PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2878894

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
JOHNSON CONTROLS TECHNOLOGY COMPANY	05/29/2014

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 31

Property Type	Number
Patent Number:	8016072
Patent Number:	6204209
Patent Number:	5230546
Patent Number:	5720509
Patent Number:	5331518
Patent Number:	5685629
Patent Number:	5645308
Patent Number:	5374097
Patent Number:	5653490
Patent Number:	5596316
Patent Number:	5538311
Patent Number:	5431473
Patent Number:	5409285
Patent Number:	5329430
Patent Number:	6547308
Patent Number:	7918491
Patent Number:	7823954
Patent Number:	7967360
Patent Number:	7311427
Patent Number:	7866724
Patent Number:	7281751

Property Type	Number
Patent Number:	5428513
Patent Number:	6174019
Patent Number:	5211439
Patent Number:	6435593
Patent Number:	8434811
Patent Number:	7926864
Patent Number:	5295725
Patent Number:	8733828
Application Number:	13143864
Application Number:	12674712

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

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

Total Attachments: 11

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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 Technology Company, a Michigan corporation with its address at 915 East 32nd Street, Holland, Michigan 49423 ("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.

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

ASSIGNOR:

JOHNSON CONTROLS TECHNOLOGY COMPANY

By: _____

Name: Jose Ramos

Title: Vice President

Accepted by:

ASSIGNEE:

OLYMPUS HOLDING B.V.
By: Jerome D. Okarma
Title: Director A

ASSIGNEE:

OLYMPUS HOLDING B.V.
By: Manou van Moorsel
Title: Director B

Schedule A

The Business Patents

See attached.

COUNTRY	TITLE	DATE FILED	APPLICATION #	PUBLICATION #	GRANT DATE	PATENT #	INTERNAL REF #
CN	Headliner with Integral Wire Harness	1/5/10	201080 0065951	CN102307756A	5/28/14		08458/CN
EP	Headliner with Integral Wire Harness	1/5/10	107002784	EP2385910A1			08458/EP
IN	Headliner with Integral Wire Harness	1/5/10	5499DELNP2011	5499/DELNP/2011			08458/IN
JP	Headliner with Integral Wire Harness	1/5/10	2011545392	JP2012514560A			08458/JP
KR	Headliner with Integral Wire Harness	1/5/10	102011 7018406	KR20110117139A			08458/KR
US	Headliner with Integral Wire Harness	1/5/10		US20120001457A1	5/27/2014		08458/US
WO	Fabric Covered Vehicle Interior Assembly Having a Recess	12/5/13	PCTUS1373373				12412-PCT
MX	Method and Apparatus for Forming a Vehicle Headliner	4/16/13	MXa2013004244				US00576.1/MX
CA	Composite Headliner with Improved Acoustic Performance	7/28/08	2693838	CA2693838A1			US00588/CA
CN	Composite Headliner with Improved Acoustic Performance	7/28/08	2008800256398	CN101784418A	12/11/13		US00588/CN
EP	Composite Headliner with Improved Acoustic Performance	7/28/08	087967279	EP2183130A1	1/16/13	EP2183130B1	US00588/EP
JP	Composite Headliner with Improved Acoustic Performance	7/28/08	2010518432	JP2010534587A	11/15/13		US00588/JP

MX	Composite Headliner with Improved Acoustic Performance	7/28/08	MXa2010000787				US00588/MX
US	Composite Headliner with Improved Acoustic Performance	7/28/08	12670702	US20100219014A1	9/13/11	US8016072B2	US00588/US
US	Acoustical Composite Headliner	4/10/98	09058645		3/20/01	US6204209B1	US00126/U
CN	Hinge Assembly for Vehicle Interior Trim Component	1/8/10	201080 0072014	CN102307741A			08579/CN
EP	Hinge Assembly for Vehicle Interior Trim Component	1/8/10	107000952	EP2376302A1	8/28/13	EP2376302B1	08579/EP
IN	Hinge Assembly for Vehicle Interior Trim Component	1/8/10	5650CHENP2011	5650/CHENP/2011			08579/IN
JP	Hinge Assembly for Vehicle Interior Trim Component	1/8/10	2011545469	JP2012514564A	8/21/13	JP5266398B2	08579/JP
KR	Hinge Assembly for Vehicle Interior Trim Component	1/8/10	102011 7018495	KR20110110298A			08579/KR
US	Hinge Assembly for Vehicle Interior Trim Component	1/8/10	13143864	US20120017397A1			08579/US
US	Vanity Mirror Visor Cover	8/25/92	7935014		7/27/93	US5230546A	US00086/US
US	Integral Molded Visor and Vehicle Accessory	7/12/95	08501639		2/24/98	US5720509A	US00109/US
US	Visor Mirror Cover Assembly	9/22/92	07949571		7/19/94	US5331518A	US00155/US
CA	Snap-In Fastener	8/29/08	2697534	CA2697534A1			US00420/CA
MX	Snap-In Fastener	8/29/08	2010002221	MX2010002221A			US00420/MX

