

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Eric Barton</td> <td>12/12/2011</td> </tr> <tr> <td>Cary Leen</td> <td>12/13/2011</td> </tr> <tr> <td>Stan Zywicki</td> <td>12/12/2011</td> </tr> </tbody> </table>		Name	Execution Date	Eric Barton	12/12/2011	Cary Leen	12/13/2011	Stan Zywicki	12/12/2011
Name	Execution Date								
Eric Barton	12/12/2011								
Cary Leen	12/13/2011								
Stan Zywicki	12/12/2011								
RECEIVING PARTY DATA									
Name:	Honeywell International Inc.								
Street Address:	101 Columbia Road								
City:	Morristown								
State/Country:	NEW JERSEY								
Postal Code:	07962								
PROPERTY NUMBERS Total: 1									
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13325315</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13325315				
Property Type	Number								
Application Number:	13325315								
CORRESPONDENCE DATA									
Fax Number:	(612)359-9349								
Phone:	612.677.9050								
Email:	Lynn.Thompson@stwiplaw.com								
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>									
Correspondent Name:	Seager, Tufte & Wickhem LLC								
Address Line 1:	1221 Nicollet Avenue								
Address Line 2:	Suite 800								
Address Line 4:	Minneapolis, MINNESOTA 55403								
ATTORNEY DOCKET NUMBER:	1161.1612101								
NAME OF SUBMITTER:	Brian N. Tufte								
Total Attachments: 4 source=H0028675Assignment#page1.tif source=H0028675Assignment#page2.tif source=H0028675Assignment#page3.tif source=H0028675Assignment#page4.tif									

CH \$40.00 13325315

**ASSIGNMENT**

**WHEREAS**, the undersigned inventor(s) (hereinafter individually and collectively referred to as "ASSIGNOR") has/have invented:

**HVAC CONTROLLER WITH HVAC SYSTEM FAILURE DETECTION**

(hereinafter "the invention") for which application for Letters Patent of the United States:

- has been executed on even date herewith;
- was executed on \_\_\_\_\_;
- was filed on \_\_\_\_\_ and assigned U.S. Application Serial No. \_\_\_\_\_

**AND WHEREAS**, Honeywell International Inc., a Delaware corporation having a place of business at 101 Columbia Road, POB 2245, Morristown, N.J. **07962-9806** (hereinafter "ASSIGNEE"), and successors, assigns, and legal representatives, is desirous of acquiring the entire right, title, and interest therein;

**AND WHEREAS**, a "formal application," as referred to herein, shall mean any provisional, nonprovisional, continuation, continuation in part, continued prosecution, substitute, renewal, extension, divisional, reissue, reexamination, foreign, Patent Cooperation Treaty (PCT) or other patent application, inventor's certificate, utility model, or like document;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer unto ASSIGNEE, its successors, assigns, and legal representatives, the entire right, title and interest in and to the aforesaid application, to the invention as described in the aforesaid application, and to any formal application which may be filed based in whole or in part on the aforesaid application, in the United States and all foreign countries, together with the right of priority under any international conventions, treaties and/or agreements to which the United States currently adheres and adheres to in the future, and hereby authorizes and requests the Commissioner of Patents to issue said Letters Patent to ASSIGNEE, for the sole use and benefit of ASSIGNEE, its successors, assigns, and legal representatives;

**AND ASSIGNOR** authorizes ASSIGNEE, its successors, assigns, and legal representatives, or anyone it may properly designate, to apply for Letters Patent, in its own name if desired, in any and all foreign countries, and additionally to claim the filing date of aforesaid application and/or otherwise take advantage of the provisions of any international convention, treaty and/or agreement;


**AND ASSIGNOR FURTHERMORE** authorizes ASSIGNEE, its successors, assigns, and legal representatives, or anyone it may properly designate, to insert in this instrument the filing date and/or serial number of said application when ascertained;

**AND ASSIGNOR HEREBY AGREES** to transfer, upon request of ASSIGNEE, its successors, assigns, and legal representatives, and without further remuneration, a like interest in and to any related inventions (including all improvements variations, derivations and inventive subject matter directly or indirectly related to the patent application and the invention) and formal applications based thereon;

**AND ASSIGNOR AGREEING, FURTHERMORE**, upon request of ASSIGNEE, and without further remuneration, but at no expense to ASSIGNOR, that ASSIGNOR or ASSIGNOR'S executors or administrators will provide all reasonable assistance to obtain, maintain, and assert the fullest measure of legal protection that ASSIGNEE desires to obtain or assert for the invention, any related inventions, any formal application based thereon, and any resulting patents, including executing any and all papers desired by ASSIGNEE for the filing and granting of formal applications, the perfecting of title in ASSIGNEE, and in enforcing any rights in the invention, any related inventions, and any formal application or patent based thereon.

