

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |  |
|-----------------------|--|
| SUBMISSION TYPE:      | NEW ASSIGNMENT                               |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
| EFFECTIVE DATE:       | 07/29/2005                                   |

**CONVEYING PARTY DATA**

| Name                | Formerly | Execution Date | Entity Type             |
|---------------------|----------|----------------|-------------------------|
| Lebow Products Inc. |          | 07/29/2005     | CORPORATION: CALIFORNIA |

**RECEIVING PARTY DATA**

|                 |                              |
|-----------------|------------------------------|
| Name:           | Honeywell International Inc. |
| Street Address: | 101 Columbia Road            |
| City:           | Morristown                   |
| State/Country:  | NEW JERSEY                   |
| Postal Code:    | 07962                        |
| Entity Type:    | CORPORATION: DELAWARE        |

**PROPERTY NUMBERS Total: 2**

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 2093404 | TORQSTAR  |
| Registration Number: | 1350404 | LEBOW     |

**CORRESPONDENCE DATA**

Fax Number: (973)455-5904  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (973) 455-2000  
 Email: susan.giniger@honeywell.com  
 Correspondent Name: Honeywell International Inc.  
 Address Line 1: 101 Columbia Road  
 Address Line 4: Morristown, NEW JERSEY 07962

|                    |                 |
|--------------------|-----------------|
| NAME OF SUBMITTER: | David A. Cohen  |
| Signature:         | /david.a.cohen/ |
| Date:              | 09/27/2005      |

CH \$65.00 2093404

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

WHEREAS, Lebow Products Inc., a California corporation (the "Assignor"), has adopted and is using or has a bona fide intent to use the trademarks listed in Exhibit A hereto (the "Trademarks"); and

WHEREAS, Honeywell International Inc., a Delaware corporation (the "Assignee"), is a party to that certain Asset Purchase Agreement, dated July 29, 2005, by and among the Assignor, the Assignee, Transducer Controls Corporation, a California corporation, and Tedeo Ltd., an Israeli corporation (the "Purchase Agreement"), and is desirous of acquiring the entire right, title and interest in and to the Marks, all U.S. and foreign applications for registration and/or registrations thereof, all common law rights in and to the Marks and the goodwill pertaining thereto; and

WHEREAS Assignor desires to assign all of its rights, title and interest in and to the Trademarks to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Assignor hereby sells, assigns and transfers unto Assignee, its successors and assigns, its entire right, title and interest in and to the Trademarks, including any and all common law rights, State, Federal or foreign registrations and/or applications for registration thereof, all trade name rights, service name rights and together with all of the goodwill of the business pertaining to the Trademarks.

The Assignor hereby authorizes Assignee, its successors and assigns, or anyone it may properly designate, to execute, file and deliver such instruments as may be necessary, appropriate or desirable to establish Assignee's record ownership of the Trademarks.

Upon said consideration, Assignor does hereby covenant and agree with Assignee, its successors and assigns, that it will not execute any writing or do any act whatsoever conflicting with these provisions, and that Assignor will at any time upon request, without further or additional consideration, but at the expense of Assignee, its successors and assigns, execute such additional writings and do such additional acts as Assignee, its successors and assigns, may deem necessary or desirable to perfect the Assignee's ownership of the Trademarks, and render all necessary assistance in establishing Assignee's record ownership of the Trademarks.

This Assignment may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the Assignee and Assignor have caused this Trademark Assignment to be executed by a duly authorized officer.

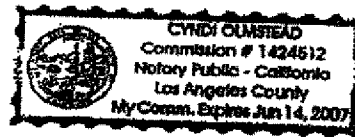
LEBOW PRODUCTS INC.

HONEYWELL INTERNATIONAL INC.

By: [Signature]  
Its: President

By: [Signature]  
Its: GENERAL COUNSEL, SENSING & CONTROL

STATE OF California )  
COUNTY OF Los Angeles ) ss.



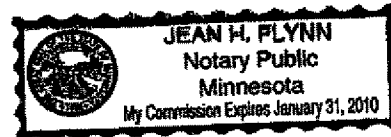
The foregoing instrument was acknowledged before me this 10 day of August, 2005 by Michael Katz the President of Lebow Products Inc., a California corporation, on behalf of the corporation.

[Signature]  
Notary Public

STATE OF MINNESOTA )  
COUNTY OF HENNEPIN ) ss.

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of August, 2005 by Anthony A. Kwak the General Counsel of Honeywell International Inc., a Delaware corporation, on behalf of the corporation. of Sensing & Control

[Signature]  
Notary Public



(Signature Page to Trademark Assignment)

**EXHIBIT A**

**TRADEMARKS**

| <b>Mark</b> | <b>Country</b> | <b>Registration No.</b> | <b>Registration Date</b> |
|-------------|----------------|-------------------------|--------------------------|
| Torqstar    | U.S.           | 2,093,404               | September 2, 1997        |
| Lebow       | U.S.           | 1,350,404               | July 23, 1985            |