04/15/2016 503786027

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3832673

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
JOHNSON CONTROLS TECHNOLOGY COMPANY	06/01/2014

RECEIVING PARTY DATA

Name:	MOTUS INTEGRATED TECHNOLOGIES
Street Address:	88 E. 48TH ST.
City:	HOLLAND
State/Country:	MICHIGAN
Postal Code:	49423

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14256202

CORRESPONDENCE DATA

Fax Number: (281)970-4503

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: 281-970-4545 Email: kantor@fyiplaw.com

Correspondent Name: MOTUS INTEGRATED TECHNOLOGIES (C/O FLETCHER YODER)

Address Line 1: P.O. BOX 692289

Address Line 4: HOUSTON, TEXAS 77269

ATTORNEY DOCKET NUMBER:	MOTS:0015-1
NAME OF SUBMITTER:	ANDREW L. KANTOR
SIGNATURE:	/Andrew L. Kantor/
DATE SIGNED:	04/15/2016

Total Attachments: 20

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AMENDED AND RESTATED SHARE PURCHASE AGREEMENT

BY AND BETWEEN

JOHNSON CONTROLS, INC.

AND

ACR II MOTUS INTEGRATED TECHNOLOGIES COÖPERATIEF U.A.

Dated as of June 1, 2014

AMENDED AND RESTATED SHARE PURCHASE AGREEMENT

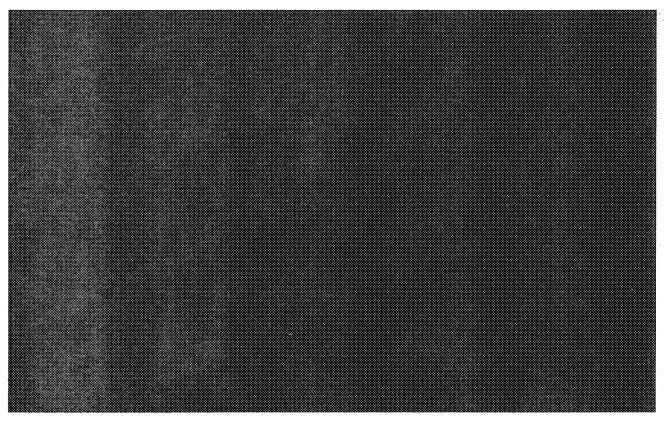
This AMENDED AND RESTATED SHARE PURCHASE AGREEMENT, dated as of [], 2014 (this "Agreement"), is by and between Johnson Controls, Inc., a Wisconsin corporation ("Seller"), and ACR II Motus Integrated Technologies Coöperatief U.A., a Netherlands company ("Purchaser").

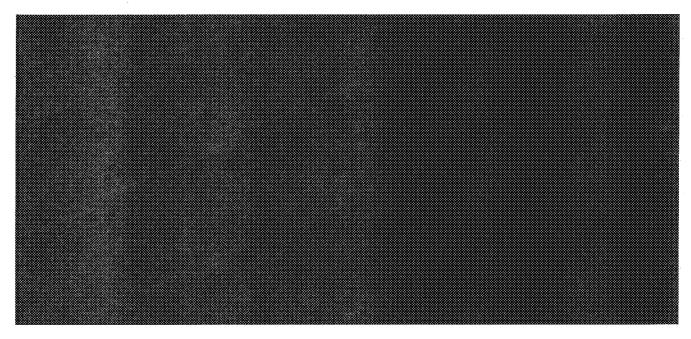
WHEREAS, Seller and Purchaser are parties to a Share Purchase Agreement, dated as of February 12, 2014 (the "Signing Date"), as amended on March 10, 2014 and March 25, 2014 (as so amended and in effect as of the date hereof, the "Prior Agreement");

WHEREAS, Seller and certain of its Subsidiaries and Affiliates are engaged in, among other things, the Business;

WHEREAS, the Seller desires to cause Johnson Controls Olympus SAS (as defined below) to sell to the Purchaser, and the Purchaser desires to acquire, one hundred percent (100%) of the equity interests (the "Purchased Company Shares") in Johnson Controls Olympus, S.á.r.l., a company organized under the laws of Luxembourg ("JCO"), and, consequently, the Wholly Owned Portion of the Business upon the terms and subject to the conditions set forth herein;

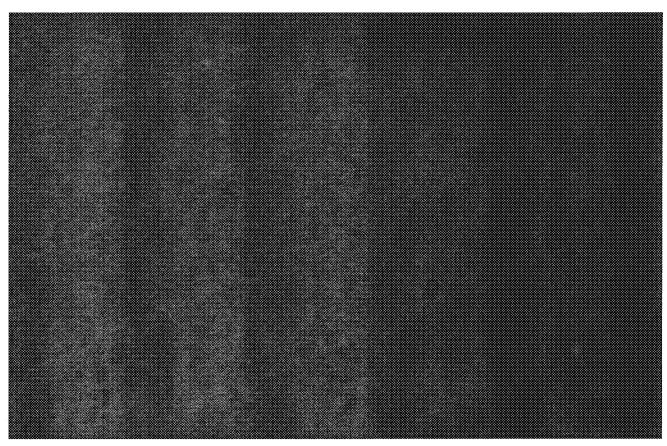
WHEREAS, the Seller desires cause to be sold to the Purchaser, and the Purchaser desires to acquire, one hundred percent (100%) of the equity interests (the "<u>JARC Shares</u>") in the JARC Acquired Company (as defined below), and, consequently, the JARC Portion of the Business upon the terms and subject to the conditions set forth herein;



