

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4432802

| | | |
|---|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | JOHNSON CONTROLS TECHNOLOGY COMPANY | 11/14/2016 |
| RECEIVING PARTY DATA | | |
| Name: | YANFENG LUXEMBOURG AUTOMOTIVE INTERIOR SYSTEMS IP HOLDING S.A.R.L. | |
| Street Address: | NO. 2166 JUFENG ROAD | |
| Internal Address: | PUDONG NEW AREA | |
| City: | SHANGHAI | |
| State/Country: | CHINA | |
| PROPERTY NUMBERS Total: 1 | | |
| | Property Type | Number |
| | Patent Number: | 9061649 |
| CORRESPONDENCE DATA | | |
| Fax Number: | | |
| <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> | | |
| Email: | paralegal@convergenceiplaw.com | |
| Correspondent Name: | CONVERGENCE INTELLECTUAL PROPERTY LAW P.C | |
| Address Line 1: | 2251 GRANT RD. SUITE G | |
| Address Line 4: | LOS ALTOS, CALIFORNIA 94024 | |
| ATTORNEY DOCKET NUMBER: | YFAI008 | |
| NAME OF SUBMITTER: | ANEESH KRISHNAN | |
| SIGNATURE: | /ANEESH/ | |
| DATE SIGNED: | 05/26/2017 | |
| Total Attachments: 17 | | |
| source=ENG - JCI Business IPR Confirmatory Assignment - Fully Executed#page1.tif | | |
| source=ENG - JCI Business IPR Confirmatory Assignment - Fully Executed#page2.tif | | |
| source=ENG - JCI Business IPR Confirmatory Assignment - Fully Executed#page3.tif | | |
| source=ENG - JCI Business IPR Confirmatory Assignment - Fully Executed#page4.tif | | |
| source=ENG - JCI Business IPR Confirmatory Assignment - Fully Executed#page5.tif | | |
| source=ENG - JCI Business IPR Confirmatory Assignment - Fully Executed#page6.tif | | |

source=ENG - JCI Business IPR Confirmatory Assignment - Fully Executed#page7.tif
source=ENG - JCI Business IPR Confirmatory Assignment - Fully Executed#page8.tif
source=ENG - JCI Business IPR Confirmatory Assignment - Fully Executed#page9.tif
source=ENG - JCI Business IPR Confirmatory Assignment - Fully Executed#page10.tif
source=ENG - JCI Business IPR Confirmatory Assignment - Fully Executed#page11.tif
source=ENG - JCI Business IPR Confirmatory Assignment - Fully Executed#page12.tif
source=ENG - JCI Business IPR Confirmatory Assignment - Fully Executed#page13.tif
source=ENG - JCI Business IPR Confirmatory Assignment - Fully Executed#page14.tif
source=ENG - JCI Business IPR Confirmatory Assignment - Fully Executed#page15.tif
source=ENG - JCI Business IPR Confirmatory Assignment - Fully Executed#page16.tif
source=ENG - JCI Business IPR Confirmatory Assignment - Fully Executed#page17.tif

