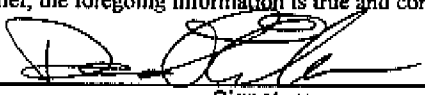


TRADEMARKS ONLY

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

<p>1. Name of conveying party(ies): Sparco, Inc.</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 Rhode Island <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 (ics)</p> <p>Name: <u>Honeywell International Inc.</u> Internal Address: _____ Street Address: <u>101 Columbia Road</u> City: <u>Morristown</u> State: <u>NJ</u> ZIP: <u>07962</u></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 Delaware <input type="checkbox"/> Other _____</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 (Designations must be a separate document from assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>December 22, 1999</u></p>	<p>4. Application number(s) or registration number(s) A. Trademark Application No.(s)</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>David A. Cohen</u> Internal Address: _____ <u>Honeywell International Inc.</u> Street Address: _____ <u>101 Columbia Road</u> City: <u>Morristown</u> State: <u>NJ</u> ZIP: <u>07962</u></p>	<p>B. Trademark Registration No. (s)</p> <p>1,342,162</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>6. Total number of applications and registrations involved <u>1</u></p>	<p>7. Total fees (37 CFR 3.41).....\$ <u>40.00</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p>
<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.</p> <p><u>David A. Cohen</u>  <u>November 21, 2002</u> Name of Person Signing Signature Date</p>	<p>Deposit account number: <u>01-1125</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>

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

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 INTERNATIONAL INC.,

SPARCO, INC.

and

HANS L. KUSTER

Dated as of December 22, 1999

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made as of this 22nd day of December, 1999 by and among HONEYWELL INTERNATIONAL INC., a Delaware corporation with its principal place of business at Honeywell Plaza, Minneapolis, Minnesota 55408 ("Buyer"), SPARCO, INC., a Rhode Island corporation with its principal place of business at 65 Access Road, Warwick, Rhode Island ("Seller"), and HANS L. KUSTER, an individual residing in Rhode Island ("Shareholder").

WITNESSETH:

WHEREAS, Seller is engaged in the manufacture, marketing, sales, installation and servicing of hydronic heating, plumbing and energy products (collectively referred to herein as the "Business"); and

WHEREAS, the Shareholder owns all of the outstanding shares of capital stock of Seller; and

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

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements hereinafter contained and intending to be bound hereby, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

"Actions" shall have the meaning set forth in Section 13.3(a) hereto;

"Agreement" shall mean this Asset Purchase Agreement, as it may be amended, supplemented or restated from time to time;

"Agreement Date" shall have the meaning set forth in the Recitals hereto;

"Assets" shall have the meaning set forth in Section 2.1(a) hereto;

"Assumed Liabilities" shall have the meaning set forth in Section 2.4(a) hereto;

"Bills of Sale" shall mean the Bills of Sale in substantially the form attached hereto as Exhibit A;

"Business" shall have the meaning set forth in the Recitals hereto;

"Buyer" shall have the meaning set forth in the Recitals hereto;

"Buyer's Auditor" shall mean Deloitte & Touche;

"Closing" shall have the meaning set forth in Section 10.1 hereto;

"Closing Balance Sheet" shall have the meaning set forth in Section 3.2(a) hereto;

"Closing Date" shall have the meaning set forth in Section 10.1 hereto;

"COBRA" shall mean Section 4980B of the Code and Sections 601 through 607 of ERISA;

"Code" shall mean the Internal Revenue Code of 1986, as amended;

"Confidentiality Agreement" shall have the meaning set forth in Section 6.10 hereto;

"Consulting Agreement" shall mean the consulting agreement to be entered into between Buyer and Hans L. Kuster in substantially the form attached hereto as Exhibit C;

"Contract" shall mean any agreement, contract, note, loan, bond, mortgage, indenture, deed of trust, evidence of indebtedness, real or personal property lease, purchase agreement, order, letter of credit, franchise agreement, insurance policy, undertaking, practice, covenant not to compete, employment agreement, license, instrument, obligation, practice or commitment, whether oral or written;

"Copyright Rights" shall have the meaning set forth in Section 8.1(d) hereto;

"Damages" shall have the meaning set forth in Section 13.3(a) hereto;

"Disclosure Schedule" and "Schedule" shall have the meanings set forth in the Recitals hereto;

"Environmental Laws" shall have the meaning set forth in Section 4.15(a) hereto;

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended;

“Facilities” shall have the meaning set forth in Section 2.1(d) hereto;

“Final Net Equity” shall have the meaning set forth in Section 3.2(a) hereto;

