

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
SOUND ALERT LIMITED	10/16/2003
RECEIVING PARTY DATA	
Name:	HONEYWELL INTERNATIONAL INC.
Street Address:	3825 Ohio Avenue
City:	St. Charles
State/Country:	ILLINOIS
Postal Code:	60174
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6201470
CORRESPONDENCE DATA	
Fax Number:	(312)655-1501
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-655-1500
Email:	paul.vargo@huschblackwell.com
Correspondent Name:	HONEYWELL INTERNATIONAL INC.
Address Line 1:	101 Columbia Road
Address Line 2:	P. O. Box 2245
Address Line 4:	Morristown, NEW JERSEY 07962-2245
ATTORNEY DOCKET NUMBER:	8364-85388
NAME OF SUBMITTER:	Paul M. Vargo
Total Attachments: 9 source=6201470LicenseAgreement#page1.tif source=6201470LicenseAgreement#page2.tif source=6201470LicenseAgreement#page3.tif source=6201470LicenseAgreement#page4.tif	

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LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into on _____, 2003 ("Effective Date"), by and between Sound Alert Limited, a company incorporated in England, having a principal place of business at 5th Floor, Century House, St. Peter's Square, Manchester M2 3DN (hereinafter referred to as "LICENSOR"), and Honeywell International Inc., a Delaware corporation, acting through its System Sensor business having a principal place of business at 3825 Ohio Avenue, St. Charles, IL 60174 (hereinafter referred to as "LICENSEE").

RECITALS

WHEREAS, LICENSOR is the owner of certain patents and patent applications as hereinafter defined;

WHEREAS, LICENSEE wishes to obtain certain rights with respect to such patents and patent applications; and

WHEREAS, LICENSOR is willing to grant a license to LICENSEE on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth and the parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1. "Calendar Year" means a one-year period commencing on January 1 and ending on December 31.
- 1.2. "Field of Use" means the field of building evacuation – for example a directional sound evacuation or egress system for use in, but not limited to Offices, Shops, Public Buildings, Industrial premises, Hotels Conference Centers. Domestic residences are excluded. .
- 1.3. "Know-how" means any and all confidential or proprietary information (including, but not limited to, that comprised in formulae, algorithms, techniques, designs, processes, specifications, drawings computer software, components lists and instructions) disclosed by LICENSOR to LICENSEE whether prior to or after the Effective Date including, but not limited to, all such information relating to:
 - (a) the composition or production of Licensed Products;
 - (b) the design, development, manufacture, functioning or use of Licensed Products; and
 - (c) the interfacing and/or integration of Licensed Products with other devices.

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- 1.5 "Licensed Patents" means the patents and patent applications listed in Schedule A, which is incorporated by reference thereto and made an integral part hereof, including any patents issued pursuant thereto, and any and all divisions, continuations, revivals, re-examinations, reissues, renewals, and/or extensions thereof or any foreign or other application or patent claiming priority to any such patent or application.
- 1.6 "Licensed Product" means, any product manufactured for sale by the LICENSEE utilizing the LICENSOR patented intellectual property as referenced and listed in Schedule A.
- 1.7 "Party" or "Parties" means, respectively, a signatory to this Agreement, or both signatories.
- 1.8 "Subsidiary(ies)" means a corporation or other entity more than 50% of whose voting stock (or right to appoint directors or other managing authority) is owned or controlled directly or indirectly by a Party, but only so long as such ownership or control is in effect.
- 1.9 "Territory" means world-wide

ARTICLE 2. GRANTS

- 2.1 LICENSOR hereby grants to LICENSEE and its Subsidiaries a non-exclusive, royalty-bearing, license under the Licensed Patents to make, have made, use, sell, offer to sell, lease, import, export, and otherwise dispose of Licensed Products in the Territory in the Field of Use.
- 2.2 The foregoing grant includes a license under the Licensed Patents and a license to use the Know-how. LICENSOR shall use all reasonable efforts:
- (a) as soon as practicable after the Effective Date to disclose the Know-how and provide the technical assistance necessary to enable the LICENSEE to exercise the licenses granted hereunder for the purpose of producing Licensed Products in accordance with the terms hereof; and
 - (b) at any time after the Effective Date to make available its technical personnel to provide such additional technical assistance on a project-by-project basis as the LICENSEE may from time to time reasonably request on the LICENSOR's standard terms and conditions and at charge rates current from time to time provided that such charge rates offered to the LICENSEE shall be at least as favorable as those charged to any of the LICENSOR's other licensees.
- 2.3 LICENSOR covenants not to assert any intellectual property outside the scope of this Agreement against LICENSEE where assertion of such intellectual property prevents LICENSEE from practicing the licenses granted hereby.

