

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):

Baker Electronics, Inc.

- Individual(s)
- General Partnership
- Corporation - State of **Florida**
- 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: **N.J.** 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 **Stock Purchase Agreement**
- Merger
- Change of Name

Execution Date: **December 20, 2002**

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

A. Trademark Application No. (s)

76/323,233 CABINLAN

76/323,234 CABINLINK

76/323,065 WORLD WIDE CONNECTION

B. Trademark Registration No. (s)

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 **3**

7. Total fees (37 CFR 3.41).....\$ **90.00**

- Enclosed
- Authorized to be charged to deposit account

Deposit account number: **01-1125**

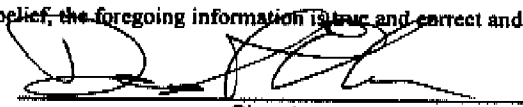
(Attach duplicate copy of this page if paying by deposit account)

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

4/4/03

Date

Total number of pages including cover sheet, attachments, and document: **9**

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

STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT, dated as of December 4, 2002, by and among Honeywell International Inc., a Delaware corporation (the "Purchaser"), Baker Electronics, Inc., a Florida corporation (together with all of its Subsidiaries, the "Company"), and VQuest, Inc. (formerly known as BI Technologies, Inc.), a Michigan corporation ("VQuest"), the Baker Electronics, Inc. Employee Stock Ownership Plan (the "Baker ESOP"), and Sylvia Fernandez, an individual ("Fernandez") (each of VQuest, the Baker ESOP and Fernandez, a "Selling Shareholder," and collectively, the "Selling Shareholders").

W I T N E S S E T H:

WHEREAS, the Company is engaged as of the date hereof in the business of designing, developing, manufacturing, marketing, selling, servicing and supporting cabin management technologies, pilot audio control system technologies, flat panel displays, cabin electronics and other cabin integration technologies (collectively, the "Business");

WHEREAS, the Selling Shareholders collectively own all the issued and outstanding shares (the "Shares") of common stock, \$.05 par value per share, of the Company (the "Common Stock"); and

WHEREAS, the Selling Shareholders desire to sell the Shares to the Purchaser, and the Purchaser desires to purchase the Shares from the Selling Shareholders, on the terms and subject to the conditions herein;

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and warranties made herein and of the mutual benefits to be derived herefrom, the parties hereto agree as follows:

ARTICLE I

PURCHASE PRICE; EXCHANGE OF DOCUMENTS; ADJUSTMENT

1.1 Purchase Price.

(a) The "Purchase Price" in connection with the consummation of the transactions described in Section 1.2 hereof shall be \$40 million. The "Adjusted Purchase Price" shall be the Purchase Price minus (i) all outstanding Indebtedness for Borrowed Money of the Company as of the Closing Date, (ii) the Transaction Expenses and (iii) the Morse Amount. The Purchase Price shall be subject to adjustment as hereinafter provided in Section 1.3.

of business), in each case (A) which was entered into after January 1, 2001, or (B) under which the Company has any executory indemnification or other material obligations;

(vi) any contract entered into other than in the ordinary course of business involving aggregate payments in excess of \$100,000, to be made by or to the Company in connection with the Business after the date of this Agreement;

(vii) contracts of the Company with any Affiliate, Selling Shareholder or any Affiliate of any Selling Shareholder or any of their respective officers, directors, shareholders or members;

(viii) contracts of the Company with any sales representatives;

(ix) settlement agreements; and

(x) contracts that are or could be material to the Business.

(b) The Company has delivered to the Purchaser complete and correct copies of the Contracts as in effect on the date of this Agreement.

(c) Each Contract is a legal, binding and enforceable obligation, and neither the Company nor, to the Knowledge of the Company, any other party to such Contract, is in default in any material respect under such Contract.

(d) No condition exists which with notice or lapse of time or both would constitute a default in any material respect by the Company under its respective Contracts.

(e) Except as set forth on Schedule 2.11(e), the consummation of the transactions contemplated hereby will not result in the loss or impairment of any rights under the Contracts or give rise to a right of any party thereto to cancel, modify, amend, accelerate or terminate, nor will such consummation require the Consent of any third party in respect of any Contract.

2.12 Intellectual Property.

(a) Schedule 2.12(a) sets forth, for the following Intellectual Property owned or used by the Company, a complete and accurate list of all U.S. and foreign: (i) patents, patent applications and inventions; (ii) trademark and service mark registrations (including Internet domain name registrations), trademark and service mark applications and common law trademarks; (iii) copyright registrations and applications; (iv) trade secrets; and (v) mask work registrations and applications.

(b) Schedule 2.12(b) lists all material agreements relating to any Intellectual Property to which the Company is a party or is otherwise bound (collectively, the "IP License Agreements").

