

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3557277

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SIEMENS AB	06/01/2015
RECEIVING PARTY DATA		
Name:	VANDERBILT INTERNATIONAL (SWE) AB	
Street Address:	C/O SERVANDO BOLAG AB	
Internal Address:	BOX 5814	
City:	STOCKHOLM	
State/Country:	SWEDEN	
Postal Code:	102 48	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Application Number:	13417618
	Application Number:	14176563
	Application Number:	29441551
CORRESPONDENCE DATA		
Fax Number:	(202)434-1501	
<i>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.</i>		
Phone:	202-434-1500	
Email:	ncastell@s-n-h.com	
Correspondent Name:	STAAS & HALSEY LLP	
Address Line 1:	1201 NEW YORK AVE., NW	
Address Line 2:	SUITE 700	
Address Line 4:	WASHINGTON, D.C. 20005	
ATTORNEY DOCKET NUMBER:	2475.1001	
NAME OF SUBMITTER:	RICHARD A. GOLLHOFER	
SIGNATURE:	/Richard A. Gollhofer/	
DATE SIGNED:	10/06/2015	
Total Attachments: 15		
source=40G0218-Moose_Transferred_Patents#page1.tif		
source=40G0218-Moose_Transferred_Patents#page2.tif		

source=40G0218-Moose_Transferred_Patents#page3.tif
source=40G0218-Moose_Transferred_Patents#page4.tif
source=40G0218-Moose_Transferred_Patents#page5.tif
source=40G0218-Moose_Transferred_Patents#page6.tif
source=40G0218-Moose_Transferred_Patents#page7.tif
source=40G0218-Moose_Transferred_Patents#page8.tif
source=40G0218-Moose_Transferred_Patents#page9.tif
source=40G0218-Moose_Transferred_Patents#page10.tif
source=40G0218-Moose_Transferred_Patents#page11.tif
source=40G0218-Moose_Transferred_Patents#page12.tif
source=40G0218-Moose_Transferred_Patents#page13.tif
source=40G0218-Moose_Transferred_Patents#page14.tif
source=40G0218-Moose_Transferred_Patents#page15.tif

SIEMENS AB

And

Vanderbilt International (SWE) AB

LOCAL ASSET TRANSFER AGREEMENT

SWEDEN

- 1 -

WP
(S)

LOCAL ASSET TRANSFER AGREEMENT

This Local Asset Transfer Agreement (this "*Agreement*"), dated as of June 1, 2015 is entered into by and between Siemens AB, a private limited liability company established in accordance with the laws of Sweden, with its registered seat and business address at SE-19487, Upplands Väsby, Sweden and registered in the commercial register of Sweden under no. 556003-2921 ("*Seller*"), and Vanderbilt International (SWE) AB, a private limited liability company established in accordance with the laws of Sweden, with business address at c/o Servando Bolag AB, Box 5814, 102 48 Stockholm, Sweden under registration number No. 556987-4661 ("*Purchaser*"). Seller and Purchaser sometimes are referred to in this Agreement collectively as the "*Parties*" and individually as a "*Party*".

WHEREAS, Seller is an Affiliate of Siemens AG, a stock corporation organized under the laws of Germany ("*Seller Parent*"), and Purchaser is an Affiliate of Moose Enterprises Ltd., a UK limited liability company established under the laws of England and Wales, registered with Companies House under 9238992, and having its registered office at 1 Park Row, Leeds, West Yorkshire LS1 3AB ("*Purchaser Parent*"), and together with Seller Parent, the "*Parent Companies*";

WHEREAS, Seller Parent, Seller and certain of their Affiliates are engaged in the Business;

WHEREAS, Seller Parent and Purchaser Parent entered into the Master Sale and Purchase Agreement, dated as of October 17th, 2014 (the "*MSPA*"), which provides, among other things, that Seller Parent shall cause Seller to grant, sell, transfer, convey, assign and deliver to Purchaser, and Purchaser Parent shall cause Purchaser to purchase, accept and assume from Seller, Seller's right, title and interest in the Transferred Assets, Assumed Contracts, Transferred Registered IPR, Transferred Know-how, Transferred Software and Transferred Domain (together the "*Entire Transferred Assets*") and the Assumed Liabilities related to the Business in Sweden, upon the terms and conditions set forth in the MSPA and in this Agreement; and

WHEREAS, the MSPA provides for the execution of this Agreement at or prior to the Closing.

NOW, THEREFORE, in consideration of the promises and mutual covenants, agreements and provisions contained in the MSPA and in this Agreement, the Parties agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

1.1 Definitions. Except as otherwise defined in this Agreement, capitalized terms used herein shall have the respective meanings set forth in the MSPA.

