

TO:ASHOK BHIDE COMPANY:100 DISCOVERY WAY

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

12/04/2009

900149183

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the NATURE OF CONVEYANCE previously recorded on Reel 004103 Frame 0248. Assignor(s) hereby confirms the ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HONEYWELL INTERNATIONAL INC		10/13/2009	CORPORATION:
RECEIVING PARTY DATA			
Name:	WINTRISS CONTROLS GROUP, LLC		
Street Address:	100 DISCOVERY WAY		
City:	ACTON		
State/Country:	MASSACHUSETTS		
Postal Code:	01720		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	920173	DETECTALITE	
Registration Number:	1535118	DIPRO	
Registration Number:	1534094	PROCAM	
Registration Number:	2406801	PROPAC	
Registration Number:	2551927	RAMPAC	
Registration Number:	1373572	SHADOW	
Registration Number:	1458028	WINTRISS	
Serial Number:	77549582	AUTOSET	
CORRESPONDENCE DATA			
Fax Number:	(978)263-2048		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	9787951916		

OP \$215.00 920173

TO:ASHOK BHIDE COMPANY:100 DISCOVERY WAY

Email: ASHOK.BHIDE@HONEYWELL.COM  
Correspondent Name: Ashok Bhide  
Address Line 1: 100 DISCOVERY WAY  
Address Line 4: ACTON, MASSACHUSETTS 01720

NAME OF SUBMITTER:

ASHOK BHIDE

Signature:

/ASHOK BHIDE/

Date:

12/04/2009

Total Attachments: 48

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**TRADEMARK ASSIGNMENT**

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Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Honeywell International Inc.		10/13/2009	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wintriss Controls Group, LLC		
<b>Street Address:</b>	100 Discovery Way		
<b>City:</b>	Acton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01720		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	920173	DETECTALITE	
<b>Registration Number:</b>	1535118	DIPRO	
<b>Registration Number:</b>	1534094	PROCAM	
<b>Registration Number:</b>	2406801	PROPAC	
<b>Registration Number:</b>	2551927	RAMPAC	
<b>Registration Number:</b>	1373572	SHADOW	
<b>Registration Number:</b>	1458028	WINTRISS	
<b>Serial Number:</b>	77549582	AUTOSET	
<b>CORRESPONDENCE DATA</b>			

**Fax Number:** (978)263-2048*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.***Phone:** 9787951916**Email:** ashok.bhide@honeywell.com**Correspondent Name:** Ashok Bhide**Address Line 1:** 100 Discovery Way**Address Line 4:** Acton, MASSACHUSETTS 01720

<b>NAME OF SUBMITTER:</b>	Ashok Bhide
<b>Signature:</b>	/ashok bhide/
<b>Date:</b>	11/09/2009

**Total Attachments: 48**

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**RECEIPT INFORMATION**

**ETAS ID:** TM156867  
**Receipt Date:** 11/09/2009  
**Fee Amount:** \$215

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**PROJECT STAMP**  
**SALE OF WINTRISS CONTROLS GROUP BY**  
**HONEYWELL INTERNATIONAL INC. TO**  
**WINTRISS CONTROLS GROUP, LLC**

**OCTOBER 13, 2009**

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d. Joe Grobarz	
e. Ashok Bhide	
f. Kathleen O'Driscoll	
g. Dick Labelle	
h. Ryan Wagley	
i. Jennifer Sosnow	
j. Dawn Whelpley	
k. John Prosen	
l. Bryan Anderson	

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EXECUTION COPY

**ASSET PURCHASE AGREEMENT**  
**BY AND BETWEEN**  
**WINTRISS CONTROLS GROUP, LLC**  
**AND**  
**HONEYWELL INTERNATIONAL INC.**

October 1, 2009

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<b>Schedule I</b>	<b>Assigned Intellectual Property</b>
<b>Schedule II</b>	<b>Certain Retained Assets</b>
<b>Schedule III</b>	<b>Certain Retained Contracts</b>

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made this October 1, 2009, by and between Wintriss Controls Group, LLC, a Delaware limited liability company ("Purchaser"), and Honeywell International Inc., a Delaware corporation ("Honeywell" or "Seller").

WHEREAS, upon the terms and subject to the conditions contained in this Agreement, Purchaser desires to acquire from Honeywell the Purchased Assets and assume the Assumed Liabilities, and Honeywell desires 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 Purchase and Sale of Assets.

(a) Subject to the terms and conditions of this Agreement, at the Closing (as defined below), in exchange for a payment by Purchaser to Honeywell of the Purchase Price and Purchaser's assumption of the Assumed Liabilities, Honeywell shall sell, assign, transfer, convey and deliver, or cause to be sold, assigned, transferred, conveyed and delivered, to Purchaser all of Honeywell's and its Affiliates' right, title and interest in and under all assets of every kind and description exclusively used or held for use by Honeywell and its Affiliates in the Business as of the Closing Date, including the Assigned Intellectual Property set forth on Schedule I and accounts receivable of the Business, but excluding the Retained Assets (collectively, the "Purchased Assets").

(b) Anything in this Agreement to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any Purchased Asset or any right thereunder if an attempted assignment, without the consent of a third party, would constitute a breach or in any way adversely affect the rights of Purchaser or Seller thereunder. If such consent is not obtained, Seller and Purchaser will cooperate in a mutually agreeable arrangement under which Purchaser would obtain the benefits and assume the obligations thereunder in accordance with this Agreement.

1.2 Retained Assets. The "Retained Assets" shall consist of all of Honeywell's and its Subsidiaries' rights, title and interest in all assets of every kind and

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description not used or held for use exclusively in the Business, including but not limited to, the following:

(a) all cash on hand in Seller's bank and lock box accounts, plus all marketable securities owned by Seller, in each case as of the close of business on the Closing Date (the "Cash Equivalents");

(b) all checkbooks, canceled checks and bank accounts;

(c) all accounts and Contracts (excluding ordinary course arms' length trade payables and receivables) between Honeywell, on the one hand, and any Subsidiary, on the other hand;

(d) all Contracts and Permits which are not legally transferable;

(e) all rights in and benefits arising from claims and litigation that relate to Retained Assets or Retained Liabilities;

(f) all rights of Honeywell and its Affiliates under this Agreement and Seller's corporate charter or formation documents, minute and stock record books, and corporate seal and tax returns.

(g) all insurance policies and rights thereunder, including any insurance proceeds covering any portion of any Retained Liabilities;

(h) any rights of Honeywell or its Affiliates to reimbursements, indemnification, hold-harmless or similar rights relating to (i) the acquisition or conduct by Honeywell of the Business or (ii) any Retained Liabilities;

(i) all Intellectual Property other than the Assigned Intellectual Property;

(j) the Retained Contracts;

(k) all refunds or credits for Taxes arising out of the Business for all Tax periods or portions thereof ending on or prior to the Closing Date;

(l) the assets set forth in Schedule II hereto; and

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(m) the assets related to Retained Liabilities arising from any Plan which is retained by the Seller (the "Seller Retained Plans").

**1.3 Agreement to Assume.** At the Closing, Purchaser shall assume and agree to discharge and perform when due the following Liabilities and obligations of Seller related to the Purchased Assets and the Business (collectively, the "Assumed Liabilities"):

(a) all Liabilities relating to, associated with or arising from the ownership, possession, use, operation or sale or other disposition after the Closing Date of any of the Purchased Assets or the Business;

(b) all accounts payable of the Business, except to the extent exceeding \$500,000;

(c) employee vacation Liabilities related to the Employees and all other Liabilities specifically assumed pursuant to Section 5.6; and

(d) all Liabilities of Seller as of the Closing Date for performance after the Closing Date under any Contract included within the Purchased Assets.

**1.4 Retained Liabilities.** Except for the Assumed Liabilities, all other Liabilities and obligations of Seller and its Affiliates (collectively, the "Retained Liabilities") shall be retained by Seller and its Affiliates and shall not be assumed or discharged by Purchaser. By way of example and not limitation, the Retained Liabilities shall include the following:

(a) all Liabilities for Taxes arising out of the Business (excluding Transfer Taxes which are covered in Section 5.5) for all Tax periods or portions thereof ending on or prior to the Closing Date;

(b) all Liabilities incurred exclusively in connection with the Retained Assets;

(c) all Liabilities relating to Indebtedness; and

(d) all Liabilities arising in connection with or relating to any Plan (as defined in Section 3.7 of this Agreement).

**1.5 Purchase Price.** The purchase price to be paid for the Purchased Assets acquired by Purchaser pursuant to this Agreement shall be \$400,000 dollars in cash (the "Initial Purchase Price"), plus the amounts payable to Honeywell in accordance with the Note (the "Purchase Price"). One-half of the Initial Purchase Price (equaling \$200,000) shall be paid by

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Purchaser to Honeywell, on the date hereof immediately after execution and delivery of this Agreement, in cash immediately available funds by wire transfer to the account previously designated by Honeywell to Purchaser, which amount shall constitute a non-refundable deposit in respect of payment for the Business (the "Deposit"). At the Closing, Purchaser shall (i) deliver the Initial Purchase Price, less the Deposit, to Honeywell by wire transfer of immediately available funds pursuant to the wire transfer instructions provided by Honeywell no later than three (3) days prior to the Closing Date and (ii) assume the Assumed Liabilities.

## ARTICLE II CLOSING; CLOSING DELIVERIES

**2.1 Closing Date.** The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at 10:00 a.m., local time, at the offices of Honeywell, on October 13, 2009, or at such other place and time as the parties may agree. The date on which the Closing occurs is referred to herein as the "Closing Date". For purposes of this Agreement, the Closing shall be effective as of 11:59 on the Closing Date.

**2.2 Closing Deliveries.** At the Closing, (a) Purchaser shall deliver to Honeywell (i) the Initial Purchase Price pursuant to Section 1.5, (ii) the Assignment and Assumption Agreement, duly executed and delivered by Purchaser, (iii) the Intellectual Property Assignment Agreement, duly executed and delivered by Purchaser, (iv) the Transition Services Agreement, duly executed and delivered by Purchaser, (v) the Intellectual Property License Agreement, duly executed and delivered by Purchaser (vi) the Supply Agreement, duly executed and delivered by Purchaser, and (vii) the Note, duly executed and delivered by Purchaser, and (b) Honeywell shall deliver to Purchaser or cause to be delivered to Purchaser (i) such bills of sale, certificates of title and other instruments of transfer as are necessary to transfer the Purchased Assets, (ii) the Assignment and Assumption Agreement, duly executed and delivered by Honeywell, (iii) the Intellectual Property Assignment Agreement, duly executed and delivered by Honeywell, (iv) the Transition Services Agreement, duly executed and delivered by Honeywell, (v) the Intellectual Property License Agreement, duly executed and delivered by Honeywell, and (vi) the Supply Agreement, duly executed and delivered by Honeywell.

**2.3 Allocation of Purchase Price.** The Purchase Price (which for this purpose shall include those Assumed Liabilities that constitute liabilities for federal income tax purposes) shall be allocated among the Purchased Assets in the manner required by section 1060 of the Code as shown on an allocation schedule to be prepared by Purchaser as soon as practicable after the Closing Date. Purchaser shall provide Seller with such allocation schedule and Purchaser shall make such revisions or changes to such schedule as shall be reasonably requested by Seller and approved by Purchaser, each acting in good faith. In the event Purchaser and Seller are unable to agree on the allocation of the Purchase Price in such manner, then each shall be free to do its own allocation of the Purchase Price. In the event Purchaser and Seller do agree on the allocation of the Purchase Price, then such allocation shall be binding on them for federal, state, local and other tax reporting purposes, including filings on Internal Revenue Service Form 8594, and that neither of them will assert or maintain a position inconsistent with the foregoing.

