

12-23-2003



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OMB No. 0651-0027 (exp. 6/30/2005)

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Willi J. Smith

12/12/03

2. Name and address of receiving party(ies)

Name: Honeywell International Inc.

Internal Address: _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Street Address: 101 Columbia Road

City: Morristown State: NJ Zip: 07962

Execution Date: DECEMBER 12, 2003

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) _____

B. Patent No.(s) _____

10737381

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Ephraim Starr

Internal Address: _____

Street Address: Honeywell International Inc.

23326 Hawthorne Blvd., #200

City: Torrance State: CA Zip: 90505

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

01-1125

12/23/2003 BYRNE 00000007 011125 10737381

DO NOT USE THIS SPACE

9. Signature.

Ephraim Starr

Name of Person Signing

Signature

Dec. 11, 2003

Date

Total number of pages including cover sheet, attachments, and documents:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT

Assignment before issue of Letters Patent

Honeywell File No: **H0004442**

WHEREAS, Willi J. Smith resident of Torrance, California,
(hereinafter "Assignor") has invented certain new and useful improvements in

HEAT EXCHANGER THERMAL INDICATOR

(hereinafter "invention") for which Assignor is making or has made application for **LETTERS PATENT OF THE UNITED STATES**, which application has been duly executed by Assignor on even date herewith;

AND WHEREAS, Honeywell International Inc., a corporation organized and existing under the laws of the State of Delaware, U.S.A., having a place of business at Columbia Road and Park Avenue, Morris Township, Morris County, New Jersey, U.S.A., hereinafter called the Assignee, is desirous of acquiring the entire right, title and interest in and to said invention within the United States of America and its territorial possessions and all foreign countries and any United States or foreign **LETTERS PATENT** that may be granted therefor.

NOW, THIS INDENTURE WITNESSETH, that for good and valuable considerations, the receipt whereof is hereby acknowledged, Assignor has assigned, sold and transferred, and does hereby assign, sell and transfer to the said Assignee the entire right, title and interest in and to the said invention, within the United States of America and its territorial possessions and all foreign countries and in and to any **LETTERS PATENT** of the United States and foreign countries, including utility models, inventor's certificates and like government grants, and all divisions, reissues, continuations and extensions thereof that may be granted therefor, and the right to apply for **LETTERS PATENT** in foreign countries with full benefit of such priorities as may now or hereafter be granted to Assignor by local laws or by treaty, including any international convention, for the protection of industrial property, together with the right to extend the protection of said **U.S. LETTERS PATENT** to the various territorial possessions now owned or which may be hereafter acquired by the United States of America, all said rights to be held and enjoyed by the Assignee for its own use and benefit, and for the use and benefit of its successors or assigns, to the full end of the term for which said **LETTERS PATENT** may be granted, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made. And Assignor does hereby request and authorize the Commissioner of Patents and Trademarks, U.S.A., to issue said **U.S. LETTERS PATENT**, when granted, in accordance with this assignment.

Assignor further covenants and agrees with the Assignee that Assignor has a full and unencumbered title to the invention hereby assigned, which title Assignors warrant unto the Assignee, and Assignor further agrees that Assignor will, without demanding any further consideration therefor, at the request but at the expense of the Assignee, do all lawful and just acts, including the execution and acknowledgment of instruments, that may be or become necessary for obtaining, sustaining, extending, reissuing or reexamining United States and foreign **LETTERS PATENT** or the like for the said invention, and for maintaining and perfecting the Assignee's right to said invention, and for maintaining and perfecting the Assignee's right to said invention and **LETTERS PATENT** particularly in cases of interference, conflict, opposition and litigation.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 12 day of DECEMBER, 2003

Will Smith

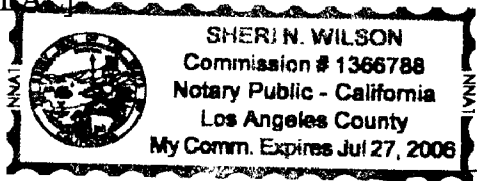
Name: WILLI J. SMITH

STATE OF California)
) ss.:
COUNTY OF Los Angeles)

On this 12th day of DECEMBER, 2003 before me personally appeared

to me known ~~proved to me on the basis of satisfactory evidence~~ and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

[SEAL]



[Signature]

Notary Public

ASSIGNMENT Smith, Willi J.	TO HONEYWELL INTERNATIONAL INC.	INVENTION: HEAT EXCHANGER THERMAL INDICATOR	HONEYWELL INTERNATIONAL FILE NO: H0004442	Honeywell International Inc. Ephraim Starr 23326 Hawthorne Blvd. Suite 200 Torrance, CA 90505
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