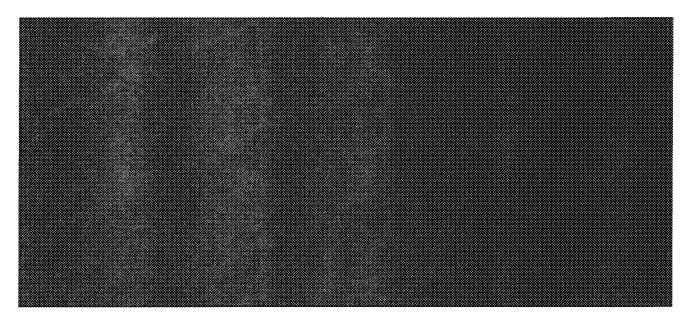


ARTICLE I DEFINITIONS

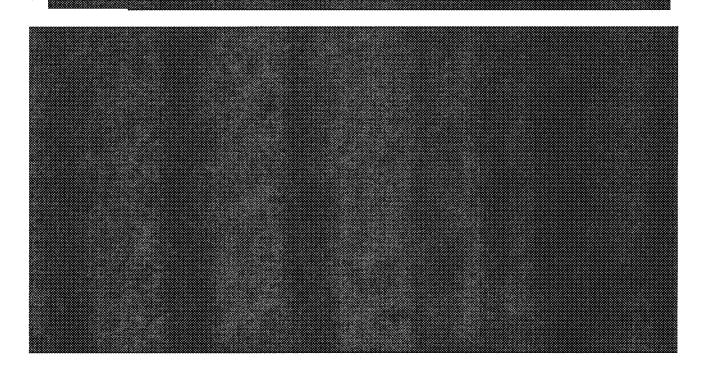
Section 1.1 <u>Definitions</u>. As used herein, the following terms have the meanings set forth below:



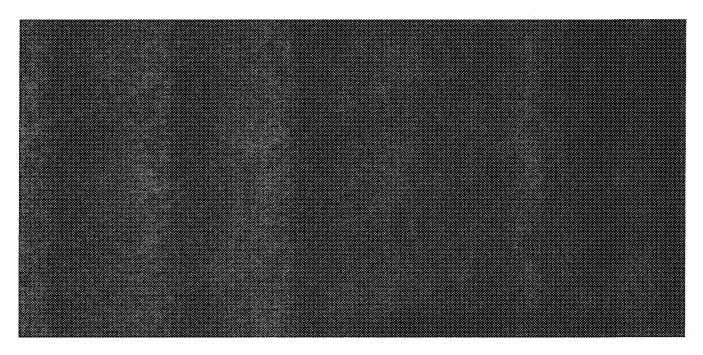
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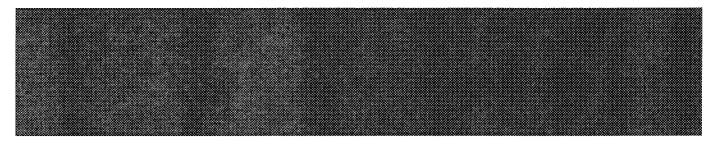
"Business" means (i) the design, development, manufacture, marketing and sale of automobile headliners and visors as produced or conducted as of the Signing Date and through the Closing Date by the "Interiors" segment of Seller's "Electronics and Interiors" business (including both the Wholly Owned Portion of the Business and the JARC Portion of the Business),



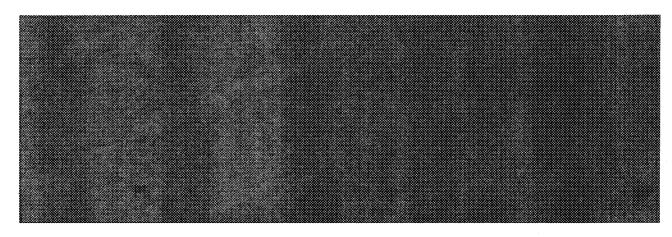
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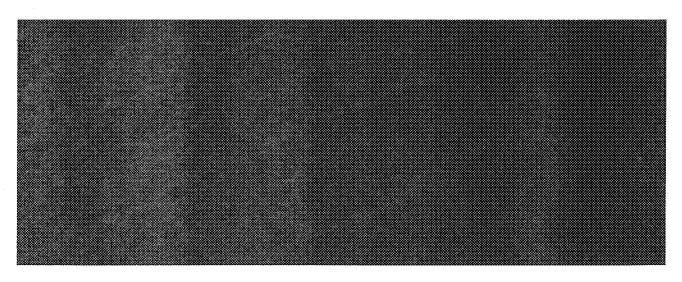


"Intellectual Property" means all of the following: (i) Marks; (ii) Patents and Know-How (iv) copyrights in writings, designs, software, mask works or other works, applications or registrations in any jurisdiction for the foregoing and all moral rights related thereto; (v) all rights under agreements relating to the foregoing; and (vi) claims or causes of action arising out of or related to past, present or future infringement or misappropriation of the foregoing.