- 3.1 LICENSEE shall pay to LICENSOR as a one-time licensee fee of [REDACTED] U.S. dollars (\$U.S. [REDACTED] net of any withholding taxes (except taxes due on LICENSOR's net income).
- 3.2 In addition to the license fee specified in Section 3.1, LICENSEE shall pay to LICENSOR a royalty of USA \$[REDACTED] for each Licensed Product sold.

ARTICLE 4. PAYMENTS AND RECORDS

- 4.1 Within sixty (60) days of the Effective Date, LICENSEE shall pay to LICENSOR the license fee specified in Section 3.1.
- 4.2 LICENSEE agrees to keep accurate books and records sufficient to permit an accurate accounting of the royalties due under this Agreement. Not later than the last day of each January, April, July, and October, for the term of this Agreement, LICENSEE shall furnish to LICENSOR a written statement of all amounts due pursuant to Section 3.2 for the quarterly periods ended the last days of the preceding December, March, June, and September, respectively, and shall pay to LICENSOR all amounts due in U.S. dollars.
- 4.3 LICENSOR recognizes that such LICENSEE statements and payments contain sensitive and confidential sales information of LICENSEE. LICENSOR shall maintain the statements confidential and make no use of the statements and payments or the figures contained therein for any purpose other than verification of royalties due under this Agreement.
- 4.4 Whenever any payment to LICENSOR is required by this Agreement, such payment shall be made by wire transfer to:
- National Westminster Bank
Account: Sound Alert Technology Plc
Account: 98825453 Sort Code: 01-09-17
- or at such other place as LICENSOR may designate to LICENSEE.
- 4.5 LICENSEE agrees to permit LICENSOR, or an auditor appointed by LICENSOR, to have access to the records to be kept by LICENSEE and to examine and inspect the same, during business hours, not more than once during each Calendar Year to determine the accuracy of the reports and payments made by LICENSEE. Any such audit shall be requested within one (1) year following LICENSOR's receipt of a royalty report to which the requested audit pertains.
- 4.6 LICENSOR will credit to LICENSEE any amount of any overpayment of royalties made in error that is identified and fully explained in a written notice to LICENSOR delivered within twelve (12) months after the due date of the payment that included such alleged overpayment, provided that LICENSOR is able to verify, to its own reasonable satisfaction, the existence and extent of the overpayment.

- 4.7 No royalty shall be due or payable by LICENSEE under this Agreement for direct sales of Licensed Products by LICENSEE to LICENSOR or to the United States Government or any of its agencies for Governmental purposes.
- 4.8 No multiple royalties shall be payable under this Agreement because the Licensed Product(s), their manufacture, lease or sale are or shall be covered by more than one patent or patent application within the Licensed Patents or shall also be covered by any rights in Know-how or shall constitute a LICENSEE improvement or be used in conjunction with one or more LICENSEE Improvements (to the extent addressed in this Agreement).
- 4.9 A Licensed Product may be treated by LICENSEE as not licensed and not subject to royalty with respect to sales of such Licensed Product if the purchaser is licensed under the same Licensed Patents to have such Licensed Product made, sold, exported, and/or imported, and the purchaser advises LICENSEE, in writing at or prior to the time of such sale, that it is exercising its own license under the Licensed Patents with respect to such manufacture, sale, exportation, and/or importation.
- 4.10 In the event that any individual patent of the Licensed Patents are found invalid or unenforceable in any country by a court of competent jurisdiction during the term of this Agreement, LICENSEE's obligations to pay royalties shall cease with respect such Licensed Patent. Any termination as a result of the Licensed Patent being found invalid or unenforceable shall not affect LICENSEE's obligations to pay any royalties due as a result of activities occurring prior to such time.
- 4.11 Within sixty (60) days of termination of this Agreement for any reason, LICENSEE shall submit a terminal report and pay to LICENSOR all amounts due, but not yet paid.

ARTICLE 5. REPRESENTATIONS AND DISCLAIMER OF WARRANTIES

- 5.1 LICENSOR represents and warrants that as of the Effective Date it is the sole and exclusive assignee of the entire right, title and interest in the Licensed Patents.
- 5.2 LICENSOR represents and warrants that it has the right to grant the license and rights granted herein and that it does not and will not have any agreement with any third party that conflicts in any way with LICENSOR's obligations under this Agreement.
- 5.3 LICENSOR represents and warrants that Schedule A sets forth all patents and applications for patent that are owned, controlled by or licensed to the LICENSOR that are necessary to exercise the licenses granted to the LICENSEE herein. Further, LICENSOR represents and warrants that Schedule A sets forth all patents and applications for patent that are owned, controlled by or licensed to LICENSOR having claims directed to the LICENSOR's technology generally described in U.S. Patent No. (08/983276) or the manufacture, use or sale thereof.
- 5.4 LICENSOR represents and warrants that LICENSEE does not need any license or right that is owned by LICENSOR not already provided under this Agreement, that is necessary or useful for LICENSEE to use or practice the Licensed Patents.

