

OMB No. 0651-0011
(exp. 4/94)

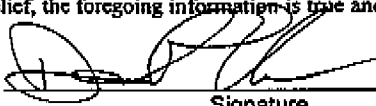
Patent and
Trademark Office

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): FutureSmart Systems, 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 Delaware <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>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) 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 <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: October 20, 2003</p>	<p>4. Application number(s) or registration number(s) A. Trademark Application No.(s)</p> <p>B. Trademark Registration No. (s)</p> <p>2352124 for FUTURE SMART 2239827 for FUTURE SMART 2394486 for FUTURE PROOF</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 3</p> <p>7. Total fees (37 CFR 3.41).....\$ 90.00</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  **November 16, 2004**
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 22202-3513

CH \$90.00 011125 2352124

BILL OF SALE

THIS BILL OF SALE is by and between Honeywell International Inc., a Delaware corporation (the "Purchaser") and Future Smart Networks, Inc., a Delaware corporation (the "Seller") pursuant to the Asset Purchase Agreement dated as of October 21, 2003 (the "Purchase Agreement") by and between Purchaser and Seller. Unless otherwise expressly defined herein, capitalized words and phrases used herein shall have the same meaning as they have in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Seller has granted, conveyed, sold, assigned, transferred and delivered to Purchaser, the Assets, such grant, conveyance, sale assignment transfer to be evidenced by this Bill of Sale.

NOW THEREFORE, in consideration of the premises and the other good and valuable consideration given by Purchaser to Seller, the receipt and sufficiency of which are hereby acknowledged, subject to the Purchase Agreement, Seller does hereby sell, transfer, convey, assign and deliver to Purchaser, its successors and assigns, forever, as of the date hereof, all of Seller's right, title and interest in and to the Assets free and clear of all Liens, except for the Permitted Liens.

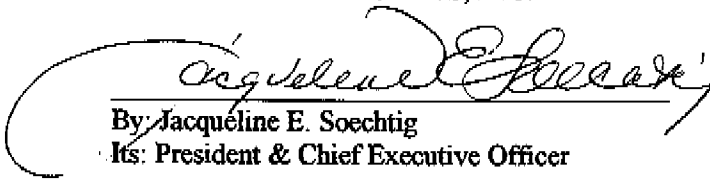
Seller and Purchaser hereby acknowledge and agree that neither the representations and warranties nor the rights, remedies and obligations of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Bill of Sale. Without limiting the generality of the foregoing, it is understood that except for the representations and warranties made by Seller in the Purchase Agreement, Seller makes no other representations and warranties of any kind.

This Bill of Sale may be executed in any number of separate counterparts, all of which when executed and delivered shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, each of Seller and Purchaser have caused this Bill of Sale to be executed by a duly authorized officer effective as of this 20th day-of October, 2003.

SELLER:

FUTURE SMART SYSTEMS, INC.



By: Jacqueline E. Soechtig
Its: President & Chief Executive Officer

PURCHASER:

HONEYWELL INTERNATIONAL INC.

By: Gail E. Lehman
Its: Assistant Secretary

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TRADEMARK