| | | |
|--|--|--|
| ASSIGNMENT AND CONFIRMATION AGREEMENT | | |
|--|--|--|

| | | |
|---|--|--|
| I.a. Parties/Related Entities | | |
| Assignor – JCI | | |
| Johnson Controls Technology Company, a United States based corporation with a place of business at 915 East 32 nd Street, Holland, Michigan, USA (JCI) | | |
| Assignor/Assignee – IP HoldCo Germany | | |
| Johnson Controls Interiors Management Germany Limited & Co. KG n/k/a Yanfeng Europe Automotive Interior Systems Management Limited & Co. KG, a German company with a place of business at Jagenbergstr. 1, 41468 Neuss, Germany (IP HoldCo Germany) | | |
| Assignee – IP HoldCo Lux | | |
| Johnson Controls Interiors IP Holding S.A.R.L. n/k/a Yanfeng Luxembourg Automotive Interior Systems IP Holding S.A.R.L., a Luxembourg company with a principal place of business at 121, rue de Hollerich, L-1741 Luxembourg (IP HoldCo Lux) | | |
| Assignee – YFAI JQ IP Management Entity | | |
| Shanghai Yanfeng Jinqiao Automotive Trim Systems Co. Ltd., a Chinese company with a principal place of business at No. 2166 Jufeng Road, Pudong New Area, Shanghai, China (YFAI JQ IP Management Entity) | | |
| Related Entity – YFAI | | |
| Yanfeng Global Automotive Interior Systems Co. Ltd., an entity having a place of business at 399 Liuzhou Road, Shanghai, China (YFAI) | | |
| Related Entity – YFAI US I | | |
| Yanfeng US Automotive Interior Systems I LLC, an entity having a place of business at 45000 Helm Street, Plymouth, MI 48170 (YFAI US I) | | |
| Related Entity – YFAI US II | | |
| Yanfeng US Automotive Interior Systems II LLC, an entity having a place of business at 45000 Helm Street, Plymouth, MI 48170 (YFAI US II) | | |
| Related Entities – YFAI Affiliates | | |
| YFAI Affiliates comprise individually and collectively YFAI, YFAI US I, YFAI US II, IP HoldCo Germany, IP HoldCo Lux, YFAI JQ IP Management Entity, and any other entity or affiliate of YFAI that may hold any rights in intellectual property (including but not limited to Inventions/Patent Rights) under this Agreement. | | |
| I.b. YFAI Law Department | | |
| The law department operating on behalf of YFAI (YFAI Law Department) provides services to all YFAI Affiliates (including but not limited to YFAI US I, YFAI US II, IP HoldCo Lux, IP HoldCo Germany, YFAI JQ IP Management Entity) and any other entity or affiliate of YFAI. YFAI Law Department is not a party | | |

| | | |
|------------------------------------|--------------|--------------|
| YFAI IP Assignment 131568589 v7 | Page 1 of 14 | 13-JUNE-2016 |
|------------------------------------|--------------|--------------|

| | | |
|--|--|--|
| | ASSIGNMENT AND CONFIRMATION AGREEMENT | |
|--|--|--|

or an entity under this agreement. YFAI Law Department is an operating department of YFAI.

II. Patent Assignment – General Terms

This Agreement and Confirmation by and between each **Assignor** and each **Assignee** is executed pursuant to Section II of the JCI Business Intellectual Property Rights (IPR) Assignment Agreement entered into as of June 29, 2015 (collectively referred to as **JCI IPR Assignment Agreement**) in furtherance of a separate Amended and Restated Master Agreement dated April 10, 2015, by and between Yanfeng Automotive Trim Systems Company Limited and Johnson Controls, Inc. (to form joint venture entity YFAI).

On the effective date of the JCI IPR Assignment Agreement, JCI had an ownership interest in the patents set forth in Attachment A (**Assigned Patents**), the patent applications set forth in Attachment A (**Assigned Applications**), as well as inventions disclosed in the **Assigned Applications (Assigned Inventions)**. (The **Assigned Patents, Assigned Applications and Assigned Inventions** under this Agreement will be referred to collectively as the **Inventions/Patent Rights**.)

Pursuant to the JCI IPR Assignment Agreement, JCI agreed to assign and assigned all of its ownership interests of "**Business IPR**" (as defined) as follows: (a) "**General Business IPR**" (as defined) to IP HoldCo Lux; (b) "**Pending Patent Business IPR**" (as defined) to IP HoldCo Germany. **Pending Patent Business IPR** comprises all **Assigned Applications** and all **Assigned Inventions**; **General Business IPR** comprises all **Assigned Patents** and residual **Business IPR** (other than **Pending Patent Business IPR**).

III. Purpose/Intent of Agreement

The purpose of the present Agreement is (a) to confirm and effectuate the terms of the JCI IPR Assignment Agreement; (b) to confirm the transfer of **General Business IPR** to IP HoldCo Lux; (c) to confirm the transfer of **Pending Patent Business IPR** to IP HoldCo Germany; (d) to effectuate the assignment of all **Pending Patent Business IPR** to the YFAI JQ IP Management Entity; (e) establish full and proper authority for the YFAI Law Department (including **General Counsel** and **IP Manager**) to act on behalf of each **Assignee** and YFAI (including any YFAI **Affiliates** and the YFAI JQ IP Management Entity) on matters within the **Pending Patent Business IPR** and on all present and future **Inventions/Patent Rights**.

The parties intend, agree and acknowledge that pursuant to the present Agreement that IP HoldCo Lux shall be owner and become owner of record for all **General Business IPR**, including but not limited to the **Assigned Patents**.