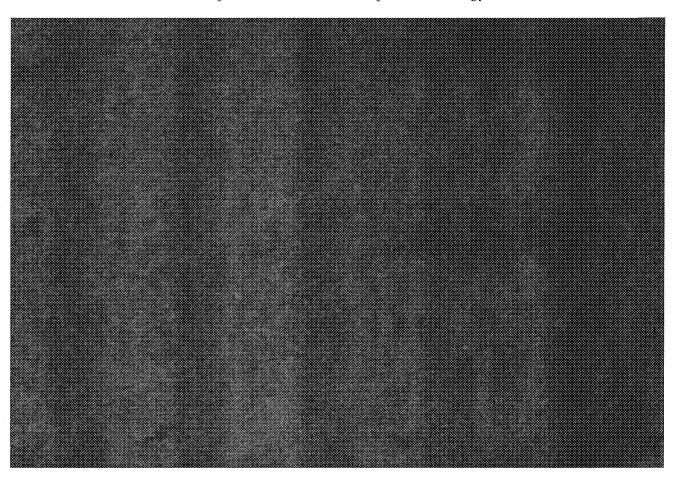
"JARC Acquired Company" means the entity set forth on Section 1.1(b) of the Seller Disclosure Schedules.





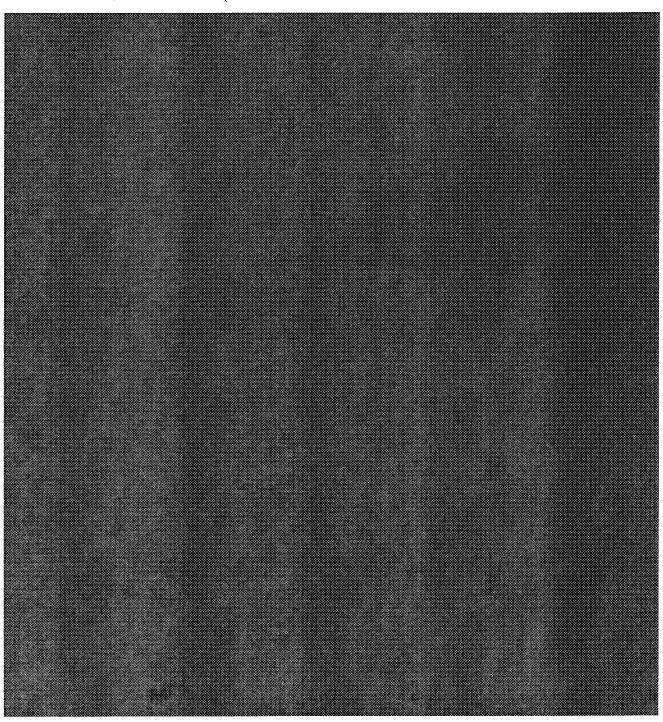
"Johnson Controls Headliner GmbH" means Johnson Controls Headliner GmbH, a German limited liability company.

"Johnson Controls Olympus SAS" means the French company Johnson Controls Olympus SAS wholly-owned by Johnson Controls Holding Company, Inc. whose head office is situated at Parc Saint Christophe, 10 Avenue de l'Entreprise, 9580 Cergy Pontoise.



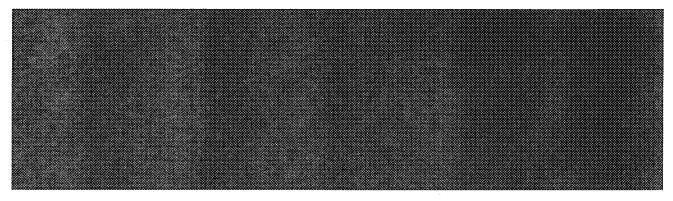
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"Patents" means inventions (whether or not patentable), discoveries, improvements, patents, patent applications and provisional applications, including reissues, divisions, continuations, continuations in-part, renewals, extensions and reexaminations thereof.

