

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Honeywell Intellectual Properties Inc.		12/30/2007	CORPORATION: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Honeywell International Inc.		
<b>Street Address:</b>	101 Columbia Road		
<b>City:</b>	Morristown		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07962		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1410235	HONEYWELL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(973)455-5904		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(973) 455-5686		
<b>Email:</b>	trademarks@honeywell.com		
<b>Correspondent Name:</b>	Honeywell International Inc.		
<b>Address Line 1:</b>	101 Columbia Road		
<b>Address Line 4:</b>	Morristown, NEW JERSEY 07962		
<b>ATTORNEY DOCKET NUMBER:</b>	5100		
<b>NAME OF SUBMITTER:</b>	Susan Giniger		
<b>Signature:</b>	/susan.giniger/		
<b>Date:</b>	11/10/2008		

CH \$40.00 1410235

Total Attachments: 2

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## 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