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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Alaim Lombard; Patrick Masson; Sebastian Ferrai; Jean Luc Perrin

2. Name and address of receiving party(ies) Name: Honeywell International, Inc. Internal Address:

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other 1/16/06 Execution Date:

Street Address: 101 Columbia Road City: Morristown State: NJ Zip: 07962 Additional name(s) & address(es) attached?

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) 11/289,217 B. Patent No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed: Name: John C. James Internal Address: Street Address: 23326 Hawthorne Blvd, Ste 200 City: Torrance State: CA Zip: 90505

6. Total number of applications and patents involved: 7. Total fee (37 CFR 3.41).....\$ 40.00 [] Enclosed [X] Authorized to be charged to deposit account 8. Deposit account number: 01-1125

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9. Signature: John C. James (40,660) Name of Person Signing [Signature] Signature 2/2/06 Date

Total number of pages including cover sheet, attachments, and documents: 7

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

02/10/2006 DBYRNE 00000209 011125 11289217 01 FC:0021 (40.00 DA)

PATENT REEL: 017533 FRAME: 0084

WHEREAS, **Alain R. Lombard, of Uaegney, France; Sebastian Ferrari, of Thaon Les Voges, France; Jean Luc Perrin, of Girmont, France; and Patrick Masson, of Urzmenil, France**

(hereinafter "Assignors") have invented certain new and useful improvements in

Variable-Nozzle Turbocharger With Integrated Bypass

(hereinafter "invention") for which Assignors are making or have made application for Letters Patent of The United States, Which Application has been duly executed by Assignors 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, Assignors have assigned, sold and transferred, and do 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 Assignors 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 Assignors do 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.

Assignors further covenant and agree with the Assignee that Assignors have a full and unencumbered title to the invention hereby assigned, which title Assignors warrant unto the Assignee, and Assignors further agree that Assignors 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 16 day of Jan, 2006


Alain R. Lombard

As Witnesses by:



Stephane PEES
Printed Witness Name

IN TESTIMONY WHEREOF, I have hereunto set my hand this 16 day of Jan, 2006


Sebastian Ferrari

As Witnesses by:




VALEUCE M. ...
Printed Witness Name

IN TESTIMONY WHEREOF, I have hereunto set my hand this 16 day of Jan, 2006


Jean Luc Perrin

As Witnesses by:


Printed Witness Name Stephane Demouel

IN TESTIMONY WHEREOF, I have hereunto set my hand this 16 day of Jan, 2006


Patrick Masson

As Witnesses by:



JEROME NITKA
Printed Witness Name: