

**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):

**Chadwick-Helmuth Company, Inc.**

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

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

2. Name and address of receiving party (ies)

Name: **Honeywell International Inc.**

Internal Address:

Street Address: **101 Columbia Road**

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

- 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: **June 28, 2002**

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

A. Trademark Application No.(s)

B. Trademark Registration No. (s)

<b>2,467,083</b>	<b>2,097,051</b>	<b>1,016,307</b>
<b>2,372,637</b>	<b>2,126,698</b>	
<b>2,430,905</b>	<b>2,106,329</b>	

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**...

7. Total fees (37 CFR 3.41).....\$ **190.00**

- Enclosed
- Authorized to be charged to deposit account

Deposit account number: **01-1125**

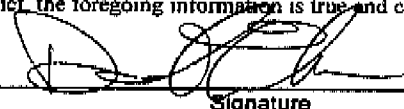
(Attach duplicate copy of this page if paying by deposit account)

B. 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

**December 23, 2002**

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**

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made this 28<sup>th</sup> day of June, 2002, between Chadwick-Helmuth Company, Inc., a California corporation ("Seller"), and Honeywell International Inc., a Delaware corporation, acting through its Honeywell Aerospace Electronic Systems business unit ("Purchaser").

### WITNESSETH:

WHEREAS, Seller is engaged in a line of business comprised of airborne and ground-based systems for the capture and analysis of vibration and other data for predictive and preventive maintenance, as such business has heretofore been conducted and is currently conducted by Seller in El Monte, California, including but not limited to the development, manufacture, sale and support (worldwide) of the following products and services: Vibrex 2000™, Vibrex 2000 Plot Program, 8500C+ Balancer/Analyzer, 8500C VASE Balancer/Analyzer, VXP, Whirligig Model 10, VibraLog™, Tab Tool, FasTrak, Vib Review™, VMS II-Dash8, Calibrator, HeliSim, Photocell System, and Accutach (collectively, the "Business"); and

WHEREAS, Seller desires to sell and Purchaser desires to purchase all of the tangible and intangible assets of Seller utilized in the conduct of the Business except for certain assets, rights, interests or properties described in Section 2.2 of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

### TERMS

#### 1. CLOSING.

The closing of the transactions contemplated under this Agreement shall take place at the offices of Purchaser's counsel, Bryan Cave LLP, located at 120 Broadway, Suite 300, Santa Monica, California 90401-2386, at the commencement of business on Friday, June 28, 2002, and shall be effective and deemed to occur as of 11:59 P.M., Pacific Standard Time, on June 30, 2002 (the "Closing"). The closing of the transactions contemplated under this Agreement and the effective time of Closing may be changed to such other place and such other date as the parties may mutually agree in writing. The time and date on which the Closing is effective and deemed to occur is hereinafter referred to as the "Closing Date".

#### 2. PURCHASE AND SALE.

2.1. Purchase and Sale. Subject to the terms and conditions contained herein (including, but not limited to, Section 14.4 below), at the Closing, Seller shall sell, convey, transfer, assign and deliver to Purchaser, or affiliates of Purchaser designated by Purchaser, and Purchaser and its affiliates shall purchase and accept from Seller, all of Seller's right, title and interest in and to all of the properties, assets and rights of every nature, kind and description, tangible and intangible (including goodwill), whether real, personal or mixed, whether accrued, contingent or otherwise, and whether now existing or hereinafter acquired (other than the

Excluded Assets described in Section 2.2 below) relating to, used, or held for use, in connection with the Business (collectively, the "Asset(s)"), including without limitation all right, title and interest of Seller in and to the following:

