


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): Sensotec, 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 Ohio <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: Honeywell International Inc. Internal Address: Street Address: 101 Columbia Road City: Morristown State: NJ ZIP: 07962</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>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: February 6, 2003</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>4. Application number(s) or registration number(s) A. Trademark Application No.(s)</p> <p>76/460838 SENSOTEDS 76/460837 SIGCAL</p>	<p>B. Trademark Registration No. (s)</p> <p>2218593 1681837 1414097 0850972</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: David A. Cohen Internal Address: Honeywell International Inc. Street Address: 101 Columbia Road City: Morristown State: NJ ZIP: 07962</p>	<p>6. Total number of applications and registrations involved ...6...</p> <p>7. Total fees (37 CFR 3.41).....\$ \$165</p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>Deposit account number: 01-1125</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  **4/29/03**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **12**

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

between

HONEYWELL INTERNATIONAL INC.

and

SENSOTEC, INC.

dated as of

FEBRUARY 6, 2003

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of _____, 2003 (this "Agreement"), between Honeywell International Inc., a corporation organized and existing under the laws of Delaware (the "Purchaser") and Sensotec, Inc., a corporation organized and existing under the laws of the state of Ohio (the "Seller").

WITNESSETH:

WHEREAS, the Seller conducts a business which designs, manufactures, markets, sells and distributes sensor products (the "Business");

WHEREAS, the Seller desires to sell to the Purchaser, and the Purchaser desires to purchase from the Seller, certain assets of the Business, upon the terms and subject to the conditions hereinafter set forth; and

WHEREAS, certain terms used in this Agreement are defined in Section 10.1.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

1. SALE AND PURCHASE.

1.1. Sale and Purchase.

Upon the terms and subject to the conditions contained herein, at Closing the Seller shall sell, assign, transfer, convey and deliver to the Purchaser or, at the Purchaser's election, to one or more of the Purchaser's direct or indirect wholly-owned subsidiaries (the "Purchaser Designees"), and the Purchaser shall purchase or cause the Purchaser Designees to purchase from the Seller, free and clear of all Liens, other than Permitted Liens, all of the Seller's right, title and interest in, to and under the assets, properties and business, of every kind and description, wherever located, real, personal or mixed, tangible or intangible, owned, held or used in the conduct of the Business by the Seller as the same shall exist on the Closing Date, including all assets shown on the Interim Balance Sheet (including the International Receivables reflected on the Interim Balance Sheet, notwithstanding that such International Receivables are shown as "excluded" therein) and not disposed of in the Ordinary Course of Business as permitted by this Agreement (the "Purchased Assets"), and including (except to the extent any of the following is an Excluded Asset), all right, title and interest of the Seller in, to and under:

1.1.1. all real property, including without limitation options to acquire such real property, and leases of, other interests in, real property used or held for use in the conduct of the Business, in each case together with all buildings, fixtures, and improvements erected thereon, including the items listed on Schedule 4.8.1;

1.1.2. all personal property and interests therein, including machinery, equipment, furniture, office equipment, communications equipment, vehicles, storage tanks, spare and replacement parts, fuel and other tangible property;

1.1.3. all raw materials, work in process, finished goods, supplies and other inventories;

1.1.4. all rights under all Contracts, including (i) the items listed on Schedule 4.11 and (ii) any confidentiality, non-solicitation and similar agreements with any Person entered into by the Seller in connection with the proposed sale of the Business;

1.1.5. all accounts, notes and other receivables;

1.1.6. all prepaid expenses, including ad valorem taxes, leases and rentals, but only to the extent that economic value is transferred to the Purchaser at Closing;

1.1.7. except as set forth in Section 1.2.14, all of the Seller's rights, claims, credits, judgments, causes of action or rights of set-off against third parties relating to the Purchased Assets, including unliquidated rights under manufacturers' and vendors' warranties;

