

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Richardson Electronics, Ltd.		05/31/2007	CORPORATION: DELAWARE

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: 11

Property Type	Number	Word Mark
Registration Number:	2953302	AT
Registration Number:	2978585	AUDIOTRAK
Registration Number:	2932205	CAPTURE
Registration Number:	2825866	ELITE NATIONAL ELECTRONICS
Registration Number:	2781790	GLOBAL REACH WITH LOCAL SERVICE
Registration Number:	2768786	GLOBAL REACH WITH LOCAL SERVICE
Registration Number:	2764104	GLOBAL REACH WITH LOCAL SERVICE
Registration Number:	2483285	NAVIGATOR PRO
Serial Number:	77004448	NUVISPEC
Serial Number:	78818665	WEBDESK
Serial Number:	77098022	WEBDESK

CORRESPONDENCE DATA

Fax Number: (973)455-5904
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$290.00 2953302

Phone: (973) 455-2000
Email: trademarks@honeywell.com
Correspondent Name: Honeywell International Inc.
Address Line 1: 101 Columbia Road
Address Line 4: Morristown, NEW JERSEY 07962

ATTORNEY DOCKET NUMBER:	0555
NAME OF SUBMITTER:	Susan R. Giniger
Signature:	/susan.giniger/
Date:	07/06/2007

Total Attachments: 6

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EXHIBIT A

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT (this "Trademark Assignment") is entered into as of May 31, 2007 (the "Effective Date") by and between Richardson Electronics, Ltd., a Delaware corporation having a place of business at 40W267 Keslinger Road, P.O. Box 393, LaFox, Illinois 60147 ("Assignor"), and Honeywell International Inc., a Delaware corporation having a place of business at 101 Columbia Road, P.O. Box 4000, Morristown, New Jersey 07962 ("Assignee"). This Trademark Assignment is being entered into pursuant to that certain Acquisition Agreement dated April 6, 2007 by and among Burtek Systems Corp., a Nova Scotia unlimited liability company, Assignor, certain subsidiaries of Assignor, and Assignee (the "Acquisition Agreement").

FOR GOOD AND VALUABLE CONSIDERATION as set forth in the Acquisition Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the following: (i) the trademarks, trademark registrations and applications and tag lines set forth on Exhibit A (attached hereto and made a part hereof) (the "Assigned Marks"); (ii) all common law or unregistered rights in the Assigned Marks (including without limitation any such rights in any such trademarks that are the subject of a registration or application) in all jurisdictions throughout the world; (iii) all goodwill associated with the foregoing; (iv) all income, royalties and payments due or payable with respect to the foregoing, and all rights to sue and recover for any of the foregoing; and (v) all rights to sue and recover damages or obtain other relief for past, present and future infringements of the foregoing. (collectively, the "Assigned Rights").

2. Notwithstanding anything in Section 1, above, with respect to the NATIONAL, NATIONAL ELECTRONICS and CETRON trademarks set forth on Exhibit A, Assignor hereby assigns all of Assignor's right, title and interest in and to said trademarks only with respect to goods and/or services that have been used in or by, or intended to be used in or by, the Business (as that term is defined in the Acquisition Agreement) under and in connection with said NATIONAL, NATIONAL ELECTRONICS and CETRON trademarks, including without limitation (i) any and all such common law or unregistered rights in all jurisdictions throughout the world; (ii) all goodwill associated with the foregoing; (iii) all income, royalties and payments due or payable with respect to the foregoing, and all rights to sue and recover for any of the foregoing; and (iv) all rights to sue and recover damages or obtain other relief for past, present and future infringements of the foregoing (collectively, the "Business Assigned Rights"). Notwithstanding anything in this Section 2, Assignor shall retain the right to use and register the marks NATIONAL, NATIONAL ELECTRONICS and CETRON with respect to any and all goods and services that have been sold or offered for sale or are currently sold or offered for sale by Assignor as of the date of this Assignment under and in connection with said NATIONAL, NATIONAL ELECTRONICS and CETRON trademarks in any of its businesses except in connection with the Business, and so long as the use of said trademarks on said goods or services would not violate the parties' non-compete agreement and would not infringe the Business Assigned Rights. Assignor and Assignee agree that the proposed reservation of rights set forth in the prior sentence is not likely to cause confusion as to the origin, sponsorship, approval, affiliation, connection or association of the parties or their respective goods and services.

