

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
Dimensions International, Inc.		07/02/2007	CORPORATION: VIRGINIA
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: 1			
Property Type	Number	Word Mark	
Registration Number:	2767285	DIMENSIONS INTERNATIONAL, INC.	
CORRESPONDENCE DATA			
Fax Number:	(973)455-5904		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	5641		
NAME OF SUBMITTER:	Susan R. Giniger		
Signature:	/susan.giniger/		
Date:	01/11/2008		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

WHEREAS, DIMENSIONS INTERNATIONAL, INC., a Virginia corporation with offices at 2800 Eisenhower Avenue, Suite 300, Alexandria, Virginia 22314 (the "Assignor"), has adopted, is using and is the owner of all rights, title and interest in and to the trademarks, service marks, trade names, common-law marks, and other indicia of origin listed in the attached Exhibit A (the "Marks");

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor desires to sell, transfer, assign and set over unto HONEYWELL INTERNATIONAL INC., a Delaware corporation with offices at 101 Columbia Road, Morristown, New Jersey 07962-2245 (the "Assignee"), all rights, title and interest of the Assignor in and to the Marks.

NOW, THEREFORE, Assignor does hereby assign, sell and transfer unto Assignee for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, all of its right, title and interest in and to the Marks, together with the right to sue for past infringement thereof, any registrations therefor, and all benefit of the Marks. Assignor does further consent to the recordation of this Assignment with any governmental agency.

Assignor agrees, without further consideration, to execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to Assignee the right, title and interest conveyed herein, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the Marks in a form acceptable for recordation in both the United States Patent and Trademark Office and in foreign trademark offices.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment, as an instrument under seal on this _____ day of _____, 2007.

DIMENSIONS INTERNATIONAL, INC.

By: Victor Miller
Name: Victor Miller
Title: V.P. + G.C. Dimensions Int'l

STATE OF _____
COUNTY OF _____ ss.

On this the _____ day of _____, 2007, before me appeared _____, the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.

Notary Public
My commission expires: _____

The foregoing Trademark Assignment of said Marks by Assignor is hereby accepted as of _____, 2007.

HONEYWELL INTERNATIONAL INC.

By: Victor Miller
Name: Victor Miller
Title: V.P. + G.C. Honeywell DTS

STATE OF _____
COUNTY OF _____ ss.

On this the _____ day of _____, 2007, before me appeared _____, the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.

Notary Public
My commission expires: _____

EXHIBIT A

Registered Trademarks

Trademark:	DIMENSIONS INTERNATIONAL, INC.
Reg. No.	2,767,285
Reg. Date	September 23, 2003

Unregistered Trademarks

ACES
TAIU
AMASS
FARRIS
Night Vision
DISSRR