

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	06/09/2008		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Honeywell International Inc.		06/09/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BE Aerospace, Inc.		
Street Address:	1400 Corporate Center Way		
City:	Wellington		
State/Country:	FLORIDA		
Postal Code:	33414		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2351855	DIRECTSTOCK	
Registration Number:	3238089	FUTURECAST	
CORRESPONDENCE DATA			
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TRADEMARK
REEL: 004016 FRAME: 0584

Signature:	/melissasdillenbeck-nmc/
Date:	07/02/2009
<p>Total Attachments: 12</p> <p>source=BE-HONEYWELL--agreement--Document#page1.tif source=BE-HONEYWELL--agreement--Document#page2.tif source=BE-HONEYWELL--agreement--Document#page3.tif source=BE-HONEYWELL--agreement--Document#page4.tif source=BE-HONEYWELL--agreement--Document#page5.tif source=BE-HONEYWELL--agreement--Document#page6.tif source=BE-HONEYWELL--agreement--Document#page7.tif source=BE-HONEYWELL--agreement--Document#page8.tif source=BE-HONEYWELL--agreement--Document#page9.tif source=BE-HONEYWELL--agreement--Document#page10.tif source=BE-HONEYWELL--agreement--Document#page11.tif source=BE-HONEYWELL--agreement--Document#page12.tif</p>	

EXECUTION VERSION

STOCK AND ASSET PURCHASE AGREEMENT

BY AND BETWEEN

B/E AEROSPACE, INC.

AND

HONEYWELL INTERNATIONAL INC.

June 9, 2008

A/72492955.18

TRADEMARK
REEL: 004016 FRAME: 0586

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STOCK AND ASSET PURCHASE AGREEMENT

THIS STOCK AND ASSET PURCHASE AGREEMENT (this "Agreement") is made this 9th day of June 2008, by and between B/E Aerospace, Inc., a Delaware corporation ("Purchaser"), on behalf of itself and the entities listed on Schedule A1 and Honeywell International Inc., a Delaware corporation ("Honeywell"), on behalf of itself and the entities listed on Schedule A2 (Honeywell and each such entity is referred to herein individually as a "Seller" and collectively as "Sellers").

WHEREAS, Sellers and the Transferred Entities (as defined below) are engaged through Honeywell's "Consumables Solutions" division in the Business (as defined below).

WHEREAS, Sellers conduct the Business through the entities listed on Schedule B (the "Transferred Entities") and through the use of certain assets held directly by Sellers.

WHEREAS, upon the terms and subject to the conditions contained in this Agreement, Purchaser desires to acquire from Sellers, and Sellers desire to sell and assign to Purchaser, all of Sellers' ownership interest in the Transferred Entities.

WHEREAS, upon the terms and subject to the conditions contained in this Agreement, Purchaser desires to acquire from Sellers the Purchased Assets and assume the Assumed Liabilities, and Sellers desire to sell and assign to Purchaser the Purchased Assets and Assumed Liabilities.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

1.1 Transactional Overview; Purchase and Sale of Assets.

(a) France - Share Transfer. ~~France - Share Transfer.~~ Sellers' ownership interest in Honeywell Consumables Solutions S.A.S., a French company ("HCS France"), will be transferred to M&M Aerospace Hardware SARL, a French company, or its assignee, another French company ("M&M France") pursuant to the sale by Honeywell Holding France SAS, a wholly owned subsidiary of Honeywell, of its Equity Interests in HCS France to M&M France in accordance with the other Sections of this Agreement.

(b) Germany - Share Transfer. Sellers' ownership interest in Honeywell Consumables Solutions GmbH, a German company ("HCS Germany"), will be transferred to M&M Aerospace Hardware GmbH, a German company, or its assignee, another German company ("M&M Germany") pursuant to the sale by Honeywell Deutschland GmbH, an indirectly wholly owned subsidiary of Honeywell, of its Equity Interests in HCS Germany to M&M Germany in accordance with the other Sections of this Agreement.