The YFAI **Affiliates** intend, agree and acknowledge that pursuant to the present Agreement the YFAI JQ IP Management Entity shall be owner and become owner of record for all **Pending Patent Business IPR** (all included and present/future **Inventions/Patent Rights**), consisting of the **Assigned Applications** and the **Assigned Inventions**.

| |
|--|
| ASSIGNMENT AND CONFIRMATION AGREEMENT |
|--|

The YFAI Affiliates intend, agree and acknowledge that the YFAI JQ IP Management Entity as Assignee shall pursuant to the present Agreement acquire and own the entire right, title, and interest in and to the **Assigned Inventions**, the **Assigned Applications**, the right to file applications on the **Assigned Inventions**, the entire right, title and interest in and to any patent application in the United States or any other country (or patent/intellectual property office) claiming priority to the **Assigned Applications** and the entire right, title, and interest in and to any patent in the United States or any other country (or patent/intellectual property office) to be obtained for the **Assigned Inventions** and **Assigned Applications**.

| |
|---|
| IV. Confirmatory Assignment of Assigned Patents to IP HoldCo Lux |
|---|

For good and sufficient consideration, the receipt of which is acknowledged (including by execution of the JCI IPR Assignment of June 29, 2015), JCI has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto IP HoldCo Lux (including successors, legal representatives, and assigns) and confirms the assignment of its entire right, title, and interest in and to the **General Business IPR** comprising (among other rights) certain **Assigned Patents**, the right to recover damages, including provisional or other royalties, for prior infringements of the **Assigned Patents**, its entire right, title and interest in and to any and all reissues, reexaminations, and extensions of the **Assigned Patents**, and all related rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, the same to be held and enjoyed by IP HoldCo Lux, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which each of the patents has been granted as fully and entirely as the same would have been held and enjoyed by JCI had this sale and assignment not been made.

| |
|---|
| V. Confirmatory Assignment of Assigned Applications/Assigned Inventions to IP HoldCo Germany |
|---|

| | | |
|--|--|--|
| | ASSIGNMENT AND CONFIRMATION AGREEMENT | |
|--|--|--|

For good and sufficient consideration, the receipt of which is acknowledged (including by execution of the JCI IPR Assignment Agreement of June 29, 2015), JCI has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto **IP HoldCo Germany** (including successors, legal representatives, and assigns) and confirms the assignment of its entire right, title, and interest in and to the **Pending Patent Business IPR** comprising the **Assigned Inventions** and **Assigned Applications**, the right to file applications on the **Assigned Inventions**, its entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to the **Assigned Applications**, including divisions, continuations, and continuations-in-part of the **Assigned Applications**, the right to recover damages, including provisional or other royalties, for prior infringements of the **Assigned Applications**, its entire right, title and interest in and to any and all Letters Patent or Patents, United States or foreign, to be obtained for the **Assigned Inventions** and the **Assigned Applications**, its entire right, title and interest in and to any and all reissues, reexaminations, and extensions of such patents to be obtained, and all related rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, the same to be held and enjoyed by **IP HoldCo Germany**, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which each of any such patent application and/or resulting patents may be granted as fully and entirely as the same would have been held and enjoyed by JCI had this sale and assignment not been made.

| | | |
|--|--|--|
| | ASSIGNMENT AND CONFIRMATION AGREEMENT | |
|--|--|--|

| |
|---|
| VI. Transfer of Assigned Applications/Assigned Inventions (Inventions/Patent Rights) by IP HoldCo Germany (Assignor) to YFAI IP JQ Management Entity (Assignee) |
| IP HoldCo Germany shall be referred to as Assignor . |
| The YFAI IP JQ Management Entity shall be referred to as Assignee . |
| For good and sufficient consideration, the receipt of which is acknowledged, IP HoldCo Germany as Assignor agrees to assign, transfer and set over and hereby assign, transfer, and set over unto the YFAI IP JQ Management Entity (Assignee), (including successors, legal representatives, and assigns) its entire right, title, and interest in all Pending Patent Business IPR , including the Assigned Inventions , the Assigned Applications , and all included and present/future Inventions/Patent Rights including but not limited to the right to file applications on the Assigned Inventions , its entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to the Assigned Inventions , including divisions, continuations, and continuations-in-part of the Assigned Applications , the right to recover damages, including provisional or other royalties, for prior infringements of the Assigned Applