

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
Honeywell Intellectual Properties Inc.		12/30/2007	CORPORATION: ARIZONA
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: 6			
Property Type	Number	Word Mark	
Registration Number:	2376935	PAY A LITTLE MORE NOW... OR PAY A LOT LATER	
Registration Number:	2362805	FLASHSCAN	
Registration Number:	2384488	GG 1111	
Registration Number:	2382096	GG 445	
Registration Number:	1467227	SENTINEL	
Registration Number:	0642913	"SILLRAMIC"	
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		

CH \$165.00 2376935

ATTORNEY DOCKET NUMBER:	5100
NAME OF SUBMITTER:	Susan R. Giniger
Signature:	/susan.giniger/
Date:	05/27/2008
Total Attachments: 2 source=HIPI Assignment to HII#page1.tif source=HIPI Assignment to HII#page2.tif	

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of December 30, 2007, 11:55 p.m. EST, between Honeywell Intellectual Properties Inc., an Arizona corporation ("Transferor") and Honeywell International Inc., a Delaware corporation ("Transferee").

WITNESSETH:

WHEREAS, Transferor, Transferee and certain other parties have entered into a Restructuring Agreement, dated November 19, 2007, to restructure Transferor in order to simplify legal entity ownership, reduce intercompany agreement administration and enhance intellectual property protection and enforcement actions (the "Restructuring Agreement"; terms defined in the Restructuring Agreement and not otherwise defined herein being used herein as therein defined);

WHEREAS, pursuant to the Restructuring Agreement, Transferor agreed to distribute to Transferee all its liabilities and assets, excluding its interest in Allied Signal Automotive Ltda., a Brazil corporation ("ASAL"), but including, without limitation, all the intellectual property it owns and its licenses thereof, to the extent that the transfer of any such intellectual property or license is not prohibited, the HII/HIPI Note, the HAPI/HIPI Note and HII treasury shares (the "Transferred Assets").

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in accordance with the terms of the Restructuring Agreement, Transferor and Transferee agree as follows:

1. (a) Transferor does hereby distribute, transfer, assign and deliver to Transferee all of the right, title and interest of Transferor in, to and under the Transferred Assets; *provided* that no distribution, transfer, assignment or delivery shall be made of any or any material portion of any Transferred Asset if an attempted distribution, assignment, transfer or delivery, without the consent of a third party, would constitute a breach or other contravention thereof or in any way adversely affect the rights of Transferee or Transferor.
- (b) Transferee does hereby accept all the right, title and interest of Transferor in, to and under all of the Transferred Assets (except as aforesaid) and Transferee assumes and agrees to pay, perform and discharge promptly and fully when due all of the liabilities of Transferor and to perform all of the obligations of Transferor to be performed under the Transferred Assets.

2. This Agreement shall be governed by and construed in accordance with the law of the State of New York without regard to the conflicts of law rules of such state.
3. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

HONEYWELL INTELLECTUAL
PROPERTIES INC.

By: 

Loria Yeadon
Chief Executive Officer

HONEYWELL INTERNATIONAL INC.

By: 

Thomas F. Larkins
Vice President, Deputy General
Counsel and Corporate Secretary