

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.

1. Name of conveying party(ies):

Trox Corporation

- Individual(s)
- General Partnership
- Corporation - State of **New Jersey**
- 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**

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 **Asset Purchase Agreement**
- Merger
- Change of Name

Execution Date: **February 16, 1999**

4. Application number(s) or registration number(s)
A. Trademark Application No.(s)

B. Trademark Registration No. (s)

1,976,002 TROL-A-TEMP

Additional numbers attached? Yes No

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

Name: **David A. Cohen**

Internal Address:

Honeywell International Inc.

Street Address:

101 Columbia Road

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

6. Total number of applications and registrations involved

7. Total fees (37 CFR 3.41).....\$ **40**

- 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

May 16, 2002

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

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.

(e) "Trademark Rights" shall mean rights provided by U.S. or foreign trademark laws or common law, whether registered or not, concerning marks indicating the origin and identification of the source of goods and services, and the good will associated with such marks.

(f) "Trade Name" shall mean any symbol or name used to identify or distinguish a company, partnership or business.

(g) "Trade Secrets" shall mean any and all information related to the Business of the Company or its affiliates, including any formula, pattern, compilation, program, device, method, technique, or process, that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means, by other persons who can obtain economic value from its disclosure or use, and is the subject of efforts that are reasonable under the circumstance to maintain its secrecy.

8.2 Assignments of Rights

(a) Assignment of Intellectual Property Rights. The Company, on behalf of itself and its affiliates, assigns and transfers to Buyer all of its rights, title and interest in the following Intellectual Property Rights:

(i) the Patent Rights relating to the Company's Business, including without limitation the patents and patent applications identified in Schedule 8.2(a)(i) hereto;

(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