1.1.8. all Technology and Intellectual Property Assets, including the items listed on Schedule 4.10.1, and rights to sue for, and remedies against, past, present or future infringements thereof, and rights of priority and protection of interest therein;

1.1.9. all Permits or other governmental authorization affecting, or relating in any way to, the Business, including the items listed on Schedule 4.15.2;

1.1.10. all books, records, files and papers, whether in hard copy or computer format, used in the Business, including engineering information, sales and promotional literature, manuals and data, sales and purchase correspondence, lists of present and former suppliers, lists of present and former customers, any information relating to any Taxes imposed on the Purchased Assets, and personnel and employment records, to the extent permitted by applicable Law;

1.1.11. all goodwill associated with the Business or the Purchased Assets, together with the right to represent to third parties that the Purchaser is the successor to the Business;

1.1.12. all assets, properties and business, of every kind and description, wherever located, real, personal or mixed, tangible or intangible, owned, held or used by the Seller;

1.1.13. any refunds or credits of Taxes for the account of the Purchaser as provided in Section 9.6.3; and

1.1.14. all Confidentiality Agreements that have been executed by any Person in connection with the Seller or its Affiliates or Representatives seeking to sell the Seller and/or the Business.

1.2. Excluded Assets.

The Purchaser expressly understands and agrees that the following assets and properties of the Seller (the "Excluded Assets") shall be excluded from the Purchased Assets:

1.2.1. all of the cash and cash equivalents of the Seller at Closing;

1.2.2. any assets sold or otherwise disposed of in the Ordinary Course of Business and not in violation of any provision of this Agreement during the period from the date hereof until the Closing Date;

1.2.3. the shares of Sensotec International, Inc. and GREKA Energy Corporation, fka Petro Union, Inc. dba Horizontal Ventures owned by the Seller.

1.2.4. any refunds or credits of Excluded Taxes for the account of the Seller as provided in Section 9.6.3;

1.2.5. all minute books, share records and corporate seals;

1.2.6. the shares of the Seller held in treasury;

1.2.7. all insurance policies and rights thereunder (except to the extent specified in Section 6.8);

1.2.8. all personnel records and other records that the Seller is required by law to retain in its possession;

1.2.9. all claims for refund of governmental charges of whatever nature to the extent related to time periods preceding the Closing Date;

1.2.10. all rights in connection with and assets of the Seller Plans;

1.2.11. all rights of the Seller under the Seller Documents;

1.2.12. all prepaid expenses, including ad valorem taxes, leases and rentals, to the extent that economic value is not transferred to the Purchaser at Closing;

1.2.13. key man life insurance policy on the life of C. John Easton; and

1.2.14. Seller's claims and causes of action against bond counsel related to industrial revenue bond financing for the current Facility.

1.3. Assumed Liabilities.

Upon the terms and subject to the conditions of this Agreement, the Purchaser agrees, effective at the time of the Closing, to assume all debts, obligations and liabilities of the Seller of any kind, character or description (whether known or unknown, accrued, absolute, contingent or otherwise) to the extent relating to or arising out of the conduct of the Business and if set forth on the Closing Balance Sheet, to the extent and in the amount set forth therein, except for the

reasonably maintained consistent with standards generally followed in the industry, are adequate and suitable for their present uses (ordinary wear and tear excepted) and, in the case of plants, buildings and other structures (including the roofs thereof), are structurally sound.

4.9. Sufficiency of Assets.

The Purchased Assets constitute all of the property and assets used or held for use in the Business and are adequate to conduct the Business in the Ordinary Course of Business consistent with past practice as it is conducted up to and through the Closing. Except as set forth in Schedule 4.9, all Purchased Assets are located at the Business's current facility located at 2080 Arlingate Lane in Columbus, Ohio.