“Fixed Assets” shall have the meaning set forth in Section 2.1(a)(iii) hereto;

“GAAP” shall mean United States generally accepted accounting principles applied on a consistent basis, subject to, in the case of unaudited interim financial statements, normal year-end adjustments and, in the case of all unaudited financial statements, the absence of footnote disclosure;

“Handling” shall have the meaning set forth below in the definition of “Pre-Closing Environmental Matters”;

“Hazardous Substance” shall mean any hazardous or toxic chemical waste or substance, or other pollutant or contaminant, as specifically defined in or governed by any applicable Environmental Law or as determined by any governmental agency or regulatory body;

“HSR Act” shall mean the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“Indebtedness” shall mean any indebtedness of Seller for borrowed money or any other interest-bearing liabilities of Seller;

“Indemnitee” shall have the meaning set forth in Section 13.4 hereto;

“Indemnitor” shall have the meaning set forth in Section 13.4 hereto;

“Intellectual Property Rights” shall have the meaning set forth in Section 8.1(a) hereto;

“Inventory” shall have the meaning set forth in Section 2.1(a)(ii) hereto;

“Know-How” shall have the meaning set forth in Section 8.1(b) hereto;

“Knowledge of Seller” shall mean the actual or constructive knowledge, after due inquiry, of Shareholder, and Steven Shore, Seller’s accountant;

“Leases” shall have the meaning set forth in Section 2.1(a)(iv) hereto;

“Liens” shall mean liens, charges, pledges, mortgages, security interests, claims and encumbrances of any kind or character;

“Losses” shall have the meaning set forth in Section 2.4(a) hereto;

"Minimum Net Equity" shall mean Two Million Seven Hundred Fifty Three Thousand Eight Hundred Sixty-Nine Dollars (\$2,753,869), which amount is equal to the total assets of Seller less total liabilities of Seller, exclusive of Retained Assets and Retained Liabilities, as set forth on the unaudited balance sheet of Seller as at September 30, 1999, a true and correct copy of which is attached hereto as Schedule 1;

"Notice Period" shall have the meaning set forth in Section 13.4(b) hereto;

"Patent Rights" shall have the meaning set forth in Section 8.1(c) hereto;

"Person" shall mean an individual, corporation, partnership, association, joint stock company, governmental entity, business trust, unincorporated organization or other legal entity;

"Pre-Closing Environmental Matters" shall mean (a) the production, use, generation, storage, treatment, recycling, disposal, discharge, release, or other handling or disposition at any time on or prior to the Closing Date (collectively "Handling") of any Hazardous Substance, either in, on, under or from any facility or former facility used or held for use by Seller, including, without limitation, the effects of such Handling of Hazardous Substances on resources, persons or property within or outside the boundaries of any such facility or former facility, (b) the presence as of the Closing Date of Hazardous Substances in, on or under any such facility or former facility regardless of how the Hazardous Substances came to rest in, on or under such facility or former facility, (c) the failure on or prior to the Closing Date of any such facility or former facility or any operation of Seller to be in compliance with any Environmental Laws, and (d) any other act, omission or condition existing with respect to Seller, the Assets or the Seller's Business on or prior to the Closing Date which gives rise to liability under any Environmental Law.

"Purchase Price" shall have the meaning set forth in Section 3.1 hereto;

"Retained Assets" shall have the meaning set forth in Section 2.1(c) hereto;

"Retained Liabilities" shall have the meaning set forth in Section 2.4(c) hereto;

"Seller" shall have the meaning set forth in the Recitals hereto;

"Seller Plans" shall have the meaning set forth in Section 2.4(c)(i) hereto;

"Seller's Auditor" shall mean Steven Shore;

"Seller's Contracts" shall have the meaning set forth in Section 2.3 hereto;

"Seller's Financial Statements" shall have the meaning set forth in Section 4.4 hereto;

"Subsidiary" shall mean, with respect to any Person, (i) any corporation, limited liability company or other entity of which such Person, directly or indirectly (but not through an employee benefit plan or trust administered by an independent trustee), (A) beneficially owns or

has the right to vote greater than twenty five percent (25%) of the voting interest of the capital stock or other equity interests having the right to vote in an election of directors or other managers, or (B) by contractual or other arrangement has the power to elect at least a majority of the directors or other managers, or (C) otherwise has the power to elect a majority of the directors or other managers, or (D) exercises day-to-day management control, or (ii) any partnership (including any joint venture) over which such Person exercises management control;

"Tax" shall mean any federal, state, local, foreign or other tax, levy, impost, fee, assessment or other government charge, including without limitation income, estimated income, business, gross receipts, profits, value added, occupation, franchise, property, payroll, personal property, sales, transfer, use, employment, disability, social security, excise, commercial rent, occupancy, franchise or withholding taxes, and any premium, including without limitation interest, penalties and additions in connection therewith.