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### **ARTICLE III REPRESENTATIONS AND WARRANTIES OF HONEYWELL**

Honeywell hereby represents and warrants to Purchaser that, as of the date hereof, and except as set forth on the disclosure schedule delivered by Honeywell to Purchaser concurrently herewith (the "Disclosure Schedule") (it being understood that any matter set forth in the Disclosure Schedule shall be deemed disclosed with respect to all sections of this Article III to which such matter would reasonably be expected to be relevant, whether or not a specific cross reference appears):

**3.1 Corporate Status.** Honeywell is duly organized, validly existing and in good standing under the laws of the State of Delaware and (a) has all requisite power and authority to carry on its business as it is now being conducted, and (b) is duly qualified or otherwise authorized to do business and is in good standing in each of the jurisdictions in which the ownership, operation or leasing of its properties and assets and the conduct of its business requires it to be so qualified or otherwise authorized, except where the failure to be so qualified or otherwise authorized would not have a Business Material Adverse Effect.

**3.2 Authority.** Honeywell has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, the Transition Services Agreement, the Intellectual Property License Agreement, the Supply Agreement and the Note and the other documents and agreements contemplated hereby and thereby (collectively, the "Transaction Documents") and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Honeywell of the Transaction Documents and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action on the part of Honeywell, and no other corporate proceedings on the part of Honeywell are necessary to authorize the execution, delivery and performance by Honeywell of this Agreement or to consummate the transactions contemplated hereby or thereby. This Agreement has been duly executed and delivered by Honeywell, and, assuming due authorization and delivery by Purchaser, this Agreement constitutes a valid and binding obligation of Honeywell enforceable against Honeywell in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to or affecting creditors' rights generally or by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

**3.3 No Conflict; Government Authorizations.**

(a) The execution and delivery of this Agreement and the other Transaction Documents does not, and the consummation of the transactions contemplated hereby and thereby will not (with or without notice or lapse of time, or both), conflict with, or result in any violation of or default under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a benefit under, or result in the creation of any Encumbrance (except for Permitted Encumbrances) upon any of the Purchased Assets under, any provision of (i) any Material Contract by which the Purchased Assets are bound or (ii) any



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Permit, Governmental Order or, subject to the matters described in Section 3.3(b), Law applicable to the Purchased Assets, other than, in the case of clauses (i) and (ii) above, any such conflicts, violations, defaults, rights or Encumbrances that would not result in a material Liability.

(b) No consent of, or registration, declaration, notice or filing with, any Governmental Authority is required to be obtained or made by Honeywell in connection with the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby, other than those that, if not made or obtained, individually or in the aggregate, would not have a Business Material Adverse Effect.

### 3.4 Intellectual Property.

(a) To the knowledge of Honeywell, Section 3.4 of the Disclosure Schedule sets forth a true and complete list (in all material respects) of all applications and registrations in connection with the Assigned Intellectual Property.

(b) To the knowledge of Honeywell, Honeywell owns or has valid rights by license, sublicense, consent or otherwise to use all material Intellectual Property that is currently used in the conduct of the Business and, to the knowledge of Honeywell, has all requisite rights to freely license, convey, transfer and sublicense the Assigned Intellectual Property to Purchaser.

(c) To the knowledge of Honeywell, except as otherwise disclosed in this Agreement or the Disclosure Schedule, the Assigned Intellectual Property is free of any Encumbrances except for Encumbrances that would not have a Business Material Adverse Effect.

(d) To the Knowledge of Honeywell, the conduct of the Business does not infringe or otherwise misappropriate the valid and enforceable Intellectual Property of any third Person, except where such infringement or misappropriation would not have a Business Material Adverse Effect.

(e) 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, (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, (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, (iv) know-how, (v) trade secrets, and (vi) mask works, utility and industrial models and applications therefor.

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**3.5 Legal Proceedings.** Except as set forth in Section 3.5 of the Disclosure Schedule, there are no material claims, actions, suits, investigations or proceedings pending against or, to the Knowledge of Honeywell, threatened against Honeywell (but in each case, only with respect to the Business) or any of the Purchased Assets by or before any Governmental Authority. Since December 31, 2006, neither Honeywell (but only as it relates to the Business) nor any of the Purchased Assets have been subject to any material Governmental Order, and to the Knowledge of Honeywell, there are no such Governmental Orders threatened to be imposed. Notwithstanding the foregoing, the representations and warranties contained in this Section 3.5 do not apply to Intellectual Property, employee matters and Plans, which subject matters are covered in their entirety and exclusively under Sections 3.4, and 3.7 respectively.

**3.6 Compliance with Laws; Permits.**

(a) Since December 31, 2006, the Business has been conducted in compliance in all material respects with all applicable Laws.

(b) Honeywell has all Permits that are necessary to the conduct in all material respects of the Business as presently being conducted. All material Permits are in full force and effect. To the Knowledge of Honeywell, the Business is not being conducted in material violation or material default of such Permits, and Honeywell has not received any written notification from any Governmental Authority threatening to revoke, suspend or adversely affect the validity or scope of any material Permit.

(c) Notwithstanding the foregoing, the representations and warranties contained in this Section 3.6 do not apply to employee matters and Plans which subject matters are covered in their entirety and exclusively under Section 3.7.

**3.7 Employee Matters and Benefit Plans.**

(a) Each material employment, deferred compensation, stock option, stock purchase, stock appreciation right, equity-based compensation, incentive, bonus, tuition reimbursement, pension, savings, profit-sharing, retirement, medical, vacation, retiree medical, dental, life, disability, death benefit, group insurance, severance pay plan, other material agreement (including any severance, change in Control or similar agreement with any Employee) or fringe benefit plan or arrangement, whether maintained or sponsored by Honeywell that affects or covers any employee listed on Schedule 5.6 (including, "employee benefit plans" within the meaning of Sections 3(1), 3(2) and 3(3) of ERISA) (each a "Plan" and collectively, the "Plans"), has been listed on Section 3.7 of the Disclosure Schedule. To the Knowledge of Honeywell, true and complete copies of the following have been Made Available to Purchaser:

- (i) the most recent copy of the Plans, including any trust instruments and all amendments thereto,
- (ii) the most recent annual reports filed on Form 5500, including all required schedules for each

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Plan required to file an annual report, and (iii) the most recent summary plan description and any summary of material modifications, as required, for each Plan.

(b) Neither Honeywell nor any Affiliate has incurred any liability which reasonably could be expected to subject the Purchaser or its Subsidiaries to any liability or obligation: (i) under Code Section 412 or Title IV of ERISA with respect to any "single employer plan" (as defined in ERISA Section 4001(a)(15)); or (ii) under Title IV of ERISA with respect to any "multi-employer plan" (as defined in Section 4001(a)(3) of ERISA).

(c) Except as otherwise provided on Section 3.7(c) of the Disclosure Schedule, neither Honeywell nor any Affiliate has incurred any liability which reasonably could be expected to subject the Purchaser or its Subsidiaries to any liability or obligation to provide continuing benefits or coverage under any welfare plan (as defined in Section 3(1) of ERISA) for any participant or any beneficiary of a participant after such participant's termination of employment, except as may be required by Code section 4980B or Section 601 (et seq.) of ERISA ("COBRA"), or under any applicable state law.

(d) Each Plan complies in all material respects with the applicable requirements of ERISA, the Code and any other applicable law governing such Plan and in accordance with its terms and the terms of any applicable collective bargaining agreement to the extent consistent with all such requirements of law. No lawsuits, claims or complaints to, or audits to, or by, any Person or Governmental Authority have been filed or are pending under any Plan which reasonably could be expected to subject the Purchaser or its Subsidiaries to any liability or obligation.

(e) This Section 3.7 contains the exclusive representations and warranties of Honeywell with respect to the Plans.

### 3.8 Material Contracts.

(a) Except as set forth in Section 3.8 of the Disclosure Schedule, as of the date hereof, there are no Contracts included in the Purchased Assets (i) containing covenants on the part of Honeywell not to compete in any line of business, industry or geographical area that is material to the Business; (ii) which expressly creates a partnership or joint venture or similar arrangement that is material to the operation of the Business; (iii) for the sale of any material assets of the Business after the date hereof (other than in the ordinary course of business consistent with past practice); (iv) which is a collective bargaining agreement, employee association agreement or other agreement with any labor union, employee representative group, works council or similar collection of employees; (v) with any Affiliate or Subsidiary of Honeywell, that involve annual payments exceeding more than \$10,000 (other than ordinary course trade payables and trade receivables negotiated on an arms' length basis); (vi) relating to the lease of any real or personal property requiring annual payments in excess of \$50,000; (vii) under which the Business has made payments in excess of \$100,000 in the last fiscal year or

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anticipate making payments in excess of \$100,000 in the current fiscal year (other than purchase orders or invoices entered into in the ordinary course of business and ordinary course trade payables and trade receivables negotiated on an arms' length basis); (viii) under which the Business received payments in excess of \$100,000 in the last fiscal year or anticipates receiving payments in excess of \$100,000 in the current fiscal year (other than sales orders or invoices entered into in the ordinary course of business); or (ix) involving any Key Customers or Key Suppliers; but excluding any Contract which, by its terms, may be cancelled without penalty or payment upon less than 30 days' notice. Each such contract described in clauses (i)-(ix) is referred to herein as a "Material Contract".

(b) (i) Honeywell is not in material breach of or default under any Material Contract, (ii) Honeywell has not received any written notice or claim of material default under any Material Contract or any written notice of an intention to terminate, not renew or challenge the validity or enforceability of any Material Contract, (iii) to the Knowledge of Honeywell, no event has occurred that, with or without notice or lapse of time or both, would result in a material breach or default under any Material Contract and (iv) each of the Material Contracts is in full force and effect, and is the valid, binding and enforceable obligation of Honeywell, and to the Knowledge of Honeywell, of the other parties thereto. Honeywell has Made Available to Purchaser true and complete copies of each Material Contract, including all material amendments thereto.

**3.9 Properties.** Honeywell has exclusive ownership of, or a valid leasehold interest in, all machinery, equipment, furniture and other tangible assets used in the ordinary course of its business and operations ("Tangible Property"), free and clear of any mortgage, lien, pledge, security interest or similar charges ("Encumbrances"), other than Permitted Encumbrances. Except as disclosed in Section 3.9 of the Disclosure Schedule, all inventory and equipment included in the purchased Assets is located at the portion of 100 Discovery Way, Acton, Massachusetts, occupied by the Business (the "Business Site"). The Business has no ownership, leasehold or other legal in any real property.

**3.10 Sufficiency of Assets.** Except as set forth in Section 3.10 of the Disclosure Schedule and assets and services to be made available pursuant to the Transition Services Agreement or Intellectual Property License Agreement, the Purchased Assets constitute all material assets, properties, rights and services that are necessary for the continued conduct of the Business as currently conducted.

**3.11 Finder's Fee.** Except for fees for which Honeywell will be exclusively responsible, Honeywell has not incurred any liability to any party for any brokerage, finder's fee or agent's commission, in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Honeywell.

**3.12 Warranties.** Set forth in Section 3.12 of the Disclosure Schedule is a true and correct copy of the terms of the standard warranties provided by Honeywell with respect to products sold by the Business. There are no claims pending or, to Honeywell's Knowledge,

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threatened against Honeywell with respect to the quality of, or existence of defects in, such products or services that would have a Business Material Adverse Effect.

