# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Grant Thornton Limited, in its capacity as interim receiver and receiver of Hallmark Technologies Inc.	01/16/2008

#### **RECEIVING PARTY DATA**

Name:	Johnson Controls Technology Company
Street Address:	915 East 32nd Street
City:	Holland
State/Country:	MICHIGAN
Postal Code:	49423

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	10506852

#### **CORRESPONDENCE DATA**

Fax Number: (608)257-1507

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (608) 257-7766

Email: docket\_sroe@lathropclark.com

Correspondent Name: Stephen J. Roe
Address Line 1: 740 Regent Street

Address Line 2: Suite 400

Address Line 4: Madison, WISCONSIN 53715

ATTORNEY DOCKET NUMBER: JCI-158

NAME OF SUBMITTER: Stephen J. Roe

Total Attachments: 3

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#### INTELLECTUAL PROPERTY ASSIGNMENT – UNITED STATES

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For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Grant Thornton Limited**, Royal Bank Plaza, 200 Bay St., South Tower, P.O. Box 55 Toronto, ON M5J 2P9 Canada, in its capacity as interim receiver and receiver (the "Receiver") of Hallmark Technologies Inc. ("Hallmark") and not in its personal capacity ("ASSIGNOR") has sold, assigned, and transferred, and, by these presents, shall, and hereby does, sell, assign, and transfer, on an "as is, where is" basis, without any representations or warranty other than those given in that certain Offer to Purchase Assets by and between GRANT THORNTON LIMITED in its capacity as interim receiver and receiver of the Hallmark Technologies, Inc. and not in its personal capacity and JOHNSON CONTROLS TECHNOLOGY COMPANY, dated December 20, 2007 (the "OFFER TO PURCHASE ASSETS") unto **Johnson Controls Technology Company**, 915 East 32nd Street, Holland, Michigan 49423 (hereinafter referred to as "ASSIGNEE") its successors and assigns, Hallmark's and, if any, the Receiver's entire right, title and interest in all countries throughout the world in and to:

- (1) all inventions disclosed in, claimed and relating to U.S. Patent Application Serial No. 10/506,852, as well as the entire right, title and interest for the United States of America to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent in United States of America, and (c) all divisions, continuations, continuations-in-part, substitutions, reissues, and extensions of the applications and Letters Patent;
- (2) all trademarks, service marks, trade names and other brand identifiers in United States of America arising from or related to the CPL Technology, as defined in that certain August 6, 2004 Agreement by and between Hallmark Technologies Inc. and Johnson Controls Interiors LLC, including without limitation CPL and CLOSED PARTING LINE, and all registrations and registration applications for all of them;
- (3) all works (whether protected by copyright or not) and copyrights (including registrations and applications for any of the foregoing) in United States of America arising from or related to the CPL Technology.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file any patent application or trademark or copyright registration application in any or all countries on the above-identified INTELLECTUAL PROPERTY in the name of ASSIGNEE. Without limiting any party's duties, rights or obligation under Section 8.6 of the OFFER TO PURCHASE ASSETS, ASSIGNOR shall, at the expense of the ASSIGNEE, promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this AGREEMENT that ASSIGNEE may reasonably require, for the purposes of assigning the intellectual property rights referred to herein.

This Assignment will be governed by, and construed and enforced in accordance with, the substantive laws of the State of Michigan in the United States of America, without regard to its principles of conflicts of laws. This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto. The failure of either party to enforce any terms or provisions of this Agreement will not waive any rights under such terms and provisions.

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Grant Thornton Limited, in its capacity as interim receiver and receiver of Hallmark Technologies Inc. and not in its personal capacity
By: (print signatory's name) Jonathan Krieger (sign)
Its: Sr. Vice Pravident
Date: January 17,2008
Torretvan Krieger [Name of person executing document], being duly sworn, states to me that he is the [Position] of Grant Thornton Limited, that he is authorized to execute the foregoing assignment on behalf of said corporation and that he executed the assignment as his free act and deed this 17th day of January, 2008.
Notary Public Tushara N. Welta Seoriga My commission expires.
Johnson Controls Technology Company
By: (print signatory's name)
(sign)
Its:
Date:
[Name of person executing document], being duly sworn, states to me that he is the [Position] of <b>Johnson Controls Technology Company</b> , that he is authorized to execute the foregoing assignment on behalf of said corporation and that he executed the assignment as his free act and deed this day of, 2008.
Notary Public [SEAL]
My commission expires:

Grant Thornton Limited, in its capacity as interim receiver and receiver of Hallmark Technologies Inc. and not in its personal capacity By: (print signatory's name) [Name of person executing document], being duly sworn, states to me that he is the [Position] of Grant Thornton Limited, that he is authorized to execute the foregoing assignment on behalf of said corporation and that he executed the assignment as his free act and deed this \_\_\_\_\_ day of \_\_\_\_\_, 2008. [SEAL] Notary Public My commission expires: Johnson Controls Technology Company Date: JANUARY 16, 2008 PATRICK NETTESHEM VICE TRESIDENT [Name of person executing document], being duly sworn, states to me that he is the [Position] of Johnson Controls Technology Company, that he is authorized to execute the foregoing assignment on behalf of said corporation and that he executed the assignment as his free act and deed this LETH day of JANUARY, 2008.

My commission expires: <u>09/04/13</u>