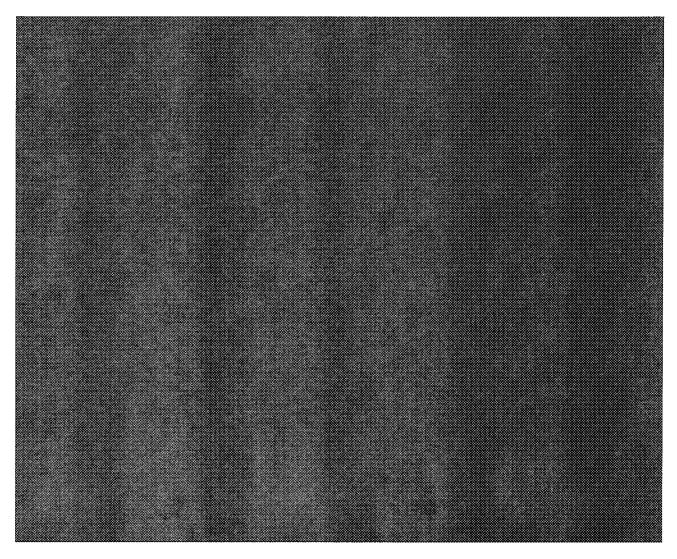


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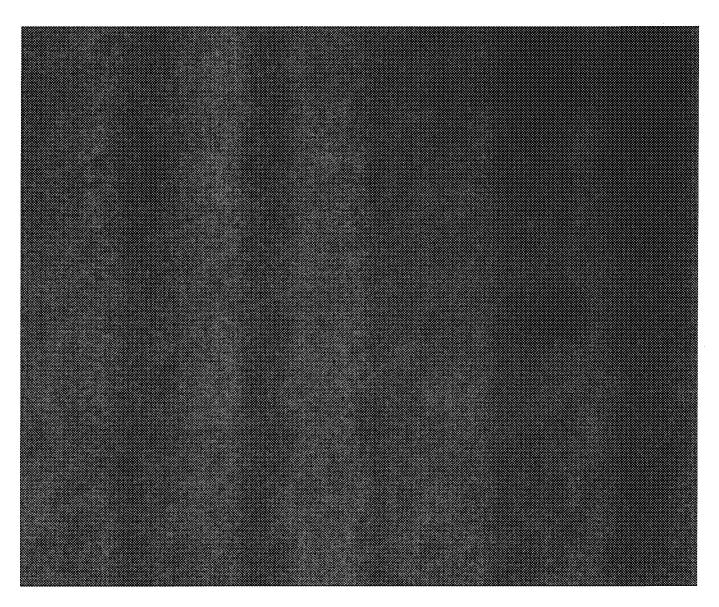
"<u>Purchased Company</u>" means each of JCO, the JARC Acquired Company and each other entity and any Subsidiary listed in <u>Section 1.1(d) of the Seller's Disclosure Schedules</u> and shall include JC Creutzwald and Johnson Control Headliner GmbH.



"<u>Purchased Shares</u>" means, collectively, the Purchased Company Shares and the JARC Shares.

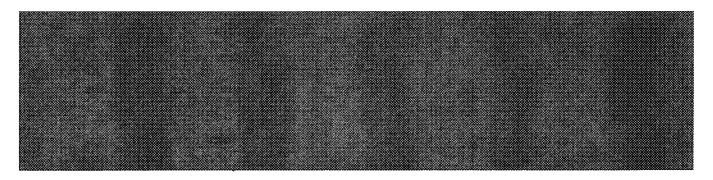


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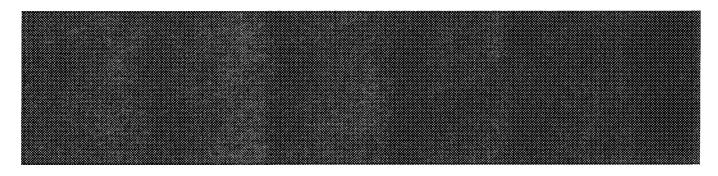


"Seller Disclosure Schedules" means the Seller Disclosure Schedules to be provided by Seller to Purchaser in accordance with Section 5.22 (as updated in accordance with Section 5.22).

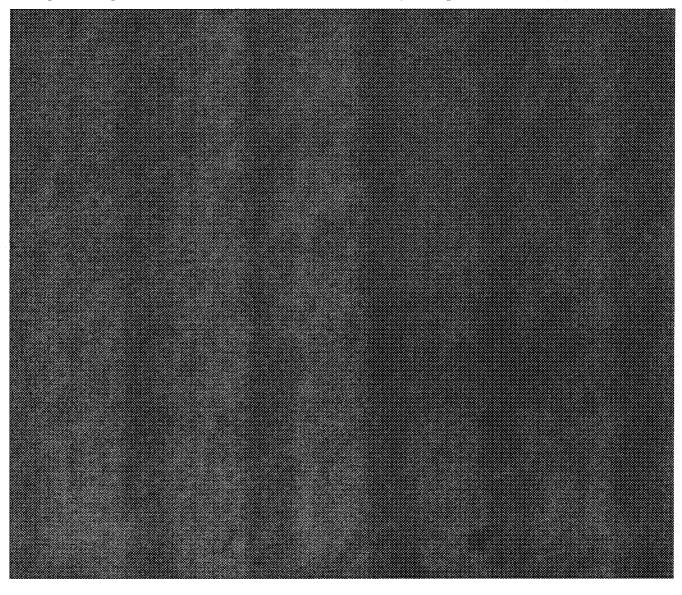
"Seller Entities" means Seller, and Johnson Controls Olympus SAS.