**3.13 Disclaimer of Other Representations and Warranties.** Except as expressly set forth in this Article III, Honeywell does not make any representation or warranty, express or implied, at law or in equity, with respect to the Business or financial condition or any of its assets, Liabilities or operations, or the past, current or future profitability or performance of the Business or any other matter, and Honeywell specifically disclaims any such other representations or warranties.

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Purchaser hereby represents and warrants to Honeywell that, as of the date hereof:

**4.1 Corporate Status.** Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization. Purchaser (a) has all requisite power and authority to carry on its business as it is now being conducted, and (b) is duly qualified or otherwise authorized to do business and is in good standing in each of the jurisdictions in which the ownership, operation or leasing of its properties and assets and the conduct of its business requires it to be so qualified or otherwise authorized, except where the failure to have such power and authority or to be so qualified or otherwise authorized would not have a Purchaser Material Adverse Effect. Since the date of its formation, Purchaser has not engaged in any activities other than in connection with or as contemplated by this Agreement and has not incurred any Liability, or incurred or permitted any Encumbrance over any of its assets, including any Liability or Encumbrance arising under any Contract or by operation of law. Purchaser has no Subsidiaries and has no ownership or other interest in any other Person.

**4.2 Authority.** Purchaser has all requisite corporate power and authority to execute, deliver and perform the Transaction Documents and to consummate the transactions contemplated thereby. The execution, delivery and performance by the Purchaser of this Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action on the part of the Purchaser, and no other corporate proceeding on the part of the Purchaser is necessary to authorize the execution, delivery and performance by Purchaser of this Agreement and the Transaction Documents or to consummate the transactions contemplated hereby and thereby. This Agreement and the Transaction Documents have been duly executed and delivered by Purchaser, and, assuming due authorization and delivery by Honeywell, this Agreement and the Transaction Documents constitute valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereinafter in effect relating to or affecting creditors' rights generally, or by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

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#### **4.3 No Conflict; Required Filings.**

(a) The execution and delivery of this Agreement and the Transaction Documents do not, and the consummation of the transactions contemplated hereby and thereby will not (with or without notice or lapse of time, or both), conflict with, or result in any violation of or default under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a benefit under, or result in the creation of any Encumbrance (other than Permitted Encumbrances) upon any of the properties or assets of Purchaser under, any provision of (i) the certificate of incorporation, by-laws or other organizational or governing documents of Purchaser, (ii) any material Contract to which Purchaser is party or by which it is bound or (iii) any Permit, Governmental Order or, subject to the matters described in clauses (i) and (ii) of Section 4.3(b), Law applicable to Purchaser or its property or assets, other than, in the case of clauses (ii) and (iii) above, any such conflicts, violations, defaults, rights or Encumbrances that would not have a Purchaser Material Adverse Effect.

(b) No material consent of, or registration, declaration, notice or filing with, any Governmental Authority is required to be obtained or made by Purchaser in connection with the execution, delivery and performance of this Agreement, the Transaction Documents or the consummation of the transactions contemplated hereby and thereby, other than those that, if not made or obtained would have a Purchaser Material Adverse Effect.

**4.4 Legal Proceedings.** There are no claims, actions, suits, investigations or proceedings pending or, to the Knowledge of Purchaser, threatened against Purchaser or any of its Affiliates or any of their respective properties before any Governmental Authority except as would not have a Purchaser Material Adverse Effect.

**4.5 Sufficient Funds.** The Purchaser has sufficient funds to enable it to pay the Initial Purchase Price at the Closing as contemplated herein. Immediately following the Closing after giving effect to the transactions contemplated hereby, the Purchaser will be Solvent. As used herein, "Solvent" means with respect to any Person on a particular date, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including, contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they mature and (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute an unreasonably small capital. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

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#### **4.6 No Reliance.**

(a) Purchaser is an informed and sophisticated purchaser and has engaged expert advisors who are experienced in the evaluation and purchase of the Purchased Assets, and has had such access to the personnel and properties of Honeywell (but only in so far as it relates to the Business) as it deems necessary and appropriate to make such evaluation and purchase.

(b) Purchaser acknowledges that it has conducted, to its satisfaction, an independent investigation and has agreed to purchase the Purchased Assets based on its own inspection, examination and determination with respect to all matters and without reliance upon any representations, warranties, communications or disclosures of any nature other than those expressly set forth in Article III of this Agreement.

(c) Without limiting the generality of the foregoing, Purchaser, in entering into this Agreement, is relying solely on the representations and warranties set forth in this Agreement and, except as expressly set forth in Article III of this Agreement (as modified by the Disclosure Schedules), Honeywell does not make any representation or warranty, express or implied, with respect to, and Purchaser expressly disclaims any reliance on, (i) any information included in the Confidential Information Memorandum dated February 25, 2009 related to the Business or other matters; (ii) any information, written or oral and in any form provided, made available to it or any of its agents, advisors, employees or representatives in "data rooms" (including on-line data rooms), management presentations, functional "break-out" discussions, oral or written responses to questions submitted on behalf of it or in any other communications between it or any of its agents, advisors, employees or representatives, on the one hand, and Honeywell or any of its agents, advisors, employees or representatives, on the other hand, with respect to the Business or other related matters, whether in expectation of the transactions contemplated by this Agreement or otherwise; (iii) any projections, estimates or budgets delivered to or made available to it or any of its agents, advisors, employees or representatives, or which are made available to it or any of its agents, advisors, employees or representatives after the date hereof, of future revenues, expenses or expenditures, future results of operations (or any component thereof), future cash flows or the future financial condition (or any component thereof) of the Business; or (v) the probable success or profitability of the ownership, use or operation of the Business by Purchaser after the Closing.

**4.7 Finder's Fee.** Purchaser has not done anything to cause Honeywell or its Subsidiaries, or their respective stockholders, option holders, directors, officers or Affiliates to incur any liability to any party for any brokerage or finder's fee or agent's commission, or the like, in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Purchaser.

**4.8 Disclaimer of Other Representations and Warranties.** Except as expressly set forth in this Article IV, Purchaser made no representation or warranty, express or implied, at law or in equity, with respect to Purchaser, its Subsidiaries, its businesses or financial

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condition or any of its assets, liabilities or operations or any other matter, and any such other representations or warranties are hereby expressly disclaimed.

## **ARTICLE V COVENANTS**

**5.1 Confidentiality; Access to Information.** Purchaser acknowledges that the information being Made Available to it by Honeywell and its Subsidiaries (or their respective agents or representatives) is subject to the terms of a confidentiality agreement dated February 24, 2009 between Purchaser and Honeywell (the "**Confidentiality Agreement**"), the terms of which are incorporated herein by reference. Effective upon, and only upon, the Closing, the Confidentiality Agreement will terminate except with respect to the non-solicitation provisions set forth therein relating to employees of Honeywell or its Affiliates other than employees of the Business; *provided* that Purchaser hereby acknowledges its confidentiality obligations in the Confidentiality Agreement will terminate only with respect to information relating to the Business; and that Purchaser acknowledges that any and all other information provided or Made Available to it by Honeywell and its Subsidiaries (or their respective agents or representatives) concerning Honeywell and its Subsidiaries will remain subject to the terms and conditions of the Confidentiality Agreement after the Closing.

**5.2 Publicity.** Honeywell shall not, and shall not permit its Subsidiaries to, and Purchaser shall not, and shall not permit its Subsidiaries to, issue any press release or public announcement (including any announcement disclosing the identity of the members or interestholders in the Purchaser or their respective Affiliates) concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other parties hereto, which approval will not be unreasonably withheld or delayed, unless, in the reasonable judgment of Honeywell or Purchaser, disclosure is otherwise required by applicable Law or by the applicable rules of, or listing agreement with, any stock exchange on which Honeywell or Purchaser lists its securities; *provided* that, to the extent required by applicable Law or by the rules of, or listing agreement with, any stock exchange, the party intending to make such release or announcement shall use its reasonable best efforts consistent with such applicable Law to consult with the other party with respect to the text thereof and, *provided further*, that no party shall be required to obtain consent pursuant to this Section 5.2 to the extent any proposed release or announcement includes information that has previously been made public without breach of the obligations under this Section 5.2.

### **5.3 Books and Records.**

(a) Honeywell will use reasonable best efforts to deliver or cause to be delivered to Purchaser at Closing all properties, books, records, Contracts, information and documents in its' or its' Affiliates' possession relating exclusively to the Business and will provide true and correct copies of all other such information and documents which relate in any respect to the Business. As soon as is reasonably practicable after the Closing, Honeywell will deliver or cause to be delivered to Purchaser any remaining properties, books, records, Contracts,



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information and documents relating exclusively to the Business that are not already in the possession or control of the Purchaser.

(b) Honeywell and Purchaser agree that each of them will preserve and keep the books of accounts, financial and other records held by it relating to the Business (including accountants' work papers) for a period of seven (7) years from the Closing Date in accordance with their respective corporate records retention policies; *provided that* prior to disposing of any such records in accordance with such policies (if such records would be disposed of prior to the tenth anniversary of the Closing Date), the applicable party shall provide written notice to the other party of its intent to dispose of such records and shall provide such other party the opportunity to take ownership and possession of such records (at such other party's sole expense) to the extent they relate to such other party's business or obligations within 30 days after such notice is delivered. If such other party does not confirm its intention in writing to take ownership and possession of such records within such 30-day period, the party who possesses the records may proceed with the disposition of such records. Honeywell and Purchaser shall make such records, other information relating to the Business, employees and auditors available to the other as may be reasonably required by such party (i) in connection with, among other things, any audit or investigation of, insurance claims by, legal proceedings against, dispute involving or governmental investigations of Honeywell or Purchaser or any of their respective Affiliates (including the defense of the claims set forth on Section 3.5 of the Disclosure Schedule), (ii) in order to enable Honeywell or Purchaser to comply with their respective obligations under this Agreement and each other agreement, document or instrument contemplated hereby or thereby or (iii) for any other reasonable business purpose relating to Honeywell, Purchaser or any of their respective Affiliates.

#### 5.4 Further Action.

(a) Honeywell and Purchaser shall use their respective reasonable best efforts to take, or cause to be taken, all actions (within their respective Control) necessary or appropriate to consummate the transactions contemplated by this Agreement; *provided that* nothing in any Transaction Document shall obligate either party to incur any Liability (including any Liability for any transfer, consent or similar fee) in connection with obtaining any consent, approval or authorization required under any Contract, Permit or other instrument of the Business as a result of the transactions contemplated by this Agreement or any Transaction Document or required to maintain any such Contract, Permit or other instrument in full force and effect after Closing. Without limiting the generality of the foregoing, from time to time after the Closing Date, and for no further consideration, each of Honeywell and Purchaser shall, and shall cause their respective Subsidiaries to, execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other actions as may reasonably be necessary to appropriately consummate the transactions contemplated hereby (including the transfer and assignment of the Assigned Intellectual Property), including (i) transferring back to Honeywell or its designated Subsidiaries any asset or Liability not contemplated by this Agreement to be transferred to Purchaser and which was inadvertently so transferred at the Closing, (ii) transferring to Purchaser any asset or Liability contemplated by this Agreement to be transferred to Purchaser and which was not so transferred

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at Closing, and (iii) remitting promptly to Honeywell or Purchaser, as the case may be, any cash amounts actually received for accounts receivable of the Business generated prior to the Closing Date, in the case of Honeywell, or on or after the Closing Date, in the case of Purchaser. Honeywell and Purchaser each agree that they shall not take any action, or willfully omit to take any action, between the date hereof and the Closing Date that would render any of the representations and warranties made by such Person in Article III or Article IV inaccurate in any respect. Honeywell further agrees that it shall operate the Business in the ordinary course of its business, consistent with past practice, between the Closing and the Effective Time.