4.10. Intellectual Property Assets.

4.10.1. Schedule 4.10.1 lists all of the Intellectual Property Assets of the Business, including but not limited to:

- (i) the name "Sensotec," all fictional business names, trading names, registered and unregistered trademarks, service marks, and applications (collectively, "Marks") including the Marks listed in Schedule 4.10.1;
- (ii) all patents, patent applications, and inventions and discoveries, whether or not patentable and whether or not reduced to practice (collectively, "Patents") including the Patents listed in Schedule 4.10.1;
- (iii) all copyrights, registered and unregistered, in both published works and unpublished works (collectively, "Copyrights") including the Copyrights listed in Schedule 4.10.1;
- (iv) all know-how, trade secrets, confidential information, customer lists, business or marketing plans, software, technical information, data, processes, Technology, plans, drawings, mask works, and blue prints (collectively, "Trade Secrets"); owned, used, or licensed by the Business as licensee or licensor; and
- (v) all domain names owned by or used in the Business.

4.10.2. Intellectual Property Agreements – Schedule 4.10.2 contains a complete and accurate list and summary description, including any payments paid, to be paid, to be received, or received by the Business, of all Material Contracts, including license agreements, relating to the Intellectual Property Assets to which the Business is a party or by which the Business is bound, except for any license implied by the sale of a product and perpetual, paid-up licenses for commonly available software programs under which the Business is the licensee. The Seller has provided to the Purchaser correct and complete copies of any Material Contract on Schedule 4.10.2. There are no outstanding and no threatened disputes or disagreements with respect to any such agreement.

4.10.3. Operation of the Business

- (i) Except as set forth in Schedule 4.10.3(i), the Intellectual Property Assets listed on Schedule 4.10.1 are all those necessary for the operation of the Business as it is currently conducted up to the Closing. The Seller is the owner of all right, title, and interest in and to each of such Intellectual Property Assets, free and clear of all liens, security interests, charges, encumbrances, equities, and other adverse claims, and has the right to use without payment to a third party all of the Intellectual Property Assets.
- (ii) Except as set forth in Schedule 4.10.3(ii), current engineering department employees of the Business have executed written Contracts with the Business that assign to the Seller all rights to any inventions, improvements, discoveries, or information relating to the business of the Business. To the Knowledge of the Seller, no employee of the Business has entered into any contract that restricts or limits in any way the scope or type of work in which the employee may be engaged or requires the employee to transfer, assign, or disclose information concerning his work to anyone other than the Business.

4.10.4. Patents.

- (i) Schedule 4.10.1 contains a complete and accurate list and summary description of all Patents owned by or used in the Business. The Seller is the owner of all right, title, and interest in and to each of such Patents, free and clear of all Liens, security interests, charges, encumbrances, joint ownership entities, and other adverse claims.
- (ii) Except as set forth on Schedule 4.10.4, all of such issued Patents are currently in compliance with formal legal requirements (including payment of filing, examination, and maintenance fees and proofs of working or use), are valid and enforceable, and are not subject to any maintenance fees or taxes or actions falling due within ninety days after the Closing Date.
- (iii) Except as set forth on Schedule 4.10.4, no such Patent has been or is now involved in any interference, reissue, reexamination, or opposition proceeding and to the Knowledge of the Seller, there is no potentially interfering patent or patent application of any third party.
- (iv) Except as set forth on Schedule 4.10.4, to the knowledge of the Seller, no such Patent is infringed or has been challenged or threatened in any way. None of the products manufactured or sold, nor any process or know-how used, by the Business infringes or is, or has been, alleged to infringe any patent or other proprietary right of any other Person.
- (v) Except as set forth on Schedule 4.10.4, all products made, used, or sold under the Patents have been marked with the proper patent notice.

detriment of the Businesses. No such Trade Secret is subject to any adverse claim or has been challenged or threatened in any way.

4.10.8. Other Rights.

To the extent the Seller or any Affiliate of the Seller owns any other Intellectual Property Assets necessary for or used in the operation of the Seller's businesses as it is conducted up and through the Closing, the Seller hereby grants, and shall cause each of its Affiliates to grant, to the Purchaser a perpetual, nonexclusive, fully paid license, with the right to sublicense, to the other Intellectual Property Assets. Nothing in this Section 4.10.8 shall serve to limit the scope of the representations contained in Sections 4.8.4 and 4.9.