- (a) subject to the Purchaser's execution of a new lease of a portion of the Leased Real Property as described in Section 9.12 below with the Lessor in lieu of an assignment of the Seller's leasehold interest in the Leased Real Property as part of the Assets, and excluding the Excluded Real Property, all leasehold and other interests in real property (including all buildings, improvements and structures located thereon and all appurtenances belonging thereto) listed in the *Leased Real Property Schedule* attached hereto;
- (b) except for the Excluded Assets, all fixtures, furnishings, furniture, office equipment and supplies, dies, molds, tools, jigs, hoists, machinery and equipment, and other tangible personal property, including construction-in-progress, used or held for use in the Business, substantially all of which are listed in the *Personal Property Schedule* attached hereto (the "Personal Property");
- (c) all quantities of inventory, including raw materials, work-in-process, finished goods, spare parts, replacement parts and component parts used or held for use in the Business (collectively, the "Inventory");
- (d) all patents, patent applications and patent rights to inventions used or held for use in the Business, including but not limited to those listed in the *Patents and Technology Schedule* attached hereto (the "Patents"); all patent and/or technology license and immunity from suit agreements between Seller and third parties used or held for use in or otherwise directly affecting the Business, including but not limited to those listed in the *Patents and Technology Schedule* (the "Patent and Technology Licenses"); all intellectual property, including, without limitation, processes, products, apparatus, formulas, trade secrets, know-how, discoveries, inventions (including conceptions of inventions), and design, manufacturing, engineering and other technical information used or held for use in the Business, including but not limited to those listed in the *Patents and Technology Schedule* (the "Technology"), and all notebooks, records, reports and data relating to the Technology;
- (e) all trademarks, trade names and service marks, and registrations and applications therefor, used or held for use in the Business, including but not limited to the corporate names, logos, and domain names of Seller and those trademarks, trade names and service marks, and registrations and applications therefor, listed in the *Trademarks and Copyrights Schedule* attached hereto (the "Trademarks"), all trademark license agreements used or held for use in the Business, including but not limited to those listed in the *Trademark and Copyrights Schedule* (the "Trademark Licenses"); and all copyrights, and registrations and applications therefor, used or held for use in the Business, including but not limited to those listed in the *Trademarks and Copyrights Schedule* (the "Copyrights");
- (f) all of the rights of the Seller under all of Seller's contracts and agreements with Seller's foreign and domestic sales agents and representatives identified on the *Seller's Sales Agents and Representatives Contracts Schedule* and, except for any of Seller's contracts, agreements and understandings with Seller's foreign and domestic sales agents and representatives that are not identified on the *Seller's Sales Agents and Representatives Contracts*

*Schedule*, all of the rights of the Seller under all other contracts, arrangements, licenses, leases and other agreements, including, without limitation, any right to receive payment for products sold or services rendered, and to receive goods and services, pursuant to such agreements and to assert claims and take other rightful actions in respect of breaches, defaults and other violations of such contracts, arrangements, licenses, leases and other agreements and otherwise (collectively, the "Contracts");

(g) except for the Seller's Written-Off Accounts Receivable, all accounts receivable of any nature whatsoever relating to the Business or the Assets, whether recorded or unrecorded (collectively, the "Accounts Receivable");

(h) all books, records, manuals and other materials (in any form or medium) including, without limitation, all records and materials relating to the Business, telephone numbers and listings, advertising matter, catalogues, price lists, correspondence, mailing lists, lists of customers, distribution lists, photographs, production data, sales and promotional materials and records, purchasing materials and records, lists of vendors and suppliers, environmental records and reports, personnel records (to the extent permitted by applicable law), manufacturing and quality control records and procedures, blueprints, research and development files, records, data and laboratory books, intellectual property disclosures, media materials and plates, accounting records, sales order files and litigation files;

(i) all transferable governmental and other permits, licenses, approvals, certificates of inspection, filings, franchises and other authorizations used or held for use in the Business including, but not limited to, those listed in the *Permits and Licenses Schedule* attached hereto;

(j) except for deposits described in Section 2.2(a)(iii) below, all credits, deposits, prepayments, advance payments, prepaid expenses, deferred charges, down payments, progress payments and security and utility deposits relating to the Business and all bank accounts used or held for use in the Business;

(k) all rights of Seller pursuant to any express or implied warranties, representations or guarantees made by suppliers furnishing goods or services to Seller; and

(l) except for the Excluded Assets, all other assets, rights, interests and properties of Seller, used or held for use in the Business.