(b) With respect to the Long Term Supply Agreement, dated November 12, 2007 between Honeywell International Inc., acting by and through its Honeywell Process Solutions business unit, and Welco Technology (Suzhou) Limited (the "Welco Contract"), which is a Retained Asset, Honeywell agrees that it shall use reasonable efforts in assisting Purchaser to enter into a supply agreement with Welco Technology (Suzhou) Limited for the products historically supplied to the Business under the Welco Contract (the "Welco Products"). Until the earlier of (i) the date on which Purchaser enters into such a supply agreement and (ii) six months after the Closing Date, Honeywell shall, to the extent permitted under the Welco Contract and in accordance with the terms thereof, source Welco Products on behalf of Purchaser in accordance with the terms of the Transition Services Agreement, it being understood that Honeywell shall have no liability whatsoever for any failure or delay in delivery of Welco Products to Purchaser, any failure of any Welco Products to comply with any product specification provided by Purchaser, the condition of or defect in any Welco Product or any infringement of any Intellectual Property right of any party by, or any other liability arising out of or in connection with, any Welco Product. Honeywell shall have no Liability for any Loss arising from the sourcing of Welco Products on behalf of Purchaser, except with respect to direct damages arising out of Honeywell's willful misconduct or gross negligence in performing its obligations under the Transition Services Agreement with respect to such sourcing.

**5.5 Expenses.** Except as expressly set forth herein, whether or not the transactions contemplated hereby are consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party hereto incurring such expenses. All transfer, documentary, sales, use, stamp, registration and other similar Taxes and fees (including any penalties and interest) incurred in connection with this Agreement ("Transfer Taxes"), shall be borne by the party legally responsible for them under applicable Law, and such party shall file all necessary Tax Returns and other documentation with respect to all Transfer Taxes.

#### **5.6 Employees and Employee Benefit Plans.**

(a) This Section 5.6 contains the covenants and agreements of the parties hereto with respect to the employment status of and provision of employee benefits to the employees of Honeywell providing certain services to the Business on the Closing Date and listed on Section 5.6 of the Disclosure Schedule (collectively, the "Employees"). Nothing

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herein expressed or implied confers upon any Employee any rights or remedies of any nature or kind whatsoever under or by reason of this Section 5.6.

(b) Effective as of the Closing Date, Purchaser shall offer employment to all Employees listed on Schedule 5.6. For those Employees receiving long-term disability benefits, and identified as such on Schedule 5.6, Purchaser shall offer employment to each such Employee to the extent he recovers from his disability and presents himself to Purchaser for active employment within six months of the Closing Date. Terms of employment continuation for each Employee shall (a) be at the same work location (or not more than 10 miles from the current work location) for a period of at least 12 months following the Closing Date and (b) as of the Closing Date, provide medical, dental, life insurance, disability, flexible spending account and retirement benefits (with the exception that a defined benefit plan will not be required to be offered) that are not materially less favorable in the aggregate than (x) those provided to such Employees by Honeywell immediately prior to the Closing Date or (y) in the case of benefits provided pursuant to the Transition Services Agreement, those provided to such Employees by Honeywell on January 1, 2010. Purchaser shall credit, or shall cause a Subsidiary to credit, each Employee's service with Honeywell and Honeywell's Affiliates for all purposes, including eligibility, participation and vesting. Nothing in this Agreement shall, or shall be construed to, limit the ability of the Purchaser to terminate the employment of any Employee at any time after the Closing Date.

(c) With respect to any Employee whose employment is involuntarily terminated by Purchaser during the six (6)-month period beginning on the Closing Date (including, but not limited to, the termination of an Employee because he refuses to accept a work relocation that is greater than fifty (50) miles from his work location as of the Closing Date), Purchaser shall provide a severance benefit (consisting of notice pay and salary continuation) that shall be no less than the severance benefit that such Employee would have received under the terms of Honeywell's severance plan, as applicable, in effect on the Closing Date, calculated as though the Employee worked continuously (by combining such Employee's service both for Honeywell and the Purchaser) until his termination date with the Purchaser.

(d) Each initial welfare benefit plan sponsored by Purchaser for the benefit of the Employees shall, where applicable, (i) waive any pre-existing condition limitation or exclusion or any actively-at-work requirement; and (ii) credit all payments made by Employees for healthcare expenses under similar welfare benefit plans sponsored by Honeywell during the current plan year for purposes of deductibles, co-payments and maximum out-of-pocket limits, it being understood that nothing herein shall limit Purchaser's ability to change Employee benefits after the end of the first coverage period for benefits that commences after the last date such benefits are provided by Honeywell under the Transition Services Agreement. As of the end of the Transition Services Agreement with respect to benefit services, Purchaser shall establish flexible spending account arrangements that are comparable to those provided by Honeywell and shall recognize any elections Employees have made for the 2010 calendar year. As soon as possible after the end of the Transition Services Agreement with respect to benefit services, Honeywell shall transfer to Purchaser an amount in cash equal to the net balance of the

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flexible spending accounts (current year payroll deductions less claims processed) maintained by Honeywell under a Plan on behalf of each participating Employee. Purchaser shall accept claims for reimbursement for qualified expenses incurred on or after the date of any such Employee's participation in such account(s) during the current calendar year, to the extent not reimbursed by Honeywell prior to the end of the Transition Services Agreement with respect to benefit services; *provided* that Honeywell shall provide to Purchaser all records, elections and account information held by Honeywell that Purchaser may require to process such claims. To the extent the net balance of the flexible spending accounts as of the end of the Transition Services Agreement with respect to benefit services is negative (i.e., current year claims processed exceeds payroll deductions taken), Purchaser will transfer funds to Honeywell to cover such excess claims as soon as practicable after the end of the Transition Services Agreement with respect to benefit services.

(e) As of the Closing Date, the Employee shall cease to be eligible to participate in the Honeywell Savings and Ownership Plan and instead become eligible to participate under the Purchaser's 401(k) savings plan. Purchaser shall consider an Employee's service with Honeywell towards any eligibility, vesting, participation, or matching requirements in the Purchaser's 401(k) savings plan.

(f) Purchaser shall, assume all Liabilities and obligations of Honeywell relating to accrued wages, accrued vacation, accrued sick leave, and accrued mid-cycle short-term incentive compensation awards which includes bonus and sales incentives as of the Closing Date with respect to Employees.

(g) Purchaser shall indemnify Honeywell and its Affiliates against all Losses arising out of or in connection with (A) the employment of the Employees with Purchaser or its Affiliates or the termination of such employment after the Closing Date; or (B) any claim by an Employee in connection with such Employee's employment with Purchaser or its Affiliates (whether in contract or in tort or under statute for any remedy including for breach of contract, unfair dismissal, redundancy, statutory redundancy, equal pay, sex, race or disability discrimination, unlawful deductions from wages or for breach of statutory duty or of any nature).

(h) Honeywell shall be solely responsible for providing continuing benefits or coverage for any participant or any beneficiary of a participant of any Plan that as of the Closing Date is subject to the requirements of Code Section 4980B or Section 601 (et seq.) of ERISA, or mandated by other applicable law, including state law.

#### 5.7 Non-Solicitation of Employees; Non-Competition.

(a) Honeywell agrees that from the Closing Date through the fifth anniversary of the Closing Date, without the prior written consent of Purchaser, it will not, directly or indirectly, solicit any employee of the Business (other than clerical or non-salaried employees); *provided* the foregoing shall not prohibit Honeywell from (a) engaging in the

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general solicitation (whether by newspaper, trade publication or other periodical or pursuant to the use of an executive search consultant) of employees so long as such solicitation is not directed specifically at employees of the Business, or (b) soliciting any such employee (other than clerical or non-salaried employees) who has not been employed by Purchaser during the three-month period preceding such solicitation.

(b) For a period of five (5) years from the Closing Date, Honeywell agrees that it will not, and each will cause its Subsidiaries not to, directly or indirectly, whether as principal, agent, partner, officer, director, stockholder, employee, consultant or otherwise, alone or in association with any other Person, own, manage, operate, control, participate in, acquire more than 10% of (or the right to acquire more than 10% of) any class of voting securities of, perform services for, or otherwise carry on or engage in the business of manufacturing or selling press automation controls, safeguarding controls or production reporting solutions that, in each case, would compete against those offered by the Business as of the Closing Date, and which are intended for use in the metal stamping industry in North America (a "Competing Business"); provided that nothing in this Section 5.7(b) shall be deemed to limit in any way (i) the activities of Honeywell or its Subsidiaries with respect to component elements of any of the items included within the definition of a Competing Business, (ii) the manufacture or sale by Honeywell or its Subsidiaries of any parts or products to the extent such parts or products are sourced from a third party and incorporated into products manufactured or sold by businesses operated by Honeywell Affiliates or manufactured for internal use by Honeywell Affiliates or (iii) the Honeywell's business of manufacturing and selling safety light curtains operated out of its Grenoble, France site as conducted as of the Closing Date, and such activities and business shall be excluded from the definition of Competing Business for all purposes related to this Agreement. The restrictions set forth in this Section 5.7(b) shall not be construed to prohibit or restrict (A) Honeywell or any of its controlled Affiliates from acquiring any Person or business that engages in any Competing Business provided that (i) such activities do not constitute the principal activities of the Person or business to be acquired (based on the sales of such business during the preceding four (4) full calendar quarters) and (ii) if the Competing Business constitutes in excess of 10% of the revenues of the Person or business acquired, Honeywell will use its reasonable best efforts to divest that portion of such Person or business that engages in the Competing Business within 12 months after its acquisition of the Competing Business or (B) purchases of the securities of any Person by Honeywell's pension trust or its representatives or agents, or by any similar benefit plan investment vehicle of Honeywell or its affiliates, provided that any such purchases shall be for investment only, in the ordinary course of business.

(c) Notwithstanding anything to the contrary in this Agreement, the prohibitions in Section 5.7(b) shall not apply to (i) any Person to whom any businesses or operations of Honeywell or any of its Subsidiaries are transferred (other than to another Subsidiary of Honeywell) after the Closing Date, or to such businesses or operations or (ii) any Subsidiary of Honeywell the stock of which is transferred directly or indirectly to any Person (other than to another Subsidiary of Honeywell) after the Closing Date, or to such Person.

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### 5.8 Business Confidential Information.

(a) Honeywell acknowledges and agrees that the books, records, data and other documents and confidential information concerning the Business and/or the products, services, customer development information (including customer and prospect lists), sales activities and procedures, promotional and marketing techniques, pricing, plans and strategies, financing, development and expansion plans and credit and financial data concerning customers and suppliers and other information of or relating exclusively to the Business are considered by Purchaser to be confidential, and are valuable assets of the Business, access to and knowledge of which are essential to preserve the goodwill, customer relationships and ongoing business relationships of the Business for the benefit of Purchaser. Honeywell further agrees that all knowledge and information described in the preceding sentence that is not in the public domain (unless such knowledge and information is in the public domain as a result of a breach of this or any other confidentiality agreement by Honeywell or any of its Affiliates) shall be considered confidential information (collectively, the "Business Confidential Information"). For the avoidance of doubt, the term Business Confidential Information shall not include information that (i) does not relate exclusively to the Business, (ii) becomes available to Honeywell or any of its Affiliates on a non-confidential basis from a source other than the Purchaser, *provided that*, to Honeywell's Knowledge or the knowledge of any of its Affiliates, such source is not bound by a confidentiality agreement with or similar obligation to the Purchaser (or any of its Subsidiaries) with respect to such information, (iii) is independently developed by Honeywell or any of its Affiliates under circumstances not involving a breach of this Section 5.8, or (iv) is publicly disclosed pursuant to a lawful requirement or request from a Governmental Authority acting within its jurisdiction, or non-confidential disclosure is otherwise required by Law.