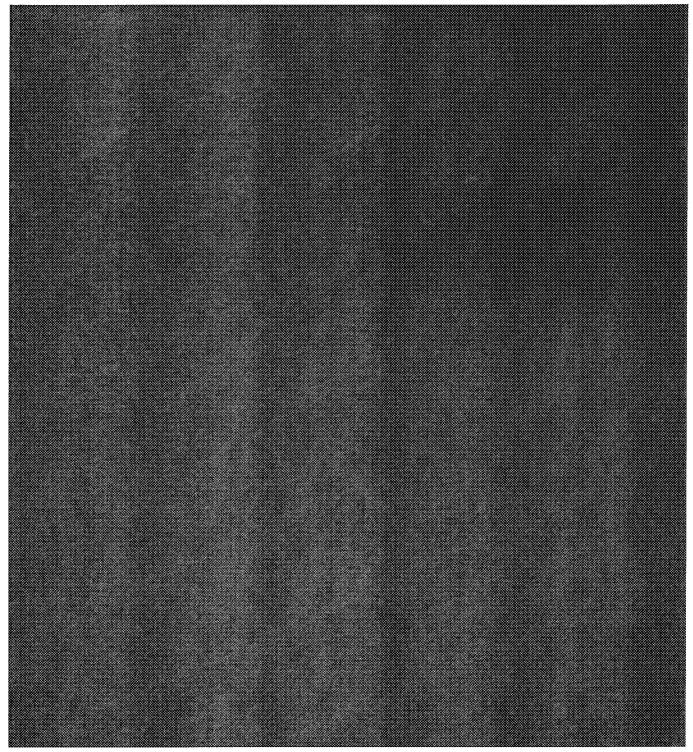


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"Subsidiary" means with respect to any Person, any corporation, limited liability company or other entity whether incorporated or unincorporated, of which (i) such first Person directly or indirectly owns or controls at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions or (ii) such first Person is a general partner or managing member.



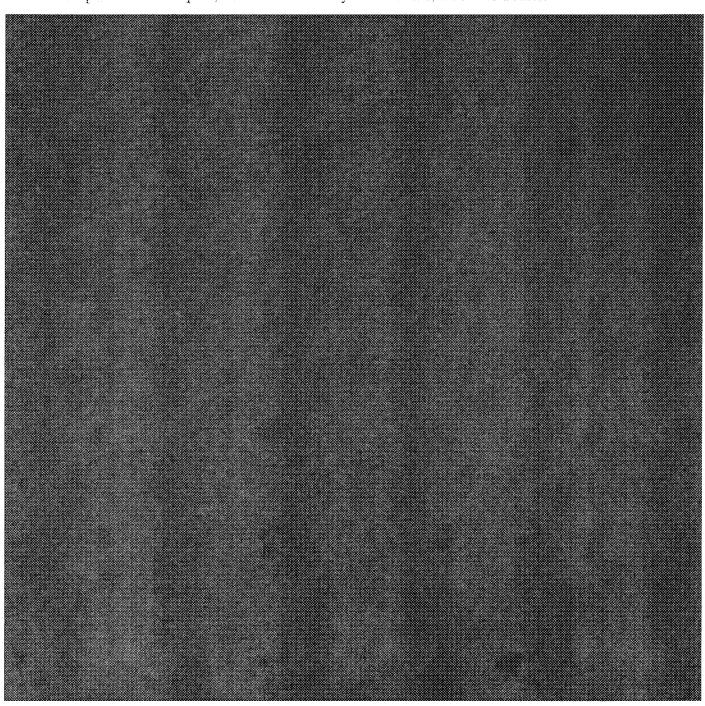


ARTICLE II
PURCHASES AND SALES; CLOSINGS

Section 2.1 <u>Purchases and Sales</u>.

-17-

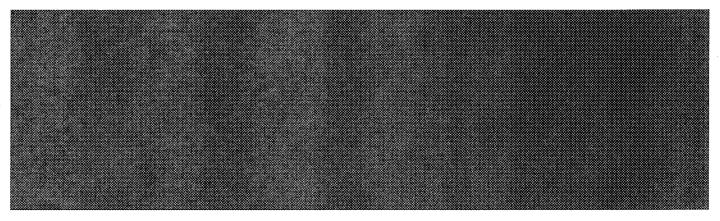
- (a) Subject to the terms and conditions of this Agreement, at the NAE Closing, Seller shall cause Johnson Controls Olympus SAS to, pursuant to the terms of the Share Transfer Agreement, sell, assign, transfer and convey to Purchaser, and Purchaser shall purchase and acquire, free and clear of any and all Liens, the Purchased Company Shares.
- (b) Subject to the terms and conditions of this Agreement, at the JARC Closing, Seller shall cause to be assigned, transferred and conveyed to Purchaser, and Purchaser shall purchase and acquire, free and clear of any and all Liens, the JARC Shares.