- 5.5 LICENSOR represents and warrants that the issued claims of the Licensed Patents are valid and enforceable.
- 5.6 LICENSOR represents and warrants that the exercise of the licenses granted hereunder does not infringe the intellectual property rights of any third parties.
- 5.7 EXCEPT AS EXPRESSED HEREIN, NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO BE A REPRESENTATION OR WARRANTY BY LICENSOR OF THE VALIDITY OF ANY OF THE LICENSED PATENTS.

ARTICLE 6. TERMINATION

- 6.1 This Agreement and license shall commence on the Effective Date and shall terminate upon the expiration or invalidation of each individual patent of the Licensed Patents, in each country where they are registered, or upon the abandonment of the last to be abandoned of any patent applications included herein, whichever is later, unless otherwise terminated in accordance with other provisions of this Agreement or by mutual agreement of the Parties in writing.
- 6.2 By written notice to LICENSOR, LICENSEE may terminate all or a specified portion of the licenses and rights granted hereunder. Such notice shall specify the effective date (not less than one (1) month from the date of said notice) of such termination and shall clearly specify any affected patent, invention or product.
- 6.3 LICENSOR may terminate this Agreement upon thirty (30) days written notice if LICENSEE fails to perform any obligation under this Agreement, including the full payment of any fees or royalties due under this Agreement, and such failure is not cured within sixty (60) days after notice thereof.

ARTICLE 7. MISCELLANEOUS

- 7.1 Any communications, statements, reports, and notices with respect to this Agreement shall be deemed to have been duly given, unless specifically provided otherwise in this Agreement, when made in writing and delivered in person, on the date when sent by facsimile transmission with receipt of confirmation, or when mailed (by registered or certified mail, return receipt requested), postage prepaid, addressed to the Party concerned at its address set forth below or to such address as the Parties may provide to each other in writing from time to time:

LICENSOR: Mike Lunch
Sound Alert Technology plc
Old Village Hall
The Street
Effingham
Surrey
KT22 5JS
United Kingdom

Tel: +44 (0)1372 456037
Fax: +44 (0)1372 450594
Mob +44 (0)7802 909090

with a copy to:
LICENSOR Law Department

and

LICENSEE: Paul Sistare
System Sensor
3825 Ohio Avenue
St Charles, IL 60174
Tel: (630) 377-6580
Fax: (630) 377-6985

with a copy to:

LICENSEE Law Department
ACS Chief Intellectual Property Counsel

- 7.2 During the term of this Agreement, it will be necessary for LICENSOR and LICENSEE to divulge proprietary confidential information to one another. LICENSOR and LICENSEE shall make a good faith effort to hold one another's proprietary confidential information in confidence during the term of this Agreement and for five (5) years thereafter. The standards observed by the Parties in this good faith effort shall be the same as the standards applied to the maintenance of their own confidential records, which shall in no event be less than reasonable. However, neither Party shall be obliged to treat as confidential any information which (i) is public information or becomes public information through no breach of this Agreement; (ii) is already known to them at the time of disclosure by the other Party, or is subsequently disclosed to them by a third party having the right to so disclose; (iii) is independently developed by personnel having no access or knowledge of the Know-how; or (iv) is required to be disclosed by court order or by law. In the event that either Party is required to make a disclosure of the other's confidential information under subparagraph (iv) of the previous sentence, it shall provide prior notice to the other Party and a reasonable opportunity to object to such disclosure before it occurs. LICENSEE shall be free to disclose LICENSOR's Know-How to potential sub-licensees, provided that such potential sub-licensees have been bound by a confidentiality agreement having terms and conditions similar in scope to this paragraph.
- 7.3 The waiver of a breach hereunder may be effected only in writing signed by the waiving Party and shall not constitute a waiver of any other breach. If at any time either LICENSEE or LICENSOR shall elect not to assert its rights under any provision of this Agreement, then such action or lack of action in that respect shall not be construed as a waiver of its rights under such provisions, or any other provisions of this Agreement.
- 7.4 Except as expressly provided in this Agreement, the Parties shall not assign this Agreement without the prior written consent of the other Party. This Agreement may be assigned by either Party without the prior written consent of the other Party through merger, acquisition, consolidation, reorganization, or voluntary sale, or transfer of substantially all or all of the assigning Party's assets. Further, this Agreement may be assigned by either Party without the prior written consent of the other Party as part of the sale of substantially all of the business to which the Agreement pertains.
- 7.5 This Agreement shall be construed in accordance with the laws of the State of New York of the United States of America without giving effect to any conflict of laws provision thereof, except that questions affecting the construction and effect of any patent shall be determined by the law of the country in which the patent is pending or granted.
- 7.6 LICENSOR agrees that this is a license for intellectual property as that term is defined in § 101 of the Bankruptcy Code. Licensor further agrees that any enhancement to or

improvements of the intellectual property licensed hereunder, whenever made, are also intellectual property as defined in § 101 of the United States Bankruptcy Code and that LICENSEE is entitled to retain the benefits of such enhancements or improvements pursuant to § 365(n) of the United States Bankruptcy Code.