(b) Honeywell hereby agrees that following the Closing Date it shall hold, and shall cause its Affiliates to hold, as applicable, the Business Confidential Information in confidence and not use or disclose or cause or permit to be used or disclosed any of the Business Confidential Information for any reason or purpose whatsoever, except and to the extent any disclosure of Business Confidential Information is required by Law or appropriate court order and sufficient advance written notice thereof, if practicable, is provided to Purchaser to permit Purchaser to seek a protective order or other appropriate remedy. The provisions of this Section 5.8 shall expire on the third anniversary of the Closing.

**5.9 Seller's Marks.** Except as expressly set forth herein, Purchaser, each of its Affiliates and its and their respective directors, officers, successors, assigns, agents, or representatives shall not register, or attempt to register, and shall not directly or indirectly use, in any fashion, including in signage, corporate letterhead, business cards, internet websites, marketing material and the like, or seek to register, in connection with any products or services anywhere in the world in any medium, any Intellectual Property that includes, is identical to or is confusingly similar to, any of the trademarks, service marks, domain names, trade names or other indicia of origin characterized as a Retained Asset including the HONEYWELL mark and all related and derivative marks (collectively, "Seller's Marks"), nor shall any of them challenge or assist any third party in opposing the rights of Honeywell anywhere in the world in any such

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**Intellectual Property.** Subject to the restrictions set forth herein, Honeywell hereby grants to Purchaser effective as of the Closing Date, a personal, nonexclusive, royalty-free license for twelve (12) months after the Closing Date, (i) to use the Seller's Marks on signage, marketing materials and other materials, in each case included in the Purchased Assets as of the Closing Date and (ii) to use the Seller's Marks in tools, dies and molds acquired by Purchaser hereunder which carry one or more of the Seller's Marks to be cast, struck or molded into inventory, and in the inventory resulting from such use. Purchaser shall in any event phase out such use of such tools, dies and molds as soon as is reasonably practicable, and, in particular, shall if practicable remove the cast for such marks from each such tool, die or mold on the first occasion after the Closing Date when such tool, die or mold is refurbished. Such limited license shall terminate twelve (12) months after the Closing Date regardless of whether or not inventory branded with Seller's Marks remains in inventory of Purchaser and regardless of whether any tool, die or mold has been refurbished. All use of Seller's Marks as permitted hereunder shall inure to the benefit of Honeywell. For the avoidance of doubt, Purchaser may not use Seller's Marks on any materials not in existence as of the Closing Date and can only use Seller's Marks in connection with materials that are a part of the Purchased Assets.

**5.10 Bulk Sales Laws.** Honeywell and Purchaser each hereby waive compliance by Honeywell with the provisions of the "bulk sales", "bulk transfer" or similar Laws of any state.

## **ARTICLE VI SURVIVAL; INDEMNIFICATION**

**6.1 Survival of Representations, Warranties and Agreements.** The representations and warranties of the parties contained in Articles III and IV shall, subject to the proviso to this sentence, terminate on the date that is 18 months after the Closing Date. All covenants and agreements contained herein which by their terms contemplate actions or impose obligations following the Closing shall survive the Closing and remain in full force and effect in accordance with their terms. The period of time a representation or warranty or covenant or agreement survives the Closing pursuant to this Section 6.1 shall be the "Survival Period" with respect to such representation or warranty or covenant or agreement. In the event notice of any claim for indemnification under this Article VI shall have been given within the applicable Survival Period and such claim has not been finally resolved by the expiration of such Survival Period, the representations or warranties or covenants or agreements that are the subject of such claim shall survive, but only to the extent of and in the amount of the claim as made prior to the expiration of the Survival Period, until such claim is finally resolved.

**6.2 Indemnification.** Subject to the terms, conditions and limitations set forth in this Article VI, from and after the Closing Date:

(a) Honeywell shall indemnify and hold harmless Purchaser and its Affiliates and each of their respective officers, directors, members, partners, managers and employees (collectively, the "Purchaser Indemnified Parties") from and against any Losses that are imposed on or incurred by the Purchaser Indemnified Parties arising out of (i) any breach

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of any representation or warranty made by Honeywell in Article III, as modified by the Disclosure Schedule, (ii) any failure to perform any covenant or agreement of Honeywell set forth in this Agreement which by its terms contemplates actions or imposes obligations following the Closing or (iii) the Retained Liabilities.

(b) Purchaser shall indemnify and hold harmless Honeywell and its Affiliates and each of their respective officers, directors, members, partners, managers and employees (collectively, the "Seller Indemnified Parties") from and against any Losses that are imposed on or incurred by Seller Indemnified Parties arising out of (i) any breach of any representation or warranty made by Purchaser in Article IV, (ii) any failure to perform any covenant or agreement of Purchaser set forth in this Agreement which by its terms contemplates actions or impose obligations following the Closing or (iii) the Assumed Liabilities.

### 6.3 Indemnification Procedures.

(a) In order for a party (the "Indemnified Party") to be entitled to any indemnification provided for under this Article VI in respect of a claim made against the Indemnified Party by any Person who is not a party to this Agreement (a "Third-Party Claim"), such Indemnified Party must notify the indemnifying party hereunder (the "Indemnifying Party") in writing of the Third-Party Claim promptly following receipt by such Indemnified Party of notice of the Third-Party Claim; *provided* that failure to give such notification shall not affect the indemnification provided hereunder except to the extent the Indemnifying Party shall have been actually prejudiced as a result of such failure. Thereafter, the Indemnified Party shall deliver to the Indemnifying Party, promptly following the Indemnified Party's receipt thereof, copies of all notices and documents (including court papers) received by the Indemnified Party relating to the Third-Party Claim, other than those notices and documents separately addressed to the Indemnifying Party.

(b) The Indemnifying Party will have the right to defend against, negotiate, settle or otherwise deal with any Third-Party Claim which relates to any Losses indemnifiable hereunder and to select counsel of its choice. If the Indemnifying Party is not entitled to as a result of the previous sentence, or does not within 30 days of its receipt of notice of a Third-Party Claim pursuant to Section 6.3(a) elect to defend against or negotiate any Third-Party Claim which relates to any Losses indemnifiable hereunder, the applicable Indemnified Party may defend against, negotiate, settle or otherwise deal with such Third-Party Claim. If the Indemnifying Party assumes the defense of any Third-Party Claim, the applicable Indemnified Party may participate, at its own expense, in the defense of such Third-Party Claim; *provided* that such applicable Indemnified Party will be entitled to participate in any such defense with separate counsel at the expense of the Indemnifying Party if (i) so requested by the Indemnifying Party to participate or (ii) in the reasonable opinion of counsel to the applicable Indemnified Party, a conflict or potential conflict exists between the applicable Indemnified Party and the Indemnifying Party that would make such separate representation advisable and, *provided further*, that Indemnifying Party will not be required to pay for more than one (1) such counsel for all Indemnified Parties in connection with any Third-Party Claim.



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(c) If the Indemnifying Party chooses to defend or prosecute a Third-Party Claim, the Indemnified Party shall (and shall cause the applicable Indemnified Parties to) cooperate in the defense or prosecution thereof. If the Indemnifying Party assumes the defense of a Third-Party Claim, the Indemnified Party shall (and shall cause the applicable Purchaser Indemnified Parties or Seller Indemnified Parties, as the case may be, to) agree to any settlement, compromise or discharge of a Third-Party Claim that the Indemnifying Party may recommend that (i) involves only money damages, (ii) by its terms obligates the Indemnifying Party (or its Affiliates) to pay the full amount of the liability in connection with such Third-Party Claim, (iii) does not require any payment or impose any other obligation or restriction on any Indemnified Party, and (iv) releases all Indemnified Parties in connection with such Third-Party Claim, and in all other cases the Indemnifying Party shall not admit any liability with respect to, or settle, compromise or discharge, such Third-Party Claim without the Indemnified Party's prior written consent (which shall not be unreasonably withheld or delayed). If the Indemnifying Party elects not to assume the defense of a Third-Party Claim, the applicable Indemnified Parties shall not admit any liability with respect to, or settle, compromise or discharge, such Third-Party Claim without the Indemnifying Party's prior written consent (which shall not be unreasonably withheld or delayed).

(d) In the event any Indemnified Party should have a claim against any Indemnifying Party under this Article VI that does not involve a Third-Party Claim, the Indemnified Party shall deliver notice of such claim to the Indemnifying Party promptly following the Indemnified Party becoming aware of the same. The failure by any Indemnified Party so to notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability that it may have to such Indemnified Party under this Article VI, except to the extent that the Indemnifying Party has been actually prejudiced by such failure.

(e) The Indemnified Party shall take, and shall cause its respective Affiliates to take, all reasonable steps to mitigate or otherwise minimize any Losses that form the basis of a claim for indemnification under this Article VI.

(f) An Indemnifying Party making any indemnification payment under this Article VI shall be subrogated to all rights of the applicable Indemnified Party in respect of any Losses or Taxes indemnified by such party.

(g) For the avoidance of doubt, the Indemnified Party shall notify the Indemnifying Party with respect to any claim as to which indemnification is sought hereunder even though the amount thereof plus the amount of other claims previously notified by the Indemnified Party in aggregate is less than the Threshold Amount.

#### **6.4 Indemnification Limitations.**

(a) In no event shall Honeywell be liable for indemnification pursuant to Section 6.2(a)(i) unless and until the aggregate amount of all Losses with respect to Section 6.2(a)(i) that are imposed on or incurred by the Purchaser Indemnified Parties exceeds \$30,000 (the "Threshold Amount"), in which case the Purchaser Indemnified Parties shall be entitled to indemnification for all Losses in excess of the Threshold Amount; *provided that the*

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limitation set forth in this sentence shall not apply with respect to any claim for indemnification in respect of any breach of Sections 3.1, 3.2 and 3.11 (each, a "Fundamental Representation and Warranty"). Notwithstanding the foregoing, Honeywell shall not (x) be required to make payments for indemnification pursuant to Section 6.2(a)(i) in an aggregate amount in excess of \$200,000 or (y) be liable for indemnification with respect to any Loss by the Purchaser Indemnified Parties of less than \$10,000 (each, a "De Minimis Loss") and all De Minimis Losses shall be disregarded and shall not be aggregated for purposes of the Threshold Amount; *provided* that the limitations set forth in clauses (x) and (y) of this sentence shall not apply with respect to any claim for indemnification in respect of any Fundamental Representation and Warranty. In no event shall Purchaser be liable for indemnification pursuant to Section 6.2(b)(i) unless and until the aggregate amount of all Losses with respect to Section 6.2(b)(i) that are imposed on or incurred by the Seller Indemnified Parties exceeds the Threshold Amount; *provided* that the limitation set forth in this sentence shall not apply with respect to any claim for indemnification in respect of Section 4.1 or 4.2. Purchaser shall not (x) be required to make payments for indemnification pursuant to Section 6.2(b)(i) in an aggregate amount in excess of \$200,000 or (y) be liable for indemnification with respect to any De Minimis Loss and all De Minimis Losses shall be disregarded and shall not be aggregated for purposes of the Threshold Amount; *provided* that the limitations set forth in this sentence shall not apply with respect to any claim for indemnification in respect of Section 4.1, 4.2 or 4.7. For the avoidance of doubt, none of the limitations in this Section 6.4(a) shall apply to or in any way limit Purchaser's right to recover for Losses indemnifiable pursuant to Section 6.2(a)(ii) or Section 6.2(a)(iii) or Honeywell's right to recover for Losses indemnifiable pursuant to Section 6.2(b)(ii) or Section 6.2(b)(iii).