If any provision of this assignment is held by any court to be unenforceable, such provision shall be interpreted to accomplish the objectives of the original provision to the fullest extent allowed by law and the remainder of this assignment shall remain in full force and effect.

EXECUTED as of the date(s) written below by ASSIGNOR:

  
Eric Barton

Date: 12/12/2011

\_\_\_\_\_  
Cary Leen

Date: \_\_\_\_\_

\_\_\_\_\_  
Stan Zywicki

Date: \_\_\_\_\_

**ASSIGNMENT**

**WHEREAS**, the undersigned inventor(s) (hereinafter individually and collectively referred to as "ASSIGNOR") has/have invented:

**HVAC CONTROLLER WITH HVAC SYSTEM FAILURE DETECTION**

(hereinafter "the invention") for which application for Letters Patent of the United States:

- has been executed on even date herewith;
- was executed on \_\_\_\_\_;
- was filed on \_\_\_\_\_ and assigned U.S. Application Serial No. \_\_\_\_\_

**AND WHEREAS**, Honeywell International Inc., a Delaware corporation having a place of business at 101 Columbia Road, POB 2245, Morristown, N.J. 07962-9806 (hereinafter "ASSIGNEE"), and successors, assigns, and legal representatives, is desirous of acquiring the entire right, title, and interest therein;

**AND WHEREAS**, a "formal application," as referred to herein, shall mean any provisional, nonprovisional, continuation, continuation in part, continued prosecution, substitute, renewal, extension, divisional, reissue, reexamination, foreign, Patent Cooperation Treaty (PCT) or other patent application, inventor's certificate, utility model, or like document;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer unto ASSIGNEE, its successors, assigns, and legal representatives, the entire right, title and interest in and to the aforesaid application, to the invention as described in the aforesaid application, and to any formal application which may be filed based in whole or in part on the aforesaid application, in the United States and all foreign countries, together with the right of priority under any international conventions, treaties and/or agreements to which the United States currently adheres and adheres to in the future, and hereby authorizes and requests the Commissioner of Patents to issue said Letters Patent to ASSIGNEE, for the sole use and benefit of ASSIGNEE, its successors, assigns, and legal representatives;

**AND ASSIGNOR** authorizes ASSIGNEE, its successors, assigns, and legal representatives, or anyone it may properly designate, to apply for Letters Patent, in its own name if desired, in any and all foreign countries, and additionally to claim the filing date of aforesaid application and/or otherwise take advantage of the provisions of any international convention, treaty and/or agreement;

**AND ASSIGNOR FURTHERMORE** authorizes ASSIGNEE, its successors, assigns, and legal representatives, or anyone it may properly designate, to insert in this instrument the filing date and/or serial number of said application when ascertained;

**AND ASSIGNOR HEREBY AGREES** to transfer, upon request of ASSIGNEE, its successors, assigns, and legal representatives, and without further remuneration, a like interest in and to any related inventions (including all improvements variations, derivations and inventive subject matter directly or indirectly related to the patent application and the invention) and formal applications based thereon;

**AND ASSIGNOR AGREEING, FURTHERMORE**, upon request of ASSIGNEE, and without further remuneration, but at no expense to ASSIGNOR, that ASSIGNOR or ASSIGNOR'S executors or administrators will provide all reasonable assistance to obtain, maintain, and assert the fullest measure of legal protection that ASSIGNEE desires to obtain or assert for the invention, any related inventions, any formal application based thereon, and any resulting patents, including executing any and all papers desired by ASSIGNEE for the filing and granting of formal applications, the perfecting of title in ASSIGNEE, and in enforcing any rights in the invention, any related inventions, and any formal application or patent based thereon.

If any provision of this assignment is held by any court to be unenforceable, such provision shall be interpreted to accomplish the objectives of the original provision to the fullest extent allowed by law and the remainder of this assignment shall remain in full force and effect.

EXECUTED as of the date(s) written below by ASSIGNOR:

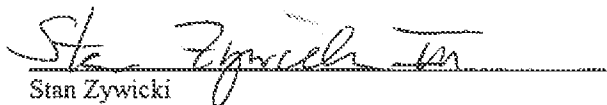
Eric Barton

Date: \_\_\_\_\_



Cary Leen

Date: 12-12-11

  
Stan Zywicki

Date: 12-12-11