(j) The applicable Seller has wholly owned, directly or indirectly, each Transferred Entity for at least seven (7) years. None of the Transferred Entities has any liability for any Taxes of any Person (except for Affiliates of Seller) as a result of being a member of a consolidated, combined, unitary or affiliated group that includes any other Person or otherwise joining in a fiscal unity, or by reason of transferee or successor liability, whether imposed by Law, contractual arrangement or otherwise.

(k) None of Sellers that is not a United States person within the meaning of Section 7701(a)(30) of the Code is transferring under this Agreement any United States real property interest within the meaning of Sections 897 and 1445 of the Code. None of the Transferred Entities is or has been a passive foreign investment company within the meaning of Section 1296 of the Code.

(l) All documents (other than those which have ceased to have any legal effect) (A) to which any Seller is a party, (B) which relate to the UK Business, (C) in the enforcement of which the Purchaser may be interested and (D) which are required to be stamped or adjudicated in order to be enforceable, have been duly stamped and adjudicated (as the case may be).

(m) None of the Purchased Assets related to the UK Business is a capital item, the input tax on which could be subject to adjustment in accordance with the provisions of Part XV of the UK Value Added Tax Regulations 1995.

(n) Honeywell UK is registered for VAT under VAT No. 452876421.

(o) Honeywell UK has not operated, and has not agreed with any United Kingdom Taxing Authority to operate, any special arrangement (being an arrangement which is not based on relevant legislation or published practice) with respect to Tax relating to the UK Business.

(p) All Purchased Assets located in the United Kingdom will be sold or otherwise transferred by Honeywell UK, none of such assets will be sold by Honeywell and the Purchased Assets of Honeywell UK are less than substantially all of its assets.

3.8 Intellectual Property.

(a) Section 3.8(a) of the Disclosure Schedule sets forth a true and complete list of the Registered Transferred Intellectual Property. The Registered Transferred Intellectual Property includes all Registered Intellectual Property owned by Sellers and used primarily in the operation of the Business as currently conducted and the Registered Transferred Intellectual Property has not been adjudged invalid or unenforceable.

(b) Sellers own or have rights by a license or sublicense to use all Transferred Intellectual Property subject only to the terms of the license agreements set forth in Section 3.8(b) of the Disclosure Schedule. The Transferred Intellectual Property owned by Sellers is free of any Encumbrances except for Encumbrances that would not result, in the aggregate, in material Liability to the Business or Permitted Encumbrances.

(c) As of the date hereof, to the Knowledge of Honeywell, the conduct of the Business does not infringe or otherwise misappropriate the Intellectual Property of any third Person. As of the date hereof, there are no actions, suits or proceedings pending against Sellers alleging that the conduct of the Business infringes or otherwise misappropriates Intellectual Property of any third Person and, to the Knowledge of Honeywell, no such actions, suits or proceedings are threatened.

(d) Sellers own all right, title and interest to or have a license to use and access all material IT Assets. The IT Assets, in all material respects, operate and perform in accordance with their documentation and functional specifications. The IT Assets that are material to the operation of the Business have not materially malfunctioned or failed within the past three (3) years and, to Honeywell's Knowledge, do not contain any viruses, worms, trojan horses, bugs, faults or other devices, errors, contaminants or effects that materially disrupt or materially and adversely affect the functionality of any IT Assets or other Software or systems (other than periodic down-time experienced by the Business in the ordinary course and ordinary course delays incurred in the implementation of new Software functionality and/or additional memory installation and upgrades).

(e) To the Knowledge of Honeywell no third Person is infringing any Registered Transferred Intellectual Property in any material respect.

(f) For purposes of this Agreement, "Intellectual Property" means all (i) U.S. and foreign patents and applications therefor and all provisional applications, divisionals, reissues, re-examinations, extensions, continuations and continuations-in-part thereof ("Patents"), (ii) U.S. and foreign trademarks, trade dress, service marks, trade names, domain names, whether registered or unregistered, and pending applications to register the same, including all renewals thereof and all goodwill associated therewith ("Trademarks"), (iii) U.S. and foreign copyright, whether registered or unregistered, and pending applications to register the same, renewals and extensions in connection any such registrations, together with all translations thereof ("Copyrights"), (iv) know-how, (v) trade secrets, and (vi) mask works, utility and industrial models and applications therefor.