(b) In calculating amounts payable to an Indemnified Party hereunder, the amount of any indemnified Losses shall be determined without duplication of any other Loss for which an indemnification claim has been made under any other representation, warranty, covenant, or agreement and shall be computed net of (i) amounts recoverable by the Indemnified Party under indemnification agreements or arrangements with third parties or under any insurance policy of Honeywell relating to the period prior to the Closing with respect to such Losses (each, a "Collateral Source"), (ii) any actual prior recovery by the Indemnified Party from any Person with respect to such Losses. In the event of any indemnification claim paid, Honeywell may, in its sole discretion, require any Indemnified Party to grant to Honeywell an assignment of the right of such Indemnified Party to assert a claim against any Collateral Source. If the amount to be netted hereunder from any payment required under Article VI is determined after payment of any amount otherwise required to be paid to an Indemnified Party under this Article VI the Indemnified Party shall repay to the Indemnifying Party, promptly after such determination, any amount that the Indemnifying Party would not have had to pay pursuant to this Article VI had such determination been made at the time of such payment.

(c) Notwithstanding anything else contained in this Agreement to the contrary, after the Closing, indemnification pursuant to the provisions of Section 5.6(g) and this Article VI shall be the sole and exclusive remedy of the parties with respect to any and all claims arising out of or in connection with this Agreement and the transactions contemplated hereby, including in respect of any misrepresentation or breach of any warranty, covenant or other provision contained in this Agreement or in any certificate delivered pursuant hereto, except in

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the case of fraud. Without limiting the generality or effect of the foregoing, as a material inducement to the other parties hereto entering into this Agreement, Purchaser hereby waives, from and after the Closing, any claim or cause of action, known and unknown, foreseen and unforeseen, which it or any of its Affiliates may have against the other parties hereto, including under the common law or federal or state securities laws, trade regulation laws or other laws (including any relating to Tax, environmental, real estate or employee matters), by reason of this Agreement, the events giving rise to this Agreement and the transactions provided for herein or contemplated hereby or thereby, except for claims or causes of action brought under and subject to the terms and conditions of the provisions contained in this Article VI. All payments made pursuant to this Article VI shall be deemed to be adjustments to the Purchase Price.

(d) The obligations of the Indemnifying Party to provide indemnification under this Article VI shall be terminated, modified or abated as appropriate to the extent that the underlying Loss, cause of action or other claim: (i) would not have arisen but for a voluntary act or failure to act that is carried out by or at the express written request of, or with the express written approval or concurrence of, or with the knowing assistance of, the Indemnified Party, (ii) is based, in whole or in part, on the fraud, bad faith or willful misconduct of the Indemnified Party or any of its Affiliates, (iii) is a Loss, cause of action or claim with respect to which the Indemnified Party or any of its Affiliates has taken action (or caused action to be taken) to accelerate the time period in which such matter is asserted or payable or (iv) is primarily a possible or potential Loss, cause of action or claim that the Indemnified Party believes may be asserted rather than a Loss, cause of action or claim that has, in fact, been filed of record against such Indemnified Party or paid or incurred by such Indemnified Party.

(e) No Indemnified Party shall have a right to recover Losses hereunder in respect of any claim if such claim would not have arisen but for a change after the Closing in legislation or accounting policies or a change after the Closing in interpretation of applicable Law as determined by a court or pursuant to an administration rule making decision.

(f) AN INDEMNIFYING PARTY SHALL NOT BE LIABLE UNDER THIS ARTICLE VI IN RESPECT OF ANY CLAIM FOR INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES RESULTING FROM BUSINESS INTERRUPTION, DIMINUTION OF VALUE, INCREASED INSURANCE PREMIUMS OR LOST PROFITS AND LOSSES BASED UPON ANY MULTIPLIER OF THE BUSINESS'S EARNINGS, INCLUDING EARNINGS BEFORE INTEREST, DEPRECIATION OR AMORTIZATION, OR ANY OTHER VALUATION METRIC.

#### ARTICLE VII MISCELLANEOUS

7.1 Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made (a) on the date of delivery if delivered personally, or by telecopy or facsimile, upon confirmation of receipt, (b) on the first business day following the date of dispatch if delivered by a recognized next-day courier service, or (c) on the fifth business day following the date of mailing if delivered by registered or

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certified mail return receipt requested, postage prepaid and shall be delivered personally or mailed by registered or certified mail (postage prepaid, return receipt requested), sent by overnight courier or sent by telecopy, to the applicable party at the following addresses or telecopy numbers (or at such other address or telecopy number for a party as shall be specified by like notice):

if to Honeywell:

Honeywell International Inc.  
101 Columbia Road  
P.O. Box 4000  
Morristown, New Jersey 07962-2487  
Attention: General Counsel and Senior Vice President  
Telecopy No.: (973) 455-4217

if to Purchaser:

Wintriss Controls Group LLC  
1200 Hendricks Causeway  
Ridgefield, New Jersey 07657  
Attention: Mark Hatch  
Fax: (201) 886-2010

with a copy to:

Lawrence T. Lowen, Esq.  
2 Executive Drive Suite 560  
Fort Lee, New Jersey 07024  
Fax: (201) 592-7811

## 7.2 Certain Definitions; Interpretation.

(a) For purposes of this Agreement, the following terms shall have the following meanings:

"Affiliate" of a Person means a Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, the first mentioned Person; *provided* that ownership, directly or indirectly, of at least 10% of the voting equity interests of a Person shall be deemed to constitute Control of such Person.

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**"Assigned Intellectual Property"** means the Intellectual Property listed in Schedule I hereto.

**"Assignment and Assumption Agreement"** means the assignment and assumption agreement attached hereto as Exhibit A.

**"Business"** means Honeywell's Wintress® Controls Group engaged in the business of providing press automation controls, safeguarding controls and production reporting solutions intended for use in the metal stamping industry in North America, as currently conducted by Honeywell out of the Business Site.

**"Business Material Adverse Effect"** means any change, effect or circumstance that, individually or in the aggregate, has had, or would reasonably be expected to have, a material adverse effect on the business, assets, results of operations or financial condition of the Business.

**"Code"** means the Internal Revenue Code of 1986, as amended.

**"Contract"** shall mean any contract, agreement, lease, license, sales order, purchase order, indenture, note, bond, loan, instrument, lease, commitment or other arrangement or agreement that is binding on any Person or any part of its property under applicable Law.

**"Control"** means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of stock, as trustee or executor, by contract or credit arrangement or otherwise.

**"ERISA"** means the Employee Retirement Income Security Act of 1974, including the rules and regulations promulgated thereto.

**"Governmental Authority"** means any foreign or United States federal, state or local governmental, regulatory or administrative agency or any court.

**"Governmental Order"** means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

**"Indebtedness"** of any Person at any date shall include (A) all indebtedness of such Person for borrowed money, and (B) any other indebtedness of such Person which is evidenced by any note, bond, debenture or similar instrument.

**"Intellectual Property Assignment Agreement"** means the intellectual property assignment agreement attached hereto as Exhibit B.

**"Intellectual Property License Agreement"** means the intellectual property license agreement attached hereto as Exhibit D.

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**"Knowledge"** (A) with respect to Honeywell shall mean the actual knowledge of the individuals identified on Section 7.2(a)(i)(A) of the Disclosure Schedule and (B) with respect to Purchaser shall mean the actual knowledge of the individuals identified on Section 7.2(a)(i)(B) of the Disclosure Schedule.

**"Law"** means any law, statute, ordinance, rule or regulation of any Governmental Authority, or, with respect to any Person, any binding agreement with any Government Authority binding upon such Person or its assets.

**"Liability"** means any direct or indirect liability, Indebtedness, claim, loss, damage, deficiency, obligation or responsibility, fixed or unfixed, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, known or unknown, contingent or otherwise.

**"Losses"** means, subject to Section 6.4, any losses, costs or expenses (including reasonable attorneys' fees and expenses), judgments, fines, claims, damages and assessments.

**"Made Available"** means that the information referred to (i) has been actually delivered (whether by email transmission or hand delivery) to Purchaser or to its outside legal counsel or (ii) was posted on the electronic datasite located at <https://datasite.merrillcorp.com/HWStamp>, in each case, at least one (1) day prior to the execution of this Agreement.

**"Note"** means the Note attached hereto as Exhibit F.

**"Permit"** means any permit, franchise, authorization, license or other approval issued or granted by any Governmental Authority.

**"Permitted Encumbrances"** means (A) mechanics', carriers', workmen's, repairmen's or other like Encumbrances arising or incurred in the ordinary course of business for amounts not yet delinquent or which are being contested in good faith by appropriate legal proceedings, (B) Encumbrances arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business, (C) Encumbrances for Taxes and other governmental charges that are not due and payable, are being contested in good faith by appropriate proceedings or may thereafter be paid without penalty, (D) imperfections of title, restrictions or encumbrances, if any, which imperfections of title, restrictions or other encumbrances do not, individually or in the aggregate, materially impair the continued use and operation of the specific assets to which they relate, and (E) Encumbrances on accounts receivable under Honeywell's Trade Accounts Receivable program, all of which shall be removed as of the Closing Date.

**"Person"** means an individual, corporation, partnership, limited liability company, association, trust, unincorporated organization, entity, Governmental Authority or group.

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**"Purchaser Material Adverse Effect"** means any change, effect or circumstance that, individually or in the aggregate, has had, or would reasonably be expected to have, a material adverse effect the ability of Purchaser to perform its obligations under this Agreement or to consummate the transactions contemplated hereby in a timely manner.

**"Seller Retained Plans"** has the meaning as set forth in Section 1.2(i).

**"Subsidiary"** of a Person means any corporation or other legal entity of which such Person (either alone or through or together with any other Subsidiary or Subsidiaries) is the general partner or managing entity or of which at least a majority of the stock or other equity interests the holders of which are generally entitled to vote for the election of the board of directors or others performing similar functions of such corporation or other legal entity is directly or indirectly owned or controlled by such Person (either alone or through or together with any other Subsidiary or Subsidiaries).

**"Supply Agreement"** means the supply agreement attached hereto as Exhibit E.

**"Tax Return"** shall mean any report, return or similar filing (including the attached schedules) required to be filed with respect to Taxes, including any information return, claim for refund, amended return, or declaration of estimated Taxes.

**"Taxes"** shall mean any and all domestic or foreign, federal, state, local or other taxes of any kind (together with any and all interest, penalties, additional to tax and additional amounts imposed with respect thereto) imposed by any Governmental Authority, including taxes with respect to income, franchises, windfall or other profits, gross receipts, property, sales, use, capital stock, employment, unemployment, social security, unclaimed property, payroll, customs duties, transfer, license, workers' compensation or net worth, and taxes in the nature of excise, withholding, ad valorem or value added.