3. Assignor shall provide to Assignee, its successors, assigns or other legal representatives reasonable and prompt cooperation and assistance (including without limitation by executing and delivering affidavits, declarations, oaths, exhibits, assignments, powers of attorney and other documentation as may be reasonably required) in connection with effectuating the purposes of this Assignment (including without limitation perfecting Assignee's right, title and interest in and to the Assigned Rights and the Business Assigned Rights). Assignor shall also provide, at Assignee's reasonable request and sole expense (except to the extent of any Indemnification obligations under Section 10.2 of the Acquisition Agreement), assistance in preparing and prosecuting any applications relating to the Assigned Rights and the Business Assigned Rights, and bringing or defending against any infringement or dilution suit or other proceeding that may arise in connection with any of the Assigned Rights and the Business Assigned Rights, including without limitation testifying as to any facts relating to the Assigned Rights and to this Assignment.

4. Assignor hereby authorizes and requests the U.S. Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the owner of the Assigned Rights and the Business Assigned Rights.

5. In the event of any conflict or inconsistency between the terms of this Trademark Assignment and the terms of the Acquisition Agreement, the terms of the Acquisition Agreement will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Acquisition Agreement.

6. This Trademark Assignment and the transactions contemplated hereby will be governed by and construed on accordance with the laws of the State of New York, without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of New York to be applied.

7. For purposes of this Trademark Assignment, the term "trademark" is intended to refer broadly to trademark rights of any type, including but not limited to service marks, trade names, trade dress, styles, fonts, logos, designs, certification marks and other indicia or origin or source.

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**SCHEDULE A
TO TRADEMARK ASSIGNMENT**

TRADEMARKS
AT design
AUDIOTRAK
BESTSECURITYZONE
BURTEK
BURTEK SYSTEMS
CAPTURE
CETRON
ELITE NATIONAL ELECTRONICS
GLOBAL REACH WITH LOCAL SERVICE
N design
NATIONAL
NATIONAL ELECTRONICS
NAVIGATOR PRO
NUVISPEC
OMNISCAPE design
PTSO Progressive Technical Standards Organization
WEBDESK

TRADEMARK APPLICATIONS AND REGISTRATIONS	
TRADEMARK	REGISTRATION/SERIAL NUMBER
AT Design	U.S. Reg. No. 2,953,302
AUDIOTRAK	U.S. Reg. No. 2,978,585
AUDIOTRAK	Int'l Reg. No. 860861
CAPTURE	U.S. Reg. No. 2,932,205
ELITE NATIONAL ELECTRONICS	U.S. Reg. No. 2,825,866
GLOBAL REACH WITH LOCAL SERVICE	U.S. Reg. No. 2,781,790
GLOBAL REACH WITH LOCAL SERVICE	U.S. Reg. No. 2,768,786
GLOBAL REACH WITH LOCAL SERVICE	U.S. Reg. No. 2,764,104
NAVIGATOR PRO	U.S. Reg. No. 2,483,285
NUVISPEC	U.S. Ser. No. 77/004,448
WEBDESK	U.S. Ser. No. 78/818,665
WEBDESK	U.S. Ser. No. 77/098,022

Trademark Assignment

**TRADEMARK
REEL: 003576 FRAME: 0007**

TAG LINES
"Your Low Voltage Distributor Since 1980"
"The Complete Surveillance System"
"Protecting Your World"
"Enhanced Audio Awareness"
"Simplifying Security For You"
"The Complete Video Surveillance System"
"See for Yourself"
"All The Evidence You Need"
"Every Detail"
"Full Scene Ahead"