3.9 Legal Proceedings. As of the date hereof, there are no actions, suits, investigations or proceedings pending against or, to the Knowledge of Honeywell, threatened against, any Seller relating to the Business, any Transferred Entity or any of the Purchased Assets by or before any Governmental Authority that are reasonably likely to result in monetary damages in excess of \$500,000 or which seek equitable relief by or against any Seller relating to the Business, any Transferred Entity or any of the Purchased Assets. Since December 31, 2005 to the date hereof, no Seller (as it relates to the Business), any Transferred Entity or any of the Purchased Assets have been subject to any material Governmental Order, and to the Knowledge of Honeywell, there are no such material Governmental Orders threatened to be imposed. Since December 31, 2005 to the date hereof, there have been no formal or informal material governmental inquiries or investigations or internal material investigations or whistle-blower complaints pending or, to the Knowledge of Honeywell, threatened relating to, affecting or involving the Business or which could affect the legality, validity or enforceability of this Agreement, any other Transaction Document or the consummation of the transactions contemplated hereby and thereby. This representation and warranty does not apply to

environmental matters, which are the subject of Section 3.11, or Intellectual Property matters, which are the subject of Section 3.8.

3.10 Compliance with Laws; Permits.

(a) Since December 31, 2005, the Business has been conducted and continues to be conducted in compliance in all material respects with all Laws and Governmental Orders applicable to the Business, any Seller (as it relates to the Business), any Transferred Entity or any of the Purchased Assets, and no Seller or any Transferred Entity has received to the Knowledge of Honeywell, any written notice of any material violation or alleged material violation of any such Law or Governmental Order.

(b) Without limiting the generality of Section 3.10(a), all exports and "deemed exports" for the Business have been made in all material respects in accordance with U.S. export controls rules (including the Export Administration Regulations and the International Traffic in Arms Regulations), and, to the Knowledge of Honeywell, no investigation has been initiated by any Governmental Authority that is currently pending or threatened in connection with any export transaction or relating to any audit, examination or investigation of any export activities of the Business except as would not result, in the aggregate, in material Liability to the Business or would result in any suspension of any activities of the Business that would be material to the Business. The Business is not subject to any Governmental Order, nor to the Knowledge of Honeywell is any Governmental Order threatened, that would bar it from exporting or otherwise limit its exporting activities as currently conducted, and there is no unresolved investigation or unpaid fine or penalty assessed by any Governmental Authority arising out of or related to the export transactions of the Business except as would not result, in the aggregate, in material Liability to the Business or would result in any suspension of any activities of the Business that would be material to the Business.


(c) Without limiting the generality of Section 3.10(a), no Seller, Transferred Entity or, to the Knowledge of Honeywell, any of their respective directors, officers, agents, representatives or employees (in their capacity as directors, officers, agents, representatives or employees) has, with respect to the Business: (i) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity in respect of the Business; (ii) directly or indirectly, paid or delivered any fee, commission or other sum of money or item of property, however characterized, to any finder, agent, or other party acting on behalf of or under the auspices of a governmental official or Governmental Authority, in the United States or any other country, which is in any manner illegal under any Law of the United States or any other country having jurisdiction; or (iii) made any payment to any customer or supplier of the Seller or any officer, director, partner, employee or agent of any such customer or supplier for an unlawful reciprocal practice, or made any other unlawful payment or given any other unlawful consideration to any such customer or supplier or any such officer, director, partner, employee or agent, in respect of the Business, except as would not result, in the aggregate, in material Liability to the Business.