"Trademark Rights" shall have the meaning set forth in Section 8.1(e) hereto;

"Trade Name Rights" shall have the meaning set forth in Section 8.1(f) hereto;

"Trade Secrets" shall have the meaning set forth in Section 8.1(g) hereto;

"Transaction Documents" shall mean this Agreement, the Consulting Agreement, the Bills of Sale and the assignments necessary to evidence transfer of ownership of the Intellectual Property Rights required by Section 12.5(e);

"Transaction Taxes" shall have the meaning set forth in Section 7.1 hereto;

"Transferred Employees" shall have the meaning set forth in Section 9.1 hereto;

"Work" shall have the meaning set forth in Section 6.9(b) hereto;

"Year 2000 Compliant" shall have the meaning set forth in Section 8.3(i) hereto.

ARTICLE II TRANSFER OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Transfer of Assets. (a) On the terms and subject to the conditions herein set forth, Seller shall, at the Closing, sell, transfer, convey and assign to Buyer, and Buyer shall purchase from Seller, free and clear of all Liens, all of the right, title and interest in and to all of the assets of Seller of any nature and description, both tangible and intangible, except as explicitly excluded in Section 2.1(b) (collectively, the "Assets"), including without limitation, the following:

(i) All of Seller's rights, powers and privileges under all Contracts to which Seller is a party or is bound;

(ii) All inventory, raw materials, work in process, parts and supplies and finished products ("Inventory");

(iii) All equipment, machinery, furniture and fixtures, office equipment, and fixed assets, including, without limitation, production, transportation, packing or delivery machinery or equipment, drawings, manuals, maintenance records, spare parts, accessories and supplies relating to the foregoing, tooling, tools, motor vehicles, supplies and computers ("Fixed Assets");

(iv) The facilities of Seller (collectively, the "Facilities") located in Warwick, Rhode Island, including the leasehold interests of Seller under the real property leases described on Schedule 2.1(a)(iv) hereto (the "Leases");

(v) All cash, cash equivalents and securities;

(vi) All accounts and notes receivable, negotiable instruments and chattel paper;

(vii) All books and records relating to the Business, including, but not limited to, customer lists and other customer information, supplier lists and other supplier information, existing books, records, manuals, documents, books of account, correspondence, sales and credit reports, files, product files, literature, brochures, marketing plans and advertising material;

(viii) The Intellectual Property Rights as set forth in Article VIII;

(ix) All prepaid deposits of or payments held by or paid to third parties with respect to the provision of property or services, including without limitation, utility deposits, lease deposits, security deposits and the like;

(x) All licenses, permits, approvals, authorizations and similar rights;

(xi) All claims and rights of Seller under Contracts and choses in action, whether at law or in equity; and

(xii) All of Seller's interests in covenants of confidentiality and noncompetition and benefits arising therefrom.

(b) Notwithstanding the foregoing, (i) all property of Seller disposed of or consumed in the ordinary course of business and in accordance with the provisions of this Agreement during the period between the date hereof and the Closing Date, (ii) Seller's minute books, stock books, shareholder lists and similar corporate records, (iii) all rights of Seller in the Seller Plans, and (iv) all Contracts relating to Indebtedness, shall be retained by Seller and shall not be sold, transferred, conveyed or assigned to Buyer in connection with the sale of the Assets (collectively, the "Retained Assets"). Schedule 2.1 sets forth a list of the tangible Retained

Assets which are material and necessary for the conduct of the Seller's Business as it is presently conducted.

2.2 Risk of Loss. Seller shall bear the risk of loss of, and all obligations to insure, the tangible Assets of the Seller and the property of any third parties in the possession, custody or control of the Seller or for which the Seller is responsible, to the Closing Date, and such risk of loss and obligation to insure shall transfer from Seller to Buyer on the Closing Date.