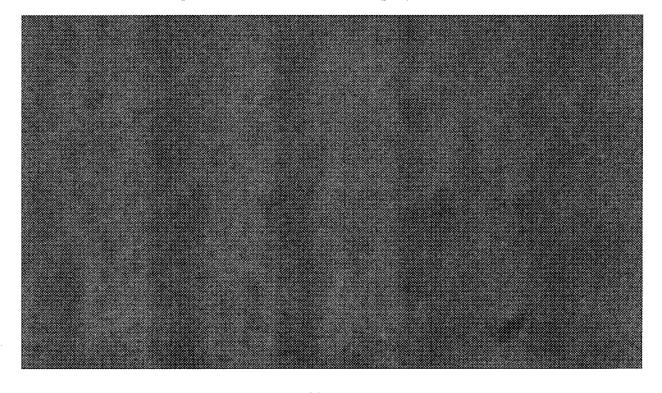
Section 3.9 Intellectual Property.

- (a) Section 3.9 of the Seller Disclosure Schedules sets forth a true, correct and complete list of all registered Intellectual Property, including applications therefor, included in the Business Intellectual Property. The Purchased Companies and the Seller Entities own all right, title and interest to, or have a valid and enforceable, transferable license to use, all Business Intellectual Property and any other Intellectual Property owned or licensed by Seller or its Subsidiaries ("Seller Intellectual Property") necessary to conduct the Business in the manner currently conducted. As of and after the Closing, the Purchased Companies will own all right, title and interest in and to, or have a valid and enforceable license to use, the Business Intellectual Property and any other Seller Intellectual Property necessary to conduct the Business in the manner currently conducted.
- (b) Section 3.9 of the Seller Disclosure Schedules sets forth a true, correct and complete list of all agreements pursuant to which the Seller or its Subsidiaries have the right to use or exploit Intellectual Property of any Person in connection with the Business (other than supply or customer agreements which contain licenses as part of the agreement). Subject to the provisions of Section 2.12, all rights granted under such agreements shall be fully available for the Purchased Companies' use or exploitation following the consummation of the transactions contemplated hereunder. The Seller and its Subsidiaries are not under any obligation to pay royalties or other payments in connection with any other agreement relating to the Intellectual Property of any Person.
- (c) <u>Section 3.9 of the Seller Disclosure Schedules</u> also sets forth a true, correct and complete list of all agreements pursuant to which the Seller or its Subsidiaries grant any Person a right or license to use or exploit any Business Intellectual Property (other than any supply or customer agreements which contain licenses as part of the agreement).
- (d) Except as set forth in Section 3.9 of the Disclosure Schedules: (i) none of the Business Intellectual Property is subject to any Judgment adversely affecting the use thereof or rights thereto by Seller and its Subsidiaries; (ii) there is no opposition or cancellation Proceeding pending against Seller and its Subsidiaries concerning the ownership, validity, enforceability or infringement of any Business Intellectual Property; (iii) to the Knowledge of Seller, there is no infringement or misappropriation, or other violation, or any written allegation made thereof, of any Business Intellectual Property; and (iv) to the Knowledge of Seller, neither Seller nor its Subsidiaries has received any written notice within the one (1) year period prior to the Signing Date alleging that any of the Business Intellectual Property infringes, misappropriates, violates or otherwise conflicts with the Intellectual Property of any other Person.
- (e) To the Knowledge of Seller, no present or former employee or officer of the Seller or any Subsidiary, holds any right, title or interest, directly or indirectly, in whole or in part, in or to any Business Intellectual Property.
- (f) (i) To the Knowledge of Seller, none of the Seller Intellectual Property has been used, disclosed or appropriated to the detriment of Seller or any Subsidiary for the benefit of any Person other than the Company; (ii) to the Knowledge of Seller, no employee,

independent contractor, consultant or agent of the Seller or any Subsidiary has misappropriated any trade secrets or other confidential information of any other Person in the course of performance of his or her duties as an employee, independent contractor, consultant or agent of the Seller or any Subsidiary; and (iii) the Seller has taken reasonably advisable actions necessary to protect the Seller Intellectual Property.



- (h) Except as explicitly agreed elsewhere in this Agreement or is otherwise agreed in writing by the Purchaser, the Seller and its subsidiaries shall not use, seek to register, register or authorize others to use, seek to register or register Business Intellectual Property anywhere in the world.
- (i) Any other representation or warranty contained in this Agreement notwithstanding, the representations and warranties contained in this <u>Section 3.9</u> and the representations and warranties set forth in <u>Section 3.8</u> constitute the sole representations and warranties of Seller relating to the Business Intellectual Property.



IN WITNESS WHEREOF, Seller and Purchaser have duly executed this Amended and Restated Share Purchase Agreement as of the date first written above.

JCI:

JOHNSON CONTROLS, INC.	
Du Mill	
By: 7/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1	
Name: Jerome Okarma	
Title: Vige President	
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MOTUS:	
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ACR II MOTUS INTEGRATED AND	
TECHNOLOGIES COŐPERATIEF U.A.	
By:	
Name:	
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JCI:
JOHNSON CONTROLS, INC.
By:Name: Jerome Okarma Title: Vice President
MOTUS:
ACR II MOTUS INTEGRATED AND TECHNOLOGIES COOPERATIEF U.A.

