

07-16-2003

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

102498112

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

1. Name of conveying party(ies):

Ultrak, Inc.

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

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

City: Morristown State: NJ Zip: 07962-2245

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State 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

OFFICE OF PUBLIC RECORDS
2003 JUL 14 AM 10:46
FINANCE SECTION

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: 12/20/2002

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

A. Trademark Application No.(s) see attached schedule

B. Trademark Registration No.(s) see attached schedule

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: George R. Schultz

Internal Address:

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 3.41) \$ 440

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

Refund Ref: 07/15/2003 ECDOPER 0000129012

CHECK Refund Total: One \$150.00

Street Address: 5400 LBJ Freeway, Suite 525

City: Dallas State: TX Zip: 75240

DO NOT USE THIS SPACE

9. Signature.

George R. Schultz

Name of Person Signing

Signature

JULY 9 2003

Date

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

07/15/2003 ECDOPER 00000300 76163000

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:8521
02 FC:8522

40.00 OP
250.00 OP

TRADEMARK
REEL: 002777 FRAME: 0762

CONTINUATION OF BOX 4 OF FORM PTO-1594

Trademark Application:

76/163,200

Trademark Registrations:

984,369

2,390,961

2,440,174

1,673,268

2,457,506

2,240,987

2,181,001

1,689,900

2,359,641

1,653,537

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made as of December __, 2002, between Ultrak, Inc., a Delaware corporation ("Assignor"), and Honeywell International Inc., a Delaware corporation ("Assignee"), pursuant to an Asset Purchase Agreement dated August 8, 2002 among Assignor (together with the entities listed on Schedule A thereto) and Assignee (as amended to date, 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 trademark registrations and applications listed in Schedule A attached hereto (collectively "Trademarks"), together with the good will of the business symbolized by the respective Trademarks, to Assignee, in a form suitable for recording in the United States Patent and Trademark Office.


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]

IN WITNESS WHEREOF, this 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.

ULTRAK, INC.

As Assignor

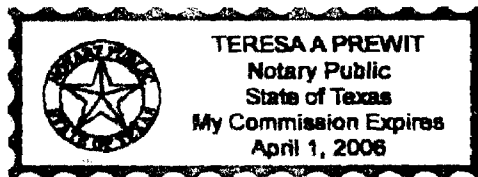
By: 
Chris Sharnng, Senior Vice President,
Chief Financial Officer and Secretary

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Chris Sharnng, Senior Vice President, Chief Financial Officer and Secretary of Ultrak 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 Ultrak, Inc., a Delaware 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 9 day of December, 2002.


NOTARY PUBLIC, STATE OF TEXAS



SCHEDULE A**U.S. Trademark Registrations**

Mark	Registration No.
"CROME DOME"	984,369
"DAVE TECHNOLOGY & DESIGN"	2,390,961
"DYNAMIC SCENE SENSING"	2,440,174
"GOLD DOME"	1,673,268
"MAX-1000"	2,457,506
"MAXPRO"	2,240,987
"QUALITY PRODUCTS THAT MAKE A DIFFERENCE"	2,181,001
"SMARTSCAN"	1,689,900
"VIEWLINK"	2,359,641
"WEATHER DOME"	1,653,537

U.S. Trademark Applications

Mark	Serial No.
"DURACAM"	U.S. App. No. 76/163,200