2.3 Assumption of Contractual Liabilities; Warranty Obligations. At the Closing, Buyer shall assume all liabilities, warranty obligations and any other obligations with regard to all Contracts to which Seller is a party or by which it or any of its assets is bound, other than Contracts relating to any Retained Liabilities or Indebtedness (the "Seller's Contracts"), and any performance bonds or other bonds or guarantees relating thereto entered into or made in the ordinary course of the Seller's Business, which bonds and guarantees are described on Schedule 2.3. Notwithstanding the foregoing, no Seller's Contracts shall be assigned contrary to law or the terms of such Seller's Contracts and, with respect to Seller's Contracts that cannot be assigned or novated to Buyer at the Closing, the performance obligations of Seller thereunder shall, unless not permitted by such Seller's Contracts, be deemed to be subleased or subcontracted to Buyer until such Seller's Contracts have been assigned or novated. Buyer shall utilize its commercially reasonable efforts to assist Sellers in obtaining any necessary consents or approvals required to assign or novate such Seller's Contracts. Seller shall utilize its commercially reasonable efforts to obtain all necessary consents or approvals required to assign or novate such Seller's Contracts and Buyer shall take all necessary actions to perform and complete all Seller's Contracts in accordance with their terms if neither assignment, novation, subleasing nor subcontracting is permitted by the other party. Seller shall pay over to Buyer any amounts received by Seller after the Closing as a result of performance by Buyer of such Seller's Contracts, which payment shall be made promptly, but in no event more than ten (10) days following receipt thereof by Seller (without set off or demand of any kind). Buyer shall not have any obligation to indemnify Seller pursuant to the terms of this Agreement with respect to any Seller's Contract (i) which is not assigned, novated, subleased or subcontracted unless the failure to assign, novate, sublease or subcontract such Seller's Contract was caused by any act or failure to act of Buyer, (ii) pursuant to which the performance obligations of Buyer thereunder are not permitted by such Seller's Contract to be deemed to be subleased or subcontracted, or (iii) pursuant to which Buyer cannot receive the benefit of such Seller's Contract despite Buyer's best efforts to perform thereunder.

2.4 Assumption of Liabilities. (a) Except as otherwise provided in this Agreement, on and after the Closing Date, Buyer shall assume, pay, perform and discharge directly, and Buyer shall defend, indemnify and hold harmless Seller against, any and all losses, debts, liabilities, damages, obligations, claims, demands, judgments or settlements of any nature or kind, known or unknown, fixed, accrued, absolute or contingent, liquidated or unliquidated, including all costs and expenses (legal, accounting or otherwise) relating thereto (collectively, "Losses") (the following being referred to collectively as "Assumed Liabilities"):

(i) arising out of or related to the liabilities reflected on the Closing Balance Sheet (excluding Retained Liabilities and any Indebtedness);

7.3 Proration of Taxes. All real property, personal property and similar Taxes and installments of general and special assessments, if any, with respect to the tangible Assets being transferred to Buyer pursuant to this Agreement shall be prorated as of the Closing Date. Such prorations shall be based on the most recent Tax statements received by the owner of such property as of the Closing Date, without later adjustment. Seller shall be responsible for all such Taxes allocable to all times including and prior to the Closing Date and Buyer shall be responsible for all such Taxes allocable to all times after the Closing Date. Following the Closing Date, each party shall, upon request of the other party, immediately reimburse the other party for any such Taxes, assessments or other expenses for which said party is responsible but have been paid by the other party and for collections made by one party on behalf of the other party.

7.4 Cooperation on Tax Matters. Buyer and Seller agree to furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to Seller, its Business and the Assets as is reasonably necessary for the preparation and filing of any return, claim for refund or other required or optional filings relating to Tax matters, for the preparation for and proof of facts during any Tax audit, for the preparation for any Tax protest, for the prosecution or defense of any suit or other proceeding relating to Tax matters and for the answer to any governmental or regulatory inquiry relating to Tax matters.

Buyer agrees to retain possession of all accounting, business, financial and Tax records and information relating to Seller in existence on the Closing Date or coming into existence after the Closing Date which relate to Seller's Business before the Closing Date, until the sixth anniversary of the Closing Date. In addition, from and after the Closing Date, Buyer agrees to afford to Seller and its attorneys, accountants and other representatives, without charge, access upon reasonable notice and during normal business hours, to such personnel, books, records, documents and any and all other information relating to Seller's Business as Seller may deem necessary to properly prepare for, file, prove, answer, prosecute and/or defend any such return, filing, audit, protest, claim, suit, inquiry or other proceeding.

Buyer further agrees to furnish copies of all such books, records, documents and/or other information to Seller and Seller shall reimburse Buyer for its reasonable out-of-pocket expenses in connection therewith. Examples of books, records, documents and other information include, but are not limited to, copies of trial balances, charts of accounts, journal entries and support therefor, vouchers, invoices, production reports, contracts and other information as needed. Notwithstanding the foregoing, under no circumstances shall Buyer be required to prepare or review any Tax return or other document required to be filed by Seller with respect to Taxes.