**"Transition Services Agreement"** means the transition services agreement attached hereto as Exhibit C.

(b) When a reference is made in this Agreement to Articles, Sections, or Disclosure Schedule, such reference is to an Article or a Section of, or Disclosure Schedule to, this Agreement, unless otherwise indicated. When a reference is made in this Agreement to a party or parties, such reference is to parties to this Agreement, unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" or "exclude", "excludes" or "excluding" are used in this Agreement, they shall be understood to be followed by the words "without limitation".

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**7.3 Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon a determination that any term or other provision is invalid, illegal or incapable of being enforced, Honeywell and Purchaser shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the maximum extent possible.

**7.4 Entire Agreement; No Third-Party Beneficiaries.** This Agreement, including all exhibits and schedules attached hereto and the Confidentiality Agreement constitute the entire agreement and supersede any and all other prior agreements and undertakings, both written and oral, among the parties hereto, or any of them, with respect to the subject matter hereof and does not, and is not intended to, confer upon any Person any rights or remedies hereunder.

**7.5 Amendment; Waiver.** This Agreement may be amended only in a writing signed by all parties hereto. Any waiver of rights hereunder must be set forth in writing. A waiver of any breach or failure to enforce any of the terms or conditions of this Agreement shall not in any way affect, limit or waive either party's rights at any time to enforce strict compliance thereafter with every term or condition of this Agreement.

**7.6 Binding Effect; Assignment.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives and successors. Notwithstanding the foregoing, this Agreement shall not be assigned by any party hereto by operation of Law or otherwise without the express written consent of each of the other parties.

**7.7 Disclosure Schedule.** The Disclosure Schedule shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. Any matter disclosed pursuant to the Disclosure Schedule shall not be deemed to be an admission or representation as to the materiality of the item so disclosed.

**7.8 Governing Law.** Any and all claims, disputes or controversies in any way arising out of or relating to (a) this Agreement, (b) any breach, termination or validity of this Agreement, (c) the transactions contemplated hereby or (d) any discussions or communications relating in any way to this Agreement or transactions contemplated hereby (the "Transaction Matters"), and the existence or validity of any and all defenses to such claims, disputes or controversies, shall be governed and resolved exclusively by the laws of the State of New York, notwithstanding the existence of any conflict of laws principles that otherwise would dictate the application of any other state's Law. Each party irrevocably and unconditionally waives any right to object to the application of New York Law or argue against its applicability to any of the matters referenced in the immediately preceding sentence.



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### 7.9 Dispute Resolution; Mediation; Jurisdiction.

(a) In the event of any dispute, controversy or claim in any way arising out of or relating to the Transaction Matters (a "Dispute"), upon the written notice of either party hereto, the parties hereto shall attempt to negotiate a resolution of the Dispute. If the parties hereto are unable for any reason to resolve a Dispute within 30 days after the receipt of such notice, the Dispute shall be submitted to mediation in accordance with Section 7.9(b) hereof.

(b) Any Dispute not resolved pursuant to Section 7.9(a) hereof shall, at the request of either party hereto (a "Mediation Request"), be submitted to non-binding mediation in accordance with the then current CPR Mediation Procedure (the "Procedure"), except as modified herein. The mediation shall be held in New York, New York. The parties shall have 20 days from receipt by a party of a Mediation Request to agree on a mediator. If no mediator has been agreed upon by the parties within 20 days of receipt by a party (or parties) of a Mediation Request, then any party may request (on written notice to the other parties), that the CPR appoint a mediator in accordance with the Procedure. All mediation pursuant to this clause shall be confidential and shall be treated as compromise and settlement negotiations, and no oral or documentary representations made by the parties during such mediation shall be admissible for any purpose in any subsequent proceedings. No party hereto shall disclose or permit the disclosure of any information about the evidence adduced or the documents produced by the other parties in the mediation proceedings or about the existence, contents or results of the mediation without the prior written consent of such other parties except in the course of a judicial or regulatory proceeding or as may be required by Law or requested by a Governmental Authority or securities exchange. Before making any disclosure permitted by the preceding sentence, the party intending to make such disclosure shall give the other parties reasonable written notice of the intended disclosure and afford the other parties a reasonable opportunity to protect its interests. If the Dispute has not been resolved within 60 days of the appointment of a Mediator, or within 90 days of receipt by a party of a Mediation Request (whichever occurs sooner), or within such longer period as the parties may agree to in writing, then any party may file an action on the Dispute in any court having jurisdiction in accordance with Section 7.9(c).

(c) Each of the parties hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of New York sitting in The City of New York and the courts of the United States of America located in The City of New York for any litigation arising out of or relating to this Agreement or the transactions contemplated hereby or any of the other transactions contemplated hereby (and agrees not to commence any litigation relating hereto except in such courts) and further agrees that service of any process, summons, notice or document by U.S. registered mail to its respective address set forth in Section 7.1, shall be effective service of process for any litigation brought against it in any such court. Each of the parties hereby irrevocably and unconditionally waives any objection to the laying of venue of any litigation arising out of this Agreement or the transactions contemplated hereby or any of the other transactions contemplated hereby in the courts of the State of New York sitting in The City of New York or the courts of the United States of America

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located in The City of New York and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such litigation brought in any such court has been brought in an inconvenient forum. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION ARISING OUT OF OR RELATING IN ANY WAY TO TRANSACTION MATTERS.

**7.10 Construction.** The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

**7.11 Counterparts.** This Agreement may be executed simultaneously in one or more counterparts (including by facsimile or electronic .pdf submission), and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.

*[Signature Page Follows.]*

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

WINTRISS CONTROLS GROUP, LLC

By: 

Name: Lawrence T. Lowen

Title: Authorized Signatory

HONEYWELL INTERNATIONAL INC.

By: 

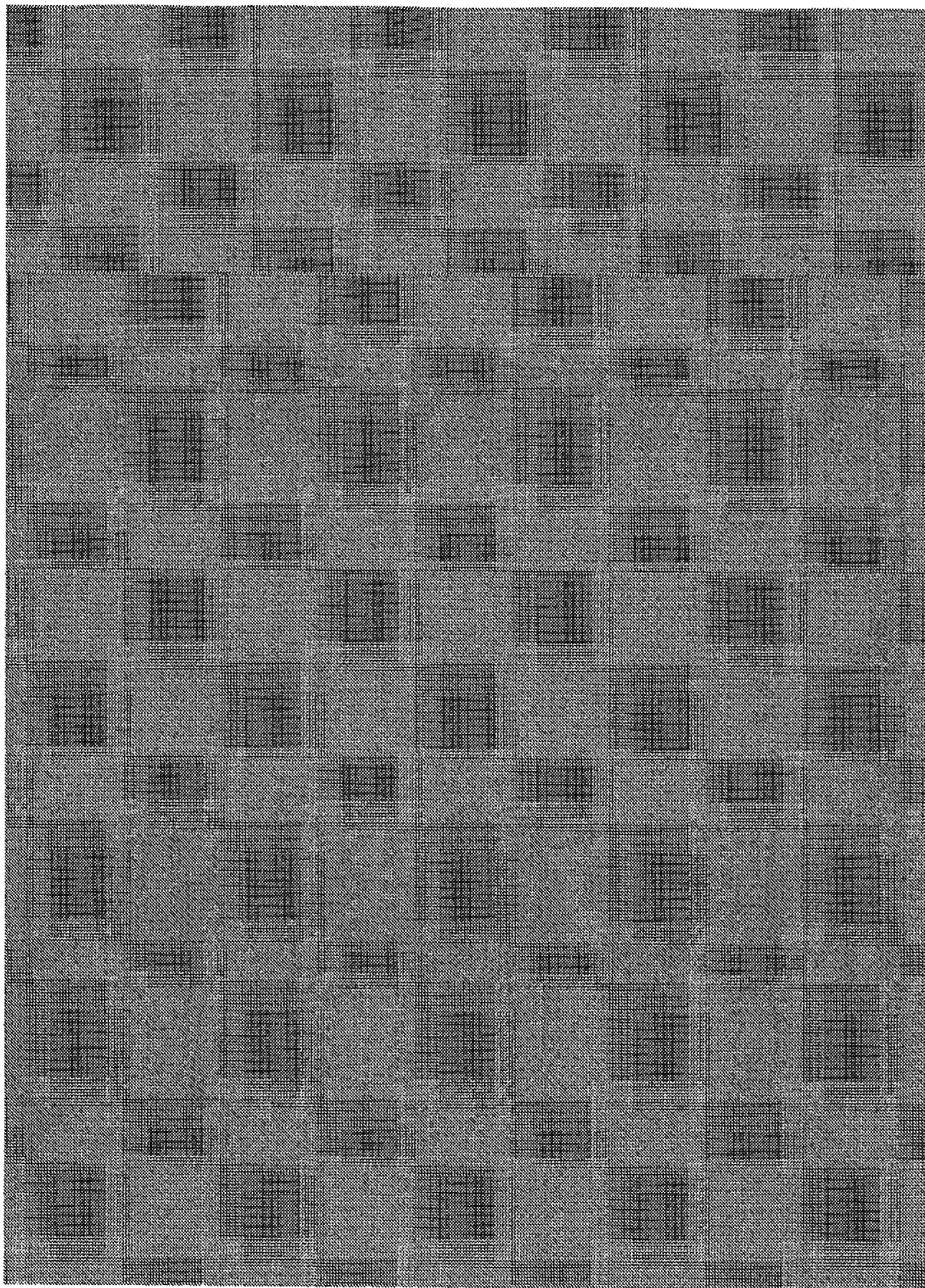
Name: Anne T. Arnold

Title: VP, CORPORATE DEVELOPMENT  
AND SECRETARY OF HIA

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Schedule IAssigned Intellectual PropertyTrademarks

Mark Name	Country	Class Number	Goods/Services	Registration Number	Registration Date	Application Number	Application Date	Next Renewal Date	Status
DETECTALITE	United States	9	Electro-optical apparatus, comprising a light transmitter, light sensor and relay control box, for detecting movement of parts with respect to a machine and producing an electrical signal for controlling the machine	920173	9/14/1971	72/360819	5/25/1970	9/14/2011	Registered
DIPRO	United States	9	Electronic monitor and controller for metal forming and fabricating equipment	1535118	4/18/1989	73/749286	8/30/1988	4/18/2019	Registered
PROCAM	United States	9	Electronic monitor and controller for metal forming and fabricating equipment	1534094	4/11/1989	73/749432	8/31/1988	4/11/2019	Registered
PROPAC	United States	9	Electrical, electronic, and electro-optical controls, sensors, and monitors for detecting, measuring and recording dimensions, and parameters, namely temperature, pressure, and current, and other variable phenomena for industrial machinery	2406801	11/21/2000	75/484635	5/13/1998	11/21/2010	Registered
RAMPAC	United States	9	Electrical, electronic and electro-optical controls, sensors and monitors for detecting, measuring and recording position and pressure data for industrial machinery	2551927	3/26/2002	76/062529	6/5/2000	3/26/2012	Registered

Schedule I-1

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SHADOW	United States	9	Photoelectric system, comprising light transmitter and light responsive receiver, for detecting motion or presence	1373572	12/3/1985	73/531614	4/11/1985	12/3/2015	Registered
WINTRISS	United States	9	Electrical, electronic, and electro-optical controls, sensors, and monitors for industrial machinery	1458028	9/22/1987	73/531618	4/11/1985	9/22/2017	Registered
AUTOSET	United States	9	Electrical, electronic, and electro-optical controls, sensors, and monitors for industrial machinery			77549582	8/18/2008		Application