4.11. Material Contracts.

Schedule 4.11 sets forth all of the following Contracts included in the Purchased Assets and Assumed Liabilities or relating to the Business. Except as set forth on Schedule 4.11, the Seller is not a party to any written or oral:

4.11.1. Contract or agreement (A) relating to the Business (1) that involves the purchase of inventories or the sale of products and involves aggregate future payments in excess of \$25,000 or that extends for a period of more than six (6) months and cannot be canceled by the Seller without further payment or penalty or (2) any other contract or agreement that involves aggregate future payments in excess of \$25,000 or that extends for a period of more than six (6) months and cannot be canceled by the Seller without further payment or penalty, or (B) with representatives or selling agents used or retained in connection with the Business or pursuant to which the Seller sells or distributes its products, in each case described in Schedule 4.11 regardless of the size or term of the contract or agreement;

4.11.2. Agreement, mortgage, indenture, loan or credit agreement, security agreement, guaranty or indemnity or other agreement or instrument relating to the borrowing or lending of money or extension of credit or providing for the mortgaging or pledging of, or otherwise placing a lien or security interest on, any assets or properties of the Seller;

4.11.3. Settlement agreement of any administrative or judicial proceedings within the past five years or before if obligations under such agreement are still ongoing;

4.11.4. Intellectual property (including trademark) licensing or indemnification agreement (including covenants not to assert);

4.11.5. Contract or agreement limiting the ability of the Seller to engage in any material line of business or to compete with any person or entity; or

4.11.6. Any other Contract the provisions of which would have a materially adverse effect on the Business.

4.11.7. The Seller is not in breach of or in default under any of the Material Contracts, and, to the knowledge of the Seller, no event has occurred that, with the giving of notice or lapse of time or both, would constitute such a breach or default. Except as set forth on

4.10.5. Trademarks.

- (i) Schedule 4.10.1 contains a complete and accurate list and summary description of all Marks owned by or used in the Business. The Seller is the owner of all right, title, and interest in and to each of the Marks, free and clear of all liens, security interests, charges, encumbrances, equities, and other adverse claims.
- (ii) Except as set forth on Schedule 4.10.1, such all Marks that have been registered with the applicable Patent and Trademark Office and are currently in compliance with all formal legal requirements (including the timely post-registration filing of affidavits of use and incontestability and renewal applications), are valid and enforceable, and are not subject to any maintenance fees or taxes or actions falling due within ninety days after the Closing Date.
- (iii) Except as set forth on Schedule 4.10.4, no such Mark has been or is now involved in any opposition, invalidation, or cancellation and to the Knowledge of the Seller, no such action is threatened with the respect to any of the Marks.
- (iv) Except as set forth on Schedule 4.10.5, to the Knowledge of the Seller, there is no potentially interfering trademark or trademark application of any third party.
- (v) Except as set forth on Schedule 4.10.5, to the Knowledge of the Seller, no such Mark is infringed or has been challenged or threatened in any way. None of the Marks used by the Business infringes or is or has been alleged to infringe any trade name, trademark, or service mark of any third party.
- (vi) All products and materials containing a Mark bear the proper federal registration notice where permitted by law.

4.10.6. Copyrights.

The Seller has no registered copyrights.