(d) Sellers and the Transferred Entities have all material Permits that are necessary to the conduct the Business as presently being conducted. Sellers and the Transferred Entities are in compliance with, and for the past three years have been in compliance with, all

IN WITNESS WHEREOF, the parties hereto have caused this Stock and Asset Purchase Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

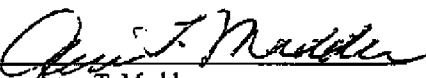
PURCHASER:

BE AEROSPACE, INC.

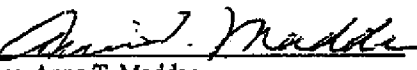
By: 
Name: Amin J. Khoury
Title: Chairman of the Board
and Chief Executive Officer

SELLERS:

HONEYWELL INTERNATIONAL INC.

By: 
Name: Anne T. Madden
Title: Vice President, Corporate Development and
Global Head of M&A

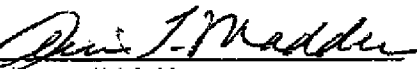
HONEYWELL UK LIMITED

By: 
Name: Anne T. Madden
Title: Authorized Signatory

HONEYWELL HOLDING FRANCE SAS

By: 
Name: Anne T. Madden
Title: Authorized Signatory

HONEYWELL DEUTSCHLAND GMBH

By: 
Name: Anne T. Madden
Title: Authorized Signatory

[Signature Page to the Stock and Asset Purchase Agreement]

SECTION 3.8
INTELLECTUAL PROPERTY

- a. Registered Transferred Intellectual Property
1. Registered Website Domain Name: hpgparts.com
 2. Registered Website Domain Name: hgydirectstock.com
 3. Registered US and Foreign Patents and Registered US Trademarks / Applications: see tables below.

US and Foreign Patents / Patent Applications:

TITLE	DOCKET #	COUNTRY	APPLICATION #	FILING DATE	PRODUCT	STATUS	INVENTORS
System and Method for Onboard Supply Management	H0006236	US	10836889 (US Pub. 2005/0267822)	05/27/2004	Synphony software	Pending	Christopher J. Mead
		PCT	PCT/US03/18943	05/27/2005		Inactive / Abandoned	

Registered Trademarks / Applications:

Mark Name	Country	Class Number	Goods/Services	Docket Number	Registration Number	Registration Date	Application Number	Application Date	Renewal Date	Status
DIRECTSTOCK	United States	35	Product supply and inventory management services for aircraft parts	H005201	2351855	5/23/2000	75/1747617	7/6/1999	5/23/2010	Registered
FUTURECAST	China P.R.	37	Aircraft maintenance services; provision of information with respect to repair and replacement of aerospace hardware	H019191			4508161	2/17/2005		Filed
FUTURECAST	Community Trademark	37	Aircraft maintenance services; provision of information	H019190	4286712	3/14/2006	4286712	2/14/2005	2/28/2015	Registered

Mark Name	Country	Class Number	Goods/Services	Docket Number	Registration Number	Registration Date	Application Number	Application Date	Next Renewal Date	Status
FUTURECAST	India	37	Aircraft maintenance services; provision of information with respect to consumption of aerospace hardware	H019194	1339169	1/22/2008	1339169	2/17/2005	2/17/2025	Registered
FUTURECAST	Japan	37	Aircraft maintenance services; provision of information with respect to consumption of aerospace hardware	H019192	4917954	12/22/2005	11625/2005	2/14/2005	12/22/2015	Registered
FUTURECAST	Singapore	37	Aircraft maintenance services; provision of information with respect to consumption of aerospace hardware	H019193	T05/01906E	2/14/2005	T05/01906E	2/14/2005	2/14/2015	Registered
FUTURECAST	United States	38	Aircraft maintenance	H019171	3238089	5/1/2007	78/545610	1/11/2005	5/1/2017	Registered
FUTURECAST	Vietnam	37	Aircraft maintenance services; provision of information with respect to repair and replacement of	H019195	73959	7/28/2006	4-2005-01569	2/14/2005	2/14/2015	Registered

A/72557928.3

Mark Name	Country	Class Number	Goods/Services	Docket Number	Registration Number	Registration Date	Application Number	Application Date	Next Renewal Date	Status
			aerospace hardware							