US	Snap-In Fastener	8/29/08	12674712	US20110127795 A1			US00420/ US
US	Vanity Mirror Assembly	9/29/94	08315148		11/11/97	5685629	US00105/ US
US	Sliding Visor	8/29/95	08521041		7/8/97	US5645308	US00110/
US	Universal Visor Mounting System	4/15/93	08047869		12/20/94	US5374097 A	US00114/ US
US	Sliding Visor	4/12/96	08631177		8/5/97	US5653490	US00116/
US	Passive Visor Antenna	3/29/95	08412970		1/21/97	US5596316 A	US00163/ US
US	Visor Mounting Bracket with Integral Storage	4/18/94	08229363		7/23/96	US5538311 A	US00167/ US
US	Mirror Cover and Visor Extender	4/8/94	08224822		7/11/95	US5431473 A	US00170/ US
US	Sliding Visor	4/18/94	08229171		4/25/95	US5409285	US00191/
US	Light Control Circuit for Vanity Mirror Assembly and Method of Manufacturing	5/5/92	07879207		7/12/94	US5329430 A	US00214/ US
US	Visor Mounting Assembly	1/4/01	09754494	US20020084670 A1	4/15/03	US6547308 B2	US00267/ US
US	Adaptable Visor for Vehicles	7/27/06	11989470	US20090315360 A1	4/5/11	US7918491 B2	US00341/ US
US	Slidable Visor Assembly	12/7/07	12000095	US20080211256 A1	11/2/10	US7823954 B2	US00371/ US
CN	Removable Visor	3/18/08	2008800082413	CN101641230A	5/1/13	CN1016412	US00390/
US	Removable Visor	3/18/08	12528664	US20100187851 A1	6/28/11	US7967360 B2	US00390/ US
CN	Covered Illuminated Vanity Mirror Assembly	11/19/03	200810 1848648	CN101423039A			US00431.2 /CN
CN	Covered Illuminated Vanity Mirror Assembly	11/19/03	2003801 036087	CN1714011A	1/28/09	CN1004554 60C	US00431/ CN
JP	Covered Illuminated Vanity Mirror Assembly	11/19/03	2004553992	JP2006506275A			US00431/J P
US	Covered Illuminated Vanity Mirror Assembly	11/19/03	10535503	US20060098446 A1	12/25/07	US7311427 B2	US00431/ US
US	Visor for a Vehicle	8/23/05	11661125	US20080093876 A1	1/11/11	US7866724 B2	US00509/ US

JP	Sliding Visor	10/1/03	2004542015	JP2006502034A	1/26/11	JP4621501 B2	US00585/JP
US	Sliding Visor	10/1/03	10529828	US20060202502 A1	10/16/07	US7281751 B2	US00585/US
CA	Detent Spring and End Cap Structures for a Visor Vanity	12/17/08	2709582	CA2709582A1			US00589/CA
EP	Detent Spring and End Cap Structures for a Visor Vanity	12/17/08	088624978	EP2234841A2			US00589/EP
MX	Detend Spring and End Cap Structures for a Visor Vanity	12/17/08	MXa2010006762				US00589/MX
US	Covered Vanity Mirror and Flexible Circuit	11/17/93	08154216		6/27/95	US5428513 A	US00066/US
US	Extruded Visor Control	2/26/98	9031405		1/16/01	US6174019 B1	US00074/US
US	Curvilinear Sliding Visor	3/31/92	07861025		5/18/93	US5211439 A	US00096/US
US	Visor for Vehicles	4/5/01	09827261	US20010050493 A1	8/20/02	US6435593 B2	HF005/US
CN	Channel for Slide-On-Rod Visors	10/15/09	200980 1461040	CN102216830A			08250/CN
EP	Slide-On-Rod Visors	10/15/09	097448351	EP2347298A1			08250/EP
IN	Channel for Slide-On-Rod Visors	10/15/09	2755DELNP2011	2775/DELNP/2011			08250/IN
JP	Channel for Slide-On-Rod Visors	10/15/09	2011532243	JP2012505794A			08250/JP
KR	Channel for Slide-On-Rod Visors	10/15/09	1020117 009969	KR10201100750 03A			08250/KR
US	Channel for Slide-On-Rod Visors	10/15/09	13123430	US20110227362 A1	5/7/13	US8434811 B2	08250/US
EP	Injection-Molded Mold-Behind Sun Visor	1/29/09	097059372	EP2247458A1			07452/EP
US	Sliding Panel/Latching-Spring Cage	8/10/07	12368875	US20090200828 A1	4/19/11	US7926864 B2	06059.2/US

US	Visor and Method of Manufacturing	Issued	9/25/92	07951570		3/22/94	US5295725A	US00103/US
WO	HEADLINER AND METHOD OF MAKING HEADLINER	Pending	4/30/2013	PCT/US2013/038855	WO2013/166009			12199/WO