1.2 Interpretation. Articles 1.2 and 1.3 of the MSPA shall apply *mutatis mutandis* to the interpretation of this Agreement.

ARTICLE II

EFFECTIVE DATE

The transactions contemplated by this Agreement shall be deemed to become effective at 00:01, local time on June 1, 2015 ("Effective Date").

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE IV

IPR

4.1 Registered IPR; Know-how; Software; Domains. As of the Effective Date, Seller hereby sells, assigns, transfers and conveys to Purchaser all of Seller's right, title and interest in and to (i) the Transferred Registered IPR owned by Seller and exhaustively listed in Schedule 4.1 (i), upon the terms and conditions further specified in Article 8.1 of the MSPA, (ii) the Transferred Know-How owned by Seller, upon the terms and conditions further specified in Article 8.2 of the MSPA, (iii) the Transferred Software owned by Seller and listed in Schedule 4.1(iii), upon the terms and conditions further specified in Article 8.3 of the MSPA and (iv) the Transferred Domains owned by Seller and exhaustively listed in Schedule 4.1(iv), upon the terms and conditions further specified in Article 8.4 of the MSPA, and Purchaser hereby purchases and accepts such sale, assignment, transfer and conveyance. Seller shall grant support and issue declarations in accordance with Articles 8.1.2 and 8.4. of the MSPA.

[REDACTED]

[REDACTED]

11/18

[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

• 8 •

46

68

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6/10
6.2

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

✓
68

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

W
69

[REDACTED]

[REDACTED]

[REDACTED]

60

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8/18

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

44
68

[REDACTED]

[REDACTED]

[REDACTED]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLER

Siemens AB

By: [Signature]
Name: Sevket UERKURK
Title: _____

By: [Signature]
Name: BERG SCHENKER
Title: _____

PURCHASER

Signed by Moritz Gruning as attorney for VANDERBILT INTERNATIONAL (SWE) AB under a power of attorney dated April 27, 2015

[Signature]
Attorney for VANDERBILT INTERNATIONAL (SWE) AB

11
12

SCHEDULE 3.1A
SITE PLANS

SCHEDULE 3.1B
TRANSFERRED ASSETS

SCHEDULE 3.2
ASSUMED CONTRACTS

SCHEDULE 4.1(I)
TRANSFERRED REGISTERED IPR

SCHEDULE 4.1(III)
TRANSFERRED SOFTWARE

SCHEDULE 4.1(IV)
TRANSFERRED DOMAINS

SCHEDULE 4.6
LICENSED SOURCE CODE SOFTWARE

SCHEDULE 4.7
TRANSFERRED LICENSING-IN AGREEMENTS

SCHEDULE 6.1
TRANSFERRED EMPLOYEES

HP
C9

Sweden

Annex 4.1 (I) Transferred Registered IPR

7

68

Sweden

4.1 (i) a Mouse Transferred Patents

Siemens file No.	Application No.	Application date	Title	Proprietor	Publication or Grant No.	Grant date
2011P04803EP	11157752.3	10.03.2011	Detector	Siemens AB	2498232	
2011P04803 CN	2012100360995.1	09.03.2012	Detector	Siemens AB	1026900858	19.11.2014
2011P04803 US	13/417,618	12.03.2012	Detector	Siemens AB	8772702	08.07.2014
2012P24168EP	13154706.9	08.02.2013	Detector	Siemens AB		
2012P24168 LS	14/176,569	10.02.2014	Detector	Siemens AB		
2014P07385 GB	1408080.3	07.05.2014	Alarm System Communication	Siemens AB		
2014P07389 GB	1408034.5	07.05.2014	Alarm System Communication	Siemens AB		
2006M18093 GB	2099532	19.02.2001	Cable managed bracket and camera housing	Siemens AB	2099532	19.02.2001
2006M18093WOBK	DW/056716	16.07.2001	Cable managed bracket and camera housing	Siemens AB	DW/056716	16.07.2001
2006M18093WOIT	DW/056716	16.07.2001	Cable managed bracket and camera housing	Siemens AB	DW/056716	16.07.2001
2012M13621EU	002069799	08.07.2012	Bewegungsmelder (NGMD) (Design)	Siemens AB	002069799	06.07.2012
2012M13621 CN	201330300740.1	04.01.2013	Motiondetector (NGMD) (Design)	Siemens AB	302503678S	17.07.2013
2012M13621 US	29/441,551	07.01.2013	Motiondetector (NGMD) (Design)	Siemens AB	D693710	19.11.2013

Siemens AG CTIP LT M+A

1 of 1