

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2878895

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
JOHNSON CONTROLS ROTH S.A.S.	05/29/2014

**RECEIVING PARTY DATA**

<b>Name:</b>	OLYMPUS HOLDING B.V.
<b>Street Address:</b>	RIETLANDPARK 125
<b>City:</b>	AMSTERDAM
<b>State/Country:</b>	NETHERLANDS
<b>Postal Code:</b>	1019DT

**PROPERTY NUMBERS Total: 1**

Property Type	Number
<b>Patent Number:</b>	5493081

**CORRESPONDENCE DATA**

**Fax Number:** (414)297-4900

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 4142712400

**Email:** jfons@foley.com

**Correspondent Name:** JUSTIN K. FONS

**Address Line 1:** 3000 K STREET N.W.

**Address Line 2:** SUITE 600

**Address Line 4:** WASHINGTON, D.C. 20007-5109

<b>ATTORNEY DOCKET NUMBER:</b>	048907-0705
<b>NAME OF SUBMITTER:</b>	JUSTIN K. FONS
<b>SIGNATURE:</b>	/Justin K. Fons/
<b>DATE SIGNED:</b>	05/31/2014

**Total Attachments: 7**

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**PATENT**

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## PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT ("Assignment"), dated as of May 29, 2014, is made and entered into by Johnson Controls Roth S.A.S., a French corporation with its address at 6-8 Rue Schertz BP 13, Strasbourg, Cedex 1, France 67023 ("Assignor"), in favor of Olympus Holding B.V., a Netherlands company with its address at Rietlandpark 125, 1019DT Amsterdam, The Netherlands ("Assignee").

WHEREAS, Johnson Controls, Inc., a Wisconsin corporation and an Affiliate of the Assignor, and ACR II Motus Integrated Technologies Coöperatief U.A. entered into that certain Share Purchase Agreement dated as of February 12, 2014 (as the same has been or may be further amended, modified or restated, the "Purchase Agreement"), pursuant to which, among other things, Johnson Controls, Inc. agreed that the Purchased Companies will own all right, title and interest in and to certain registered Intellectual Property included in the Business Intellectual Property, as more fully described in the Purchase Agreement, on the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, Assignor is the owner of (a) certain United States and foreign patents and patent applications primarily related to the Business, including without limitation the patents and patent applications listed on Schedule A attached hereto (the "Business Patents"), (b) all divisions, continuations, continuations in part, substitute applications, reissues, reexaminations, and extensions of the Business Patents, and (c) other applications resulting from the Business Patents and all resulting patents (the Business Patents, together with clauses (b) and (c), collectively, the "Transferred Patents"); and

WHEREAS, Assignor and Assignee now desire to enter into this Assignment to effect the sale, assignment, transfer, conveyance and delivery to Assignee of the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Transferred Patents and the inventions covered thereby along with (i) any and all applications, improvements, continuations, continuations in part, reissues or reexaminations thereof, foreign counterparts, and the inventions covered thereby, (ii) all files and records relating to the prosecution, exploitation, and defense of any of the foregoing, and (iii) all rights of action pertaining to the Transferred Patents, including without limitation the right to sue at law or in equity for any past, present or future infringement, misappropriation or other violation thereof by a third party, including the right to receive all proceeds and damages resulting therefrom, the right to secure registration of the Transferred Patents and of this Assignment, the right to initiate other proceedings before all government and administrative bodies with respect to the Transferred Patents, and the right to claim priority, file foreign counterparts and make applications for reissue and reexamination with respect to any of the Transferred Patents.

2. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and notices, releases, acquittances and other documents and perform such further acts, as may be necessary to convey, transfer, assign and deliver to, and consolidate, vest and record in Assignee, full ownership of the Transferred Patents and other rights conveyed herewith.
3. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority throughout the world to record Assignee as owner of the Transferred Patents and issue any and all patents issued thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.
4. This Assignment shall be deemed to be made and in all respects shall be interpreted, construed and governed by and in accordance with the Laws of the State of Michigan without regard to the conflicts of laws principles thereof.
5. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other assigned Transferred Patents.
6. Capitalized terms used but not defined herein have the meanings set forth in the Purchase Agreement.
7. This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Assignment may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature shall constitute an original for all purposes.

*[Rest of page intentionally left blank.]*

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed as of the day and year first written above.

ASSIGNOR:

JOHNSON CONTROLS ROTH S.A.S.

By:  \_\_\_\_\_

Name: Jerome D. Okarma

Title: General Manager

Accepted by:

ASSIGNEE:



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OLYMPUS HOLDING B.V.

By: Jerome D. Okarma

Title: Director A

ASSIGNEE:



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OLYMPUS HOLDING B.V.

By: Manou van Moorsel

Title: Director B

4846-4490-5243.1

**PATENT**  
**REEL: 033002 FRAME: 0836**

**Schedule A**

**The Business Patents**

See attached.



COUNTRY	TITLE	STATUS	DATE FILED	APPLICATION #	PUBLICATION #	GRANT DATE	PATENT #	INTERNAL REF #
DE	Platte Zur Dämpfung Akustischer Energie Für Niedrige, Mittlere Und Hohe Frequenzen (Panel Absorbing Acoustic Energy in the Low, Medium and High Frequencies)	Issued	8/3/94	694243515	69424351	5/10/00	0637820	<u>03137/EP-DE</u>
JP	Sound-Absorbing Panel	Issued	8/5/94	6184720	JPH07152384A	10/7/02	JP3333052B2	<u>03137/JP</u>
US	Panel that Absorbs Acoustic Energy at Low, Medium and High Frequencies, Particularly at Frequencies Ranging from 400 Hz to 5,000 Hz	Issued	7/29/94	08282460		2/20/96	US5493081A	<u>03137/US</u>