**Patents**

Country	Application No.	Application Date	Patent No.	Grant Date	Title
USA	07/973059	11/6/1992	5455848	10/3/1995	MALFUNCTION DETECTION SYSTEM FOR INTERMITTENT EVENTS
USA	09/398574	9/17/1999	6420974	7/16/2002	CONTROL SYSTEM FOR PRESSURE-SENSITIVE PROTECTIVE DEVICES

**Domain Names:**

- www.wintriss.com
- www.smartpac2.com

**Software:**

- Wintriss Subsequent Works, as defined in the Intellectual Property License Agreement

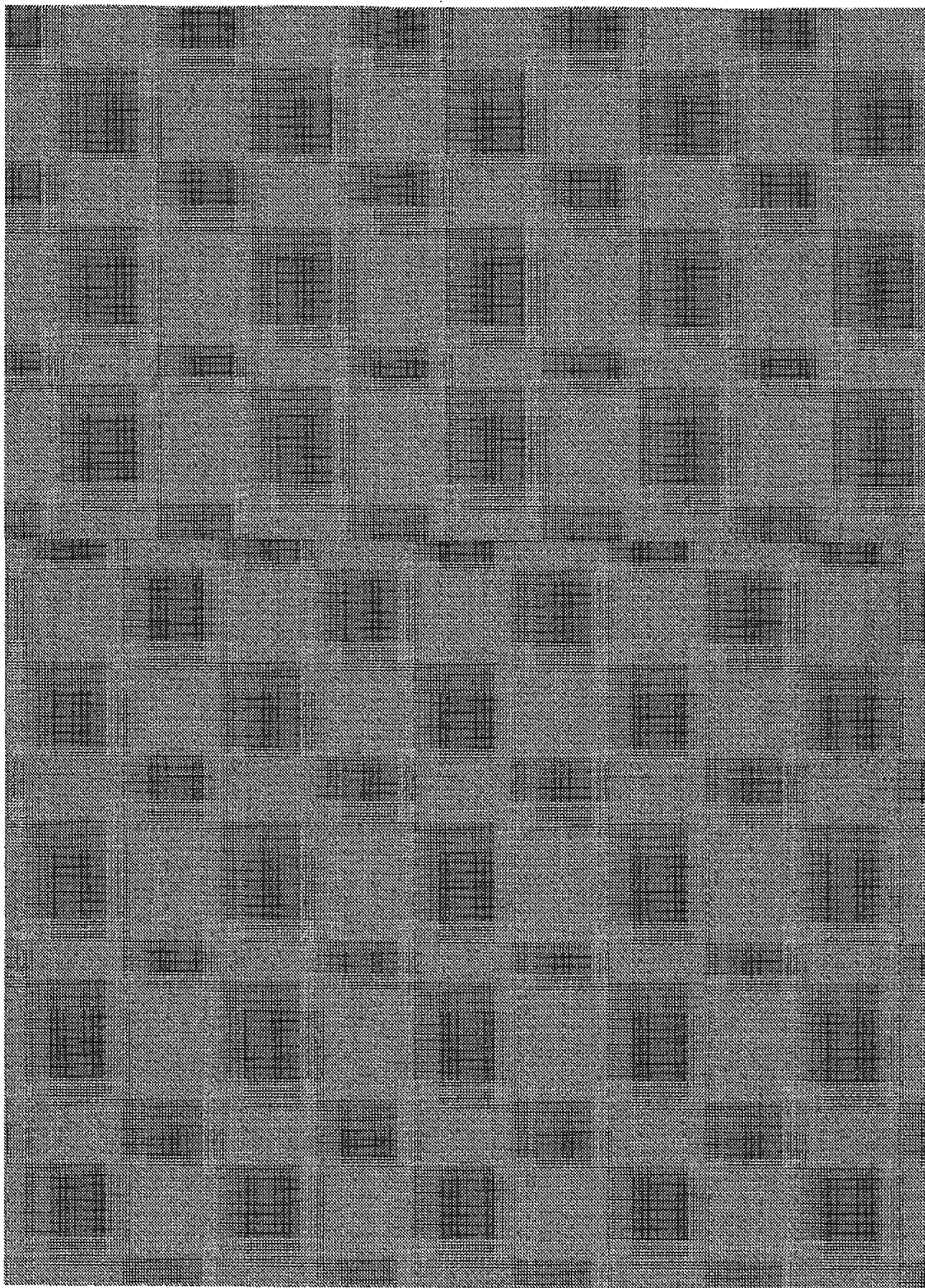
Schedule I-2

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Schedule II

Certain Retained Assets

All assets (tangible and intangible) relating to information technology, financial audit, treasury and accounting (including support relating to accounts payable and accounts receivable), GE Capital Discount Terms Services, risk management, legal and contract, tax and payroll tax reporting, HRIS, benefit administration, payroll, salary planning, employee and manager self-sufficiency tools, learning management system, recruiting /job posting, performance and development, procurement, travel planning and expense reporting, order management, quality management, site management, product delivery, supply chain, relocation and employee credit card services and associated corporate functions

Employee phone cards

Two leased Business vehicles used by Business service technicians not based in Acton, Massachusetts

All information technology equipment and software licenses, including PC software (including Microsoft applications), ERP software (including Oracle applications), software license agreements, leased personal computers, printers, Xerox MFD machines, postage machines, local or remote servers, phone system, network circuits, network hardware or design engineering services

Licensed Technology, as defined in the Intellectual Property License Agreement

Schedule II-1

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Schedule IIICertain Retained Contracts

Lease, dated March 23, 2006, between Valerie A. Colbert, Trustee of Acton Tech Center Realty Trust and Honeywell International Inc. as to a portion (approximately 40,000 square feet) of 100 Discovery Way, Acton, Massachusetts

Long Term Supply Agreement, dated November 12, 2007 between Honeywell International Inc., acting by and through its Honeywell Process Solutions business unit, and Welco Technology (Suzhou) Limited

All Contracts relating to the Retained Assets, including the following:

Agreement	Description
Software License dated as of 5/1/1997 between Honeywell International Inc. and Software Spectrum, Inc.	Intel Based Software Products Purchased Under this Agreement
Software License dated as of 2/3/2002 between Honeywell and Microsoft	Microsoft Select 4.1 (Office 2003/2007)
Software License dated as of June 2004 between Honeywell and Microsoft	Microsoft Enterprise Office 2003/2007 Select Agreement 01E61981
Software License between Honeywell and Microsoft	Microsoft Exchange 5.5 and Exchange 2003
Software License dated as of 1/23/2001 between Honeywell International Inc. and Minitab Enterprise	MiniTab
Software License dated as of 2/27/1999 between Honeywell International Inc. and Oracle Corporation	Enterprise-wide / Mfg., Financials, Database & E-procurement
Honeywell International agreement with Oracle	(iBuy) Hosted on corporate instance of oracle and facilitates purchase of indirect material and services
Honeywell International agreement with Oracle	(Expense Reporting) Oracle expense reporting tool covered under the Oracle / Honeywell agreements
License dated as of 4/30/2002 between Honeywell International Inc. and International Business Machines Corporation	Infrastructure outsource
License dated as of 6/25/1999 between Honeywell International Inc. and AT&T Solutions Inc.	Infrastructure outsource
License between Honeywell International Inc. and British Telecom	Infrastructure outsource
License between Honeywell International Inc. and Verizon	Infrastructure outsource
Software License dated as of 3/31/00 between Honeywell International Inc. and PeopleSoft	PeopleSoft HR and Payroll
Software License dated as of 5/1/2002 between Honeywell International Inc. and Network Associates, Inc.	Anti-virus
Service Agreement dated 4/1/01 between Honeywell and GE Capital Card Services	(ProCard / Paris) GE issued MasterCard and Paris web cost assignment tool for the procurement of indirect and direct material

Schedule III-2

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Agreement	Description and services
Service Agreement dated 8/30/99 between Honeywell and Hyperion	Management financial reporting consolidation
License agreement dated 2003 between Honeywell and Taxware	(Taxware) Sales tax calculations on statements and invoices
Myproject in-house developed as a corporate application	Repository of all productivity projects throughout the company
License agreement between Honeywell International Inc. and eProject Inc.	eProject Enterprise Web-based project management and collaboration.
License agreement between Honeywell International Inc. and Cognos Inc.	Consolidation and Financial Reporting
License agreement between Honeywell International Inc. and Concur Technologies Inc.	Concur Expense Travel and Expense Reporting System
License agreement between Honeywell International Inc. and Fiberlink Global Remote	Remote Access
Sales Force Dot Com (SFDC)	Customer Relations, Repair and Overhaul - Externally Hosted service requires per user per license access

Schedule III-3

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### INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Agreement") is made this thirteenth day of October, 2009, by and between Wintriss Controls Group, LLC, a Delaware limited liability company ("Assignee"), and Honeywell International Inc., a Delaware corporation ("Assignor").

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated as of October 1, 2009 (the "Asset Purchase Agreement"); and

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement, Assignor agreed to sell, assign, transfer, convey and deliver to Assignee all Assigned Intellectual Property, including the patents and patent applications set forth on Schedule A, the trademark applications and registrations set forth on Schedule B, the domain name registrations set forth on Schedule C and the software described on Schedule D. Capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

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:

1. Assignment. Assignor does hereby sell, assign, transfer, convey and deliver unto Assignee, as of the date first above written, all of its right, title and interest in and to the Assigned Intellectual Property.
2. License. Assignee does hereby grant to Assignor and its Affiliates an irrevocable, worldwide, perpetual, non-exclusive, royalty-free license under the patents listed in Schedule A ("Assigned Patents") to make, have made, use, sell, offer to sell, lease, distribute, import, export, and otherwise dispose of Assignor's products. Assignee, on behalf of itself and its Affiliates and its and their successors and assigns, covenants not to sue or assert the Assigned Patents against Assignor, its Affiliates, and its and their respective successors and assigns, or any and all third parties for infringement of the Assigned Patents resulting from such third parties' making, having made, using, selling, offering to sell, or importing Assignor's products. The foregoing license and covenant shall run with the title to the Assigned Patents, and Assignee shall so bind any assignee or other party to whom Assignee may convey an interest in the Assigned Patents.
3. Governing Law. Any and all claims, disputes or controversies in any way arising out of or relating to (a) this Agreement, (b) any breach, termination or validity of this Agreement, (c) the transactions contemplated hereby or (d) any discussions or communications relating in any way to this Agreement or transactions contemplated hereby, and the existence or validity of any and all defenses to such claims, disputes or controversies, shall be governed and

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resolved exclusively by the laws of the State of New York, notwithstanding the existence of any conflict of laws principles that otherwise would dictate the application of any other state's law. Each party irrevocably and unconditionally waives any right to object to the application of New York law or argue against its applicability to any of the matters referenced in the immediately preceding sentence.

4. Construction. This Agreement is delivered pursuant to and is subject to the Asset Purchase Agreement. In the event of any conflict between the terms of the Asset Purchase Agreement and the terms of this Agreement, the terms of the Asset Purchase Agreement shall prevail.
5. Counterparts. This Agreement may be executed simultaneously in one or more counterparts (including by facsimile or electronic .pdf submission), and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.

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

WINTRISS CONTROLS GROUP, LLC

By: 

Name: Lawrence T. Lowen  
Title: Authorized Signatory

HONEYWELL INTERNATIONAL  
INC.

By: 

Name: Brian S. Cook  
Title: VP, Corp. Dev.

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