(c) Except as set forth in Schedule 2.12(c):

(i) no material claims, or to the Knowledge of the Company, threats of material claims, have been asserted by any third party against the Company related to the Company's use of such third party's intellectual property rights or challenging or questioning the validity or effectiveness of any IP License Agreement, and, to the Knowledge of the Company, the Company's use of the Intellectual Property does not materially infringe, misappropriate or violate any valid and asserted intellectual property rights of any third party;

(ii) no material claims, demands or proceedings are pending charging any third party with infringement, misappropriation, dilution or violation of any Intellectual Property, and to the Knowledge of the Company, no third party is materially misappropriating, infringing, diluting or violating any Intellectual Property,

(iii) no settlement agreements, consents, judgments, orders, forbearance to sue or similar obligations limit or restrict any rights of the Company in and to any Intellectual Property;

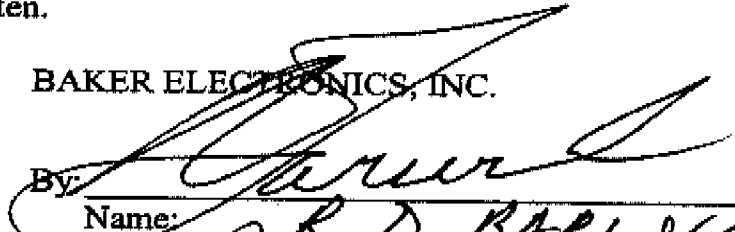
(iv) each IP License Agreement is a valid and binding obligation of the Company, enforceable in accordance with its terms, and to the Knowledge of the Company, no event or condition has occurred that will result in a violation or breach of, or constitute a default in any material respect by the Company under any such IP License Agreement;

(v) no condition exists which with notice or lapse of time or both would constitute a default by the Company in any material respect under its respective IP License Agreement; and

(vi) the consummation of the transactions contemplated hereby will not result in the material loss or impairment of any rights of the Company to own or use any of the Intellectual Property or give rise to a right of any party thereto to cancel, modify, amend, accelerate or terminate and IP License Agreement, nor will such consummation require the Consent of any third party in respect of any Intellectual Property.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

BAKER ELECTRONICS, INC.

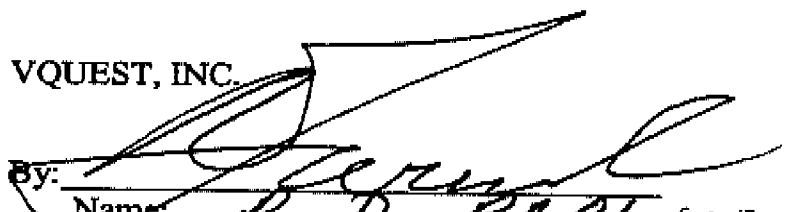
By: 
Name: R.D. BARWICK
Title: PRESIDENT

HONEYWELL INTERNATIONAL INC.

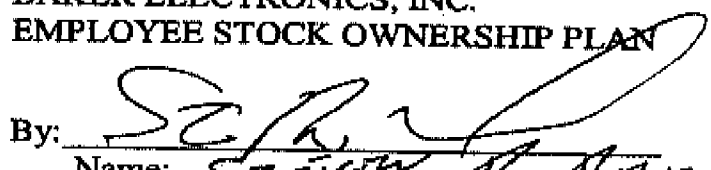
By: _____
Name:
Title:

THE SELLING SHAREHOLDERS

VQUEST, INC.

By: 
Name: R.D. BARWICK
Title: PRESIDENT

BAKER ELECTRONICS, INC.
EMPLOYEE STOCK OWNERSHIP PLAN

By: 
Name: STEVEN L. BARWICK
Title: TRUSTEE

Sylvia Fernandez

With respect to Section 4.13, agreed to and acknowledged by:

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

BAKER ELECTRONICS, INC.

By: _____
Name:
Title:

HONEYWELL INTERNATIONAL INC.

By: *[Signature]*
Name: DEAN M. FLATT
Title: President Honeywell AES

THE SELLING SHAREHOLDERS

VQUEST, INC.

By: _____
Name:
Title:

BAKER ELECTRONICS, INC.
EMPLOYEE STOCK OWNERSHIP PLAN

By: _____
Name:
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BAKER ELECTRONICS, INC.

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Name:
Title:

HONEYWELL INTERNATIONAL INC.

By: _____
Name:
Title:

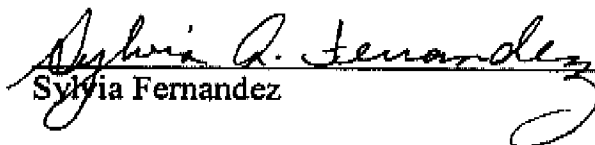
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BAKER ELECTRONICS, INC.
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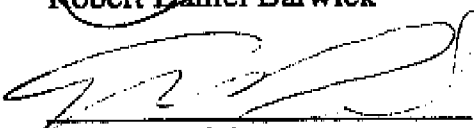
By: _____
Name:
Title:


Sylvia Fernandez

With respect to Section 4.13, agreed to and acknowledged by:



Robert Daniel Barwick



Gary Barwick



Steven Barwick