Name: __ Title: __

ROA Hudson

Section 3.9 Intellectual Property

Section 3.9 (a)—Proprietary Intellectual Property

- 1. Headliner Patents (non-JARC): See Attached
- 2. Visor Patents (non-JARC): See Attached

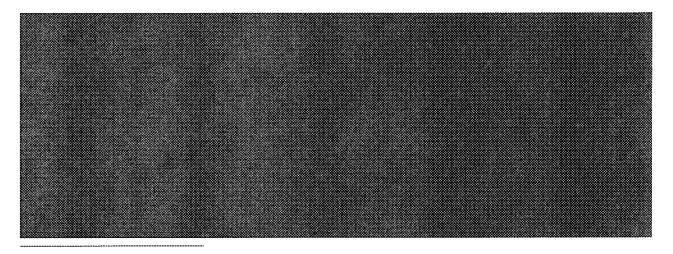
Section 3.9(b) — List of agreements pursuant to which the Seller or its Subsidiaries have the right to use or exploit Intellectual Property



Section 3.9(c)—List of agreements pursuant to which the Seller or its Subsidiaries grant any Person a right or license to use or exploit any Business Intellectual Property.

None

<u>Section 3.9(d) – Adverse Judgment affecting Business Intellectual Property; Opposition or Cancellation Proceeding concerning Business Intellectual Property; Infringement</u>



				Headliner Patent Portfolio						
PRODUCT		MATTER							GRANT	
GROUP	INTERNAL REF #	3471	COUNTRY	TITLE	STATUS	DATE FILED	APPLICATION #	PUBLICATION #	DATE	PATENT #
headliner -	01143/DE	Utility	DE	Verkleidungselement Für Den Innenraum Eines Fahrzeugs (Covering Element for the Interior of a Vehicle)	issued		101527594		3/16/06	DE1015275984
raeriner legeliner	03034/DE	Utility	30	Ausstattungsteil Für Ein Fahrzeug Mit Einem Reversibel Lösbaren Befestigungsmittel (Fitting Piece for a Vehicle with a Reversibly Detachable Fixing Means and Corresponding Method)	Issued	9/4/03	103412654	DE10341265A1	8/1/13	DE10341265B4
Satistics.	03137/EP-DE	Utility	DE	Platte Zur Dämpfung Akustischer Energie Für Niedrige, Mittlere Und Hohe Frequenzen (Panel Absorbing Acoustic Energy in the Law Madium and High Frequencies)	Issued	8/3/94	694243515	69424351	5/10/00	0637820
100 E	03137/JP	Utility	дp	Sound-Absorbing Panel	Issued	8/5/94	6184720	JPH07152384A	10/7/02	JP3333052B2
Estillities SECTION	<u>03137/US</u>	Utility	Sn	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	USS493081A
	05152/CN	Utility	CN	Decorative Part for a Motor Vehicle, comprising an Opening and a Published Supporting Element	Published	3/12/07	2007800093682	CN101405160A		
	05152/DE	Utility	DE	Ausstattungsteil Für Ein Kraftfahrzeug Mit Einer Öffnung Und Einem Anlageteil (Decorative Part for a Motor Vehicle, Comprising an Opening and a Supporting Element)	Published	3/15/06	1020060122526	DE102006012252A1		
	05152/EP	Utility	69	Ausstattungsteil Für Ein Kraftfahrzeug Mit Einer Öffnung Und Einem Anlageteil (Decorative Part for a Motor Vehicle, comprising an Opening and a Supporting Eiement)	Published	3/12/07	077231926	EP1996421A1		
	05152/JP	Utility	JP	Decorative Part for a Motor Vehicle, Comprising an Opening and a Published Supporting Element	Published	3/12/07	2008558699	JP2009529460A		
1	<u>05152/KR</u>	Utility	XX	Decorative Part for a Motor Vehicle, Comprising an Opening and a Published Supporting Element	Published	3/12/07	20087025199	KR20080113415A		-
i di	<u>06146/DE</u>	Utility	DE	Fahrzeugwerkleidungsteil Mit im Wesentlichen Symmetrisch Vorgesehenem Schichtaufbau Und Verfahren Zur Herstellung Eines Fahrzeugverkleidungsteils (Vehicle Trim Component having a substantially Symmetric Layer Structure and the Intended Method of Making a Vehicle Trim Panel)	Published	7/31/06	1020060359224	DE102006035922A1		
12 12 12 12 12 12 12 12 12 12 12 12 12 1	<u>06146/EP</u>	Utility	er G	Fahrzeugverkleidungsteil Mit im Wesentlichen Symmetrisch Vorgesehenem Schichtaufbau Und Verfahren Zur Herstellung Eines Fahrzeugverkleidungsteils (Vehicle Cladding Part with Substantially Symmetrically Provided Layer Structure and Method for the Production of a Vehicle Cladding Part)	ssued	7/30/07	078014636	EP2049368A2	10/30/13	EP2049368B1
	06270/EP	Utility	63	Element Surfacique Du Type Volet Et Dispositif Pare-Soleil Comprenant Au Moins Un Tel Element (Flap Type Surface Member and Sun Visor Device Including at Least One Such Member)	Published	2/29/08	087756581	EP2125408A1		
	06279/FR	Utility	TR.	Element Surfacique Du Type Volet Et Dispositif Pare-Soleil Comprenant Au Moins Un Tel Element (Flap Type Surface Member and Sun Visor Device Including at Least One Such Member)	Issued	3/2/07	0701550	FR2913214A1	6/10/11	FR291321481