4.10.7. Trade Secrets.

- (i) With respect to each Trade Secret owned by or used in the Business, the documentation relating to such Trade Secret is included in the Purchased Assets and is current, accurate, and sufficient in detail and content to identify and explain it and to allow its full and proper use without reliance on the knowledge or memory of any individual.
- (ii) The Seller has taken all reasonable precautions to protect the secrecy, confidentiality, and value of its Trade Secrets.
- (iii) The Seller has good title and an absolute (but not necessarily exclusive) right to use such Trade Secrets. Such Trade Secrets are not part of the public knowledge or literature, and have not been used, divulged, or appropriated either for the benefit of any Person (other than one or more of the Businesses) or to the

Schedule 4.11, the execution and delivery of this Agreement and the consummation of the Contemplated Transactions hereby will not (i) violate, or conflict with, or result in a breach of any provision of or constitute a default under, or entitle any party (with the giving of notice, the passage of time or otherwise) to terminate, accelerate or call a default under, or result in the creation of any Lien upon any of the properties or assets of the Seller or the Business under any of the terms or conditions of any Material Contract or (ii) require the consent of any party (other than the Seller) to any Material Contract. The Seller has delivered or made available in the data room to the Purchaser a true and complete copy of all Material Contracts set forth on Schedule 4.11, and with accurate descriptions of all oral Material Contracts set forth on Schedule 4.11. Any Contract listed or required to be listed on Schedule 4.11 is referred to herein as a "Material Contract."

4.12. Employee Benefits.

4.12.1. Schedule 4.12.1(i) sets forth a current, accurate and complete list of all oral or written pension, retirement, cash balance, money purchase, savings, profit sharing, annuity, deferred compensation, bonus, incentive (including, without limitation, cash, stock option, stock bonus, stock appreciation, phantom stock, restricted stock and stock purchase), medical, dental, vision, hospitalization, long-term care, prescription drug and other health, employee assistance, cafeteria, flexible benefits, life insurance, short and long term disability, vacation pay, severance pay, other welfare and fringe benefit and similar plans, programs, understandings, arrangements or agreements, including, without limitation, all employee benefit plans as defined in Section 3(3) of ERISA, sponsored or maintained for current or former employees, officers, directors or consultants of the Seller or to which the Seller is a party or required to contribute or has any liability, whether direct or indirect, actual or contingent, with respect to the Business (the "Seller Plans"). The Seller has made due inquiry with all appropriate personnel to identify all Seller Plans. Schedule 4.12.1(i) identifies each Seller Plan that is an "employee welfare benefit plan" (as defined in Section 3(1) of ERISA, whether or not subject to ERISA) ("Welfare Plan"), each "employee pension benefit plan" (as defined in Section 3(2) of ERISA, whether or not subject to ERISA) ("Pension Plan"). Schedule 4.12.1(ii) sets forth a current, accurate and complete list of all oral or written employment, termination, severance, bonus, incentive or consulting agreements, contracts, arrangements or understandings or similar agreements covering any current or former employee, officer, director or consultant of the Seller or under which the Seller or the Purchaser or any Affiliate of either thereof has or may have any liability or obligation actual or contingent, direct or indirect, with respect to the Business, and which cannot be terminated by the Seller without cost or penalty ("Employment Contracts"). Schedule 4.12.1(iii) sets forth a current, accurate and complete list of all current employees, officers, directors and consultants (the "Employees") of the Seller with respect to the Business, including, in each case, name, current job title or role and annual rate of compensation and bonus. There are no individuals in the employment of the Seller who render services primarily in connection with the Business who are not included on Schedule 4.12.1(iii).

4.12.2. The Seller has delivered or made available in the data room to the Purchaser current, accurate and complete copies of (i) each Seller Plan and Employment Contract that has been reduced to writing and all amendments thereto, (ii) for each Seller Plan and Employment Contract that has not been reduced to writing, a summary of the material terms of each such Seller Plan or Employment Contract, including all amendments thereto, (iii) all trust

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

PURCHASER:

SUBSIDIARIES:

HONEYWELL INTERNATIONAL INC.

By: Daniel K. Clift

Name: Daniel K. Clift

Title: Director, Corporate Development

SELLER:

SENSOTEC, INC.

By: _____

Name: _____

Title: _____

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

PURCHASER:

SUBSIDIARIES:

HONEYWELL INTERNATIONAL INC.

By: _____

Name: _____

Title: _____

SELLER:

SENSOTEC INC.

By: *C. John Easton*

Name: C. John Easton

Title: President