party Technology) or challenging or questioning the validity or effectiveness of any license or agreement relating thereto (including, without limitation, the Third Party Licenses). To the Knowledge of the Company, there is no valid basis for any claim of the type specified in the immediately preceding sentence which could in any material way relate to or interfere with the continued enhancement and exploitation by Buyer of any of the Assets or any portion of the Company's Business. None of the products of the Company's Business nor the use of any patents, trademarks, tradenames, copyrights, software, technology, know-how or processes by the Company infringes on the rights of, constitutes misappropriation of, or in any way involves unfair competition with respect to, any proprietary information or intangible property right of any third Person including, without limitation, any patent, trade secret, copyright, trademark, or tradename.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized on the date first written above.

HONEYWELL INC.

By: *Susan M. Drakulic*  
Susan M. Drakulic  
Vice President, Home Comfort and Systems,  
Home and Building Control

TROLEX CORPORATION

By: *[Signature]*  
Richard N. Foster, Jr. President.

*[Signature]*  
RICHARD N. FOSTER, JR.

*Treon Foster*  
TREON FOSTER

**8.2 (a) (i) Patents**

<u>Patent No.</u>	<u>Date</u>	<u>Product</u>
4,932,466	June 12, 1990	Mini-Zone
5,092,394	March 3, 1992	MABS
	Applied for	Seiden Assignment

**(ii) Copyrights**

No formal copyrights exist. Many literature pieces carry a (C) symbol.

**(iii) Trademarks**

<u>Trademark No.</u>	<u>Date</u>	<u>Name</u>
881,262	November 25, 1969	Trol-A-Temp
940,466	August 8, 1972	Masterrol Comfortron
1,652,197	July 30, 1991	MABS
1,933,491	January 7, 1995	TotalZone
	Applied for	SoftZone
	Applied for	Add-A-Zone

**(iv) Tradenames**

- Automatic Balancing System
- ZoneMAX
- Mize-Air-Trol
- Vari-Air Trol
- Zoneology
- Zone-A-Lone