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

8.1 Definitions.

(a) "Intellectual Property Rights" shall mean those Patent Rights, Copyright Rights, Trademark Rights, Trade Name Rights and rights in Trade Secrets and Know

How that are owned and controlled by either Seller or any of its affiliates and are assigned to Buyer in Section 8.2(a) hereof.

(b) "Know-How" shall mean any and all information of Seller or the employees of Seller, including any affiliates and employees of said affiliates, that assists Seller to perform tasks efficiently or well, including but not limited to all internal manufacturing processes, work flow, ordering and shipping schedules and routes and internal specifications.

(c) "Patent Rights" shall mean rights provided by a U.S. or foreign patent, including reissues or extensions thereof, and applications for the foregoing, including any divisions, continuations and continuations-in-part thereof filed by or owned or controlled by or assigned to Seller or any of its affiliates prior to the Closing Date.

(d) "Copyright Rights" shall mean rights in original works of authorship including, without limitation, software, protected under U.S. and foreign copyright law, which are registered in the respective copyright offices and identified by title, author and registration number and all unregistered copyright rights in original works of authorship which would benefit any of Seller or any of its affiliates and can be identified by title or type of right and the original author.

(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 Rights" shall mean rights provided by U.S., state or foreign tradename laws or common law, whether registered or not, concerning any symbol or name used to identify or distinguish a company, partnership or business.

(g) "Trade Secrets" shall mean any and all information used in the business of Seller 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. Seller, 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) all of Seller's Patent Rights, including without limitation those in the patents and patent applications identified in Schedule 8.2(a)(i) hereto;

(ii) all of Seller's Copyright Rights, including without limitation those in the works identified in Schedule 8.2(a)(ii) hereto;

(iii) all of Seller's Trademark Rights, including without limitation those in the marks listed in Schedule 8.2(a)(iii) hereto;

(iv) all of Seller's Trade Name Rights, including without limitation those in the names listed in Schedule 8.2(a)(iv) hereto;

(v) Trade Secrets; and

(vi) Know-How.

(b) Facilitation of Assignments. The communication of Intellectual Property Rights from Seller and its affiliates to Buyer shall occur primarily through Buyer's acquisition of property and Transferred Employees. In addition, to facilitate the assignments to Buyer set forth above, Seller 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 Seller's or any of its affiliates 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 Seller and reholder hereby jointly and severally represents and warrants to Buyer as follows:

(a) Seller 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 Seller'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 Seller'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(b) 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 of Seller or used in or related to Seller's Business, all applications and registration statements therefor, and a list of all licenses other than end-use licenses or other licenses

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first written above.

HONEYWELL INTERNATIONAL INC.

By [Signature]
Its VICE PRESIDENT

SPARCO INC.

By [Signature]
Its [Signature]

[Signature]
Hans L. Kuster

MI:553884.05

SUMMARY SHEET
Patents / Trademarks / Registrations
September 26, 1999
 supersedes May 1, 1998

Description	Application Date	Trademark Issue Date	Assigned Number	Renewal
TRADEMARKS:				
Trademark Registration: "Sparco" name/design USA:	Feb. 13, 1984	June 18, 1985	1,342,162	
Japan:	April 14, 1997	In process	106787/97 (app)	
Korea:	April 15, 1997	Jun 30, 1998	Publ No 1997017026	
Trademark Application: Powervent USA:	May 12, 1994	Dec. 4, 1994 (1st sale date)	TRADEMARK	
France:	March 17, 1995	April 7, 1985	REGISTRATION No. 95566893	
Germany:	April 10, 1995	April 10, 1985	39515711.0	
Italy:	May 12, 1995	appl filed 3-5 yrs	TO95C001571	
United Kingdom:	March 31, 1985	Oct 31, 1987	2016060	Mar 31, 2005
Trademark Application: PowerTrack USA:	Feb. 7, 1995	Feb. 7, 1995 (1st sale date) press rel 2/15/95	TRADEMARK	
France:	March 17, 1995	April 7, 1985	REGISTRATION No. 95566892	
Germany:	April 10, 1995	April 10, 1985	39515712.9	
Italy:	May 12, 1995	appl filed 3-5 yrs	TO95C001570	
United Kingdom:	March 31, 1985	Oct 31, 1987	2016061	Mar 31, 2005
Trademark: Aquamix s/k/a Sparco Aquamix USA:	Dec 2, 1982	June 15, 1983	TRADEMARK	
Canada:			REGISTRATION No. 1,269,095	American Standard's
			Mar 6, 1984	
Trademark Search: Aquasetter USA:	Dec. 11, 1996	Jan. 16, 1997 (first literature date)	TRADEMARK	