- 7.7 This Agreement is subject to all applicable laws and regulations of the U.S. Government. Each Party shall be responsible for obtaining any necessary import licenses, export licenses or other governmental authorizations required in connection with any disclosure by it under this Agreement, including disclosures to foreign nationals located within a facility of a Party hereto, as the case may be. Furnishing of information shall be subject to prior receipt of all necessary governmental approvals.
- 7.8 There shall be no liability on either Party on account of any loss, damage, or delay occasioned or caused by strikes, riots, fires, insurrection or the elements, embargoes, failure of carriers, acts of God or of the public enemy, compliance with any law, regulation or other governmental order, or any other causes beyond the control of either Party, whether or not similar to the foregoing.
- 7.9 While LICENSOR and LICENSEE may disclose to customers, prospective licensees, and others the existence of this Agreement, the nature, purposes, and terms of this Agreement shall be deemed confidential and not be disclosed by either Party without the prior written consent of the other Party except to the extent that production of this Agreement is required by law or in any pending litigation involving the Licensed Patents. Further, neither Party shall issue any press release with respect to this Agreement without the prior written approval of the other Party.
- 7.10 Nothing contained in this Agreement shall be construed as a teaming, joint venture, partnership, or other similar association between the Parties. It is understood and agreed that neither Party is, by this Agreement or anything contained herein, an agent or representative of the other Party for any purpose whatsoever, nor shall anything contained herein be deemed or construed as granting a Party any right or authority to assume or create any obligation or responsibility, express or implied, for or on behalf of or in the name of the other Party in any way or manner whatsoever.
- 7.11 The existence or absence of any term or condition of this Agreement shall not be used in the construction or interpretation of any other agreement between the Parties. The existence or absence of any term or condition of any other agreement between the Parties shall not be used in the construction or interpretation of this Agreement. Both Parties agree that they have come to a meeting of the minds on the terms stated in this Agreement.
- 7.12 The Parties agree that if any part, term, or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.
- 7.13 When the context so requires, references herein to the singular numbers include the plural and vice versa and pronouns in the masculine or neuter gender include the feminine. The headings contained in this Agreement and the tables of contents, exhibits, annexes, and schedules are for reference purposes only and shall not affect the meaning or interpretation

of this Agreement. Any reference contained herein to an article of this Agreement shall be meant to refer to all subsections of that article.

- 7.14 The representatives signing on behalf of the Parties to this Agreement acknowledge that they have reviewed and understand this Agreement and hereby represent that each has full power and authority to execute this Agreement and bind the respective Parties hereto.
- 7.15 This Agreement represents the entire understanding between the Parties, and supersedes all other agreements, express or implied, between the Parties concerning the Licensed Patents. This Agreement may be altered only by a writing signed by both Parties.
- 7.16 This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN CONSIDERATION OF THE FOREGOING TERMS AND CONDITIONS, the Parties have caused this Agreement to be executed by duly authorized representatives of the Parties on the dates and at the places as set forth below.

LICENSOR

By: [Signature]
Name: MICHAEL LUNCH
Title: Managing Director
Date: 16th October 2003

Witness: [Signature]
Name: PATRICIA BLEASBY
Address: 17 ORCHARD Gdns
EFFINGHAM SURREY
KT24 5NR

LICENSEE

By: [Signature]
Name: Roger Feder
Title: Prop.
Date: Oct. 27, 2003

Witness: [Signature]
Name: Nuzanne V. Romeo
Address: 140 Berry Hill Rd.
Niagara NY 11991

SCHEDULE A: LICENSED PATENTS

Title / Originates From	Status	Country	Application/Patent No.
Improvements relating to Locating Devices PCT/GB96/01420 (WO 97/03424) Priority dates: 7.7.95 (9513887.1) 17.10.95 (9521203.1) Filing date: 17.6.96	Granted	GB	96128012 (GB 2303235) (Granted 4.3.98)
	Granted	GB	9726014.5 (GB 2318662) (Granted 4.11.98)
	Granted (Registered)	Hong Kong	98110159.9 (HK 10093.51)
	Granted	Hong Kong	98110108.7
	Pending	EP	96917604.9
	Accepted and passed for grant	USA	08/983276
	Pending	Canada	2,226,353
	Granted (Accepted)	Australia	60124/96 (Granted : 22.10.99)
	Pending	Japan	9-505575