2.2. Excluded Assets. Notwithstanding anything to the contrary contained in this Agreement, Seller will retain and not transfer, and Purchaser shall not purchase or acquire, the following assets (collectively, the "Excluded Assets"):

(a) the assets listed in the *Excluded Assets Schedule*, which shall include but not be limited to (i) any automobiles and aircraft owned or leased by the Seller; (ii) any of Seller's contracts, agreements and understandings with Seller's foreign and domestic sales agents and representatives that are not identified on the *Seller's Sales Agents and Representatives Contracts Schedule*; and (iii) any deposits that are not assignable by the Seller to the Purchaser pursuant to the terms of any applicable agreement, tariff, law, rule or regulation;

(b) the Business' cash and cash equivalents;

(c) the Excluded Real Property;

(d) any claims or causes of action against third party owners, operators or predecessors in interest of the Leased Real Property (i.e., other than against Purchaser, its affiliates, or the Lessor or its affiliates) arising under Environmental Laws with respect to any Losses and/or Remediation Costs relating to the Leased Real Property, provided that Purchaser is indemnified and fully held harmless from any Losses relating to Environmental Laws and/or Remediation Costs relating to the Leased Real Property by the Seller and/or the Lessor pursuant to the terms of this Agreement and the lease described in Section 9.12; and

(e) the Seller's Written-Off Accounts Receivable.

2.3. Transfer of Title to the Assets. Seller shall sell, assign, convey, transfer and deliver the Assets to Purchaser or Purchaser's designated affiliates at the Closing by means of deeds, bills of sale, assignments, endorsements, certificates and such other instruments of transfer and conveyance as shall be necessary or appropriate to vest good and marketable title to the Assets in Purchaser, free and clear of any liens, charges and encumbrances. All risk of loss to the Assets shall pass to the Purchaser as of the Closing.

### 3. PAYMENT AND ADJUSTMENT OF PURCHASE PRICE; ALLOCATION.

#### 3.1. Purchase Price.

(a) The purchase price to be paid by Purchaser for the Assets (the "Purchase Price") shall be Fourteen Million Two Hundred Fifty Thousand Dollars (\$14,250,000.00), subject to adjustment as hereinafter set forth in Section 3.2.

(b) On the first business day following the effective time of the Closing, Purchaser shall pay the Purchase Price to Seller by a wire transfer of immediately available funds in U.S. currency to a bank account to be designated in writing by Seller prior to Closing ("Seller's Account").

#### 3.2. Post-Closing Adjustment.

(a) The Purchase Price shall be adjusted upward or downward to the extent that the Working Capital of the Business as derived from the balance sheet of the Business dated as of the Closing Date (the "Closing Balance Sheet") is greater than or lesser than the Working Capital of the Business as derived from the December 31, 2001 balance sheet of the Business (the "Reference Balance Sheet"). Subject to Section 3.2(c), for the purposes of this Section 3.2 the term "Working Capital" shall mean the total of Accounts Receivable and Inventory minus accounts payable (expressed as a positive number) of the Business derived from, and as of the date of, the Reference Balance Sheet and the Closing Balance Sheet, respectively, excluding (i) Excluded Assets and (ii) Excluded Liabilities.

(b) The Closing Balance Sheet shall be prepared by Seller in accordance with the accounting principles and practices utilized by Seller in preparing each of the balance sheets, income statements and statements of changes in financial position of the

IN WITNESS WHEREOF, the duly authorized officers or representatives of the parties hereto have duly executed this Agreement on the date first written above.

Attest:

*[Handwritten Signature]*  
Asst Secretary

Chadwick-Helmuth Company, Inc.

By: *William H Chadwick*

Name: William H. Chadwick

Title: President

Honeywell International Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the duly authorized officers or representatives of the parties hereto have duly executed this Agreement on the date first written above.

Attest:

**Chadwick-Helmuth Company, Inc.**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Honeywell International Inc.**

By: Francis W. Daly, Jr.

Name: Francis W. Daly, Jr.

Title: President, Air  
Transport System



Honeywell  
Law Department  
101 Columbia Road  
Morristown, NJ 07962

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## *Fax Transmission*

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To Assignment Division  
Company U.S. Patent and Trademark Office  
Fax Number (703) 306-5995  
Phone Number (703) 308-9723

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From Susan Giniger, Trademark Administrator  
Date December 23, 2002  
Phone Number (973) 455-3416  
Fax Number (973) 455-5904

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No. of pages (including cover sheet): 9

STATEMENT OF CONFIDENTIALITY  
THE INFORMATION CONTAINED IN THIS FAX IS INTENDED FOR THE EXCLUSIVE USE OF THE ADDRESSEE AND  
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TRADEMARK