Document Number: 5830166
Version: 1

EP218313081	1/16/13	EP2183130A1	087967279	7/28/08	Issued	Composite Headliner with Improved Acoustic Performance	69	Utility	<u>US00588/EP</u>	
	12/11/13	CN101784418A	2008800256398	7/28/08	Issued	Composite Headliner with Improved Acoustic Performance	S	Utility	US00588/CN	
		CA2693838A1	2693838	7/28/08	Published	Composite Headliner with Improved Acoustic Performance	S	Utility	US00588/CA	
			MXa2013004244	4/16/13	Pending	Method and Apparatus for Forming a Vehicle Headliner	ΝX	Utility	<u>US00576.1/MX</u>	
				5/2/13	Pending	Infrared Welding Process for Bonding Portions of a Vehicle Interior Assembly	Sn	Prov	<u>13111P/US</u>	interiors - Headliner
*******			PCTUS1373373	12/5/13	Pending	Fabric Covered Vehicle Interior Assembly Having a Recess	WO	Utility	<u>12412-PCI</u>	
					Open	HEADLINER AND METHOD OF MAKING HEADLINER	WO	Utility	12199/WO	Headhac
					Pending	VEHICLE ROOF LINING IMITATING A STARRY SKY	WO	Utility	<u>11163/WO</u>	Interiors - Headliner
	-		1020120163991	8/21/12	Pending	Unkown Title	DE DE	Utility	<u>11163/DE</u>	Interiors - Headliner
		EP2604475A3	120017652	3/15/12	Published	Dachhimmel Mit Umgeformter Umlaufender Oberkante (Roof Liner with Hemmed Perimetral Upper Edge)	Ę	Atilito	10398/EP	
		DE102011113673A1	1020111136731	9/20/11	Published	Dachhimmel Mit Umgeformter Umlaufender Oberkante (Roof Liner with Hemmed Perimetral Upper Edge)	30	Utility	10398/DE	
		US20120001457A1	13143377	1/5/10	Allowed	Headliner with Integral Wire Harness	S	Utility	<u>08458/US</u>	
1		KR20110117139A	1020117018406	1/5/10	Published	Headliner with Integral Wire Harness	KR.	Utility	08458/KR	
		JP2012514560A	2011545392	1/5/10	Published	Headliner with integral Wire Harness	g.	Utility	08458/JP	1117 EL O.B.
		5499/DELNP/2011	5499DELNP2011	1/5/10	Published	Headliner with Integral Wire Harness	ž	Utility	<u>08458/IN</u>	
		EP2385910A1	107002784	1/5/10	Published	Headliner with Integral Wire Harness	ę	Utility	<u>08458/EP</u>	
	5/28/14	CN102307756A	2010800065951	1/5/10	Allowed	Headliner with Integral Wire Harness	2	Utility	08458/CN	
		EP2373522A1	098019334	12/8/09	Published	Dachhimmel Mit Umgeformter, Umlaufender Oberkante (Roof Lining having Formed, Peripheral Upper Edge)	in.	Utility	<u>07486/EP</u>	20 G 20 G 21 G 21 G
		DE102008060678A1	1020080606782	12/8/08	Published	Dachhimmel Mit Umgeformter, Umlaufender Oberkante (Headlining with Reshaped, Circular Top)	D£	Utility	<u>07486/DE</u>	
EP1958761B1	9/25/13	EP1958761A3	080030125	2/19/08	Issued	Fertigungsverfahren Einer Dachversteifung (Method for Production a Roof Reinforcement)	E	Utility	07056/EP	
PATENT #	DATE	PUBLICATION #	APPLICATION #	DATE FILED	STATUS	TITE YRTH	COUNTRY	TYPE	INTERNAL REF#	GROUP
				-						
				Entities		Headliner Patent Portfolio				
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RECORDED: 04/15/2016

2		NA TYCG	NAA TYCO							
RODUCT		MATTER						- 3	GRANT	
SROUP IN	INTERNAL REF #	3441	COUNTRY TITLE	TITLE	STATUS	DATE FILED				PATENT #
i i	US00588/JP	Utility	дþ	Composite Headliner with Improved Acoustic Performance	Issued	7/28/08	7/28/08 2010518432	JP2010534587A	11/15/13	
E A	US00588/MX	Utility	MX	Composite Headliner with Improved Acoustic Performance	Pending	7/28/08	MXa2010000787			
	JS00588/US	Utility	S	Composite Headliner with Improved Acoustic Performance	Issued	7/28/08	12670702	US20100219014A1 9/13/11 US8016072B2	9/13/11	US8016072B2