

TRADEMARKS ONLY

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

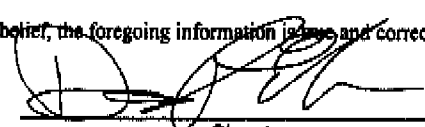
<p>1. Name of conveying party(ies):</p> <p>Cognitive Rescource, Incorporated</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation - State of Massachusetts</p> <p><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.</p> <p>Internal Address: _____</p> <p>Street Address: 101 Columbia Road</p> <p>City: Morristown State: NJ ZIP: 07962</p> <p><input type="checkbox"/> Individual(s) citizenship _____</p> <p><input type="checkbox"/> Association _____</p> <p><input type="checkbox"/> General Partnership _____</p> <p><input type="checkbox"/> Limited Partnership _____</p> <p><input checked="" type="checkbox"/> Corporation-State of Delaware</p> <p><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</p> <p>(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 checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: March 5, 2003</p>	

<p>4. Application number(s) or registration number(s)</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No. (s)</p> <p>0673785 0521944 0300644</p> <p>1186484 0155690 0801238</p> <p>1215607 2170892</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: David A. Cohen</p> <p>Internal Address: _____</p> <p>Honeywell International Inc.</p> <p>Street Address: 101 Columbia Road</p> <p>City: Morristown State: NJ ZIP: 07962</p>	<p>6. Total number of applications and registrations involved 8</p> <p>7. Total fees (37 CFR 3.41).....\$ 215.00</p> <p><input type="checkbox"/> Enclosed</p> <p><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>
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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  **May 2, 2003**

Name of Person Signing _____ Signature _____ Date _____

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 22202-3613

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made as of March 5, 2003, between Cognitive Resources, Incorporated (d/b/a The Gamewell Company), a Massachusetts Business Corporation ("Assignor"), and Honeywell International Inc., a Delaware corporation ("Assignee"), pursuant to an Asset Purchase Agreement dated as of even date herewith between Assignor and Assignee (the "Asset Purchase Agreement").

RECITALS

WHEREAS, pursuant to the provisions of the Asset Purchase Agreement, Assignor has sold, and Assignee has purchased, certain intellectual property assets; and

WHEREAS, it is the purpose of this document to memorialize the transfer of Assignor's right, title and interest in and to the United States of America and international trademark registrations and applications listed in Schedule A and B attached hereto (collectively "Trademarks"), together with the good will of the business symbolized by the respective Trademarks, to Assignee, in a form suitable for recordation.

NOW, THEREFORE, in consideration for the foregoing premises, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does assign and transfer to Assignee, all of Assignor's right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the respective Trademarks and that portion of the business of Assignor to which the Trademarks pertain, including, but not limited to, the right to sue and collect damages for past infringement of the Trademarks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

HONEYWELL INTERNATIONAL INC.

As Assignee

By: *Daniel K. Clift*
Name: Daniel K. Clift
Title: Director, Corporate Development

STATE OF NEW JERSEY §
 §
COUNTY OF MORRIS §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Daniel K. Clift, Director, Corporate Development, Honeywell International Inc., a Delaware corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Honeywell International Inc., a Delaware corporation, and that s/he has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

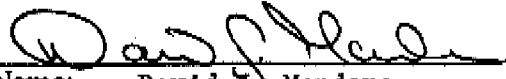
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of March, 2003.

Barbara Ann Hill
NOTARY PUBLIC, STATE OF NEW JERSEY

BARBARA ANN HILL
A Notary Public of New Jersey
My Commission Expires Sept. 2, 2003

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and delivered by the duly authorized officers of the Assignor and the Assignee as of the date and year first written above.

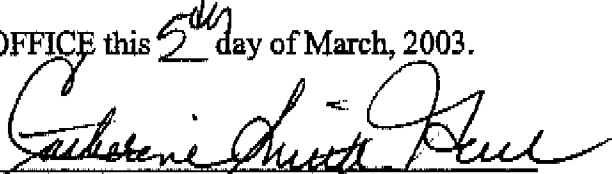
COGNITIVE RESOURCES, INCORPORATED
(d/b/a The Gamewell Company)
As Assignor

By: 
Name: David S. Mandara
Title: Clerk

STATE OF MASSACHUSETTS §
 §
COUNTY OF [WORCHESTER] §






BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [NAME, TITLE], Cognitive Resources, Incorporated (d/b/a The Gamewell Company), a Massachusetts Business Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Cognitive Resources, Incorporated (d/b/a The Gamewell Company), a Massachusetts Business Corporation, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of March, 2003.


NOTARY PUBLIC, STATE OF MASSACHUSETTS
Catherine Smith Hall
My Comm. Expires: 1-15-04

SCHEDULE A

U.S. Trademark Registrations

<u>Trademark</u>	<u>Registration Number</u>	<u>8 & 15/Renews Due</u>	<u>WGS file No.</u>
	673,785	2/10/09	A00054/20008
	1,186,484	1/19/12	A00054/20011
	1,215,607	11/9/12	A00054/20014
	521,944	3/07/10	A00054/20016
	155,690	6/06/12	A00054/20018
SMART START	2,170,892	Sect. 8 & 15 Affidavit due 7/07/04	C00699/20001
BLISS GAMEWELL	749,028	5/07/03	A00054/40001
GAMEWELL	300,644	1/31/13	C00699/20003
THREE-FOLD	801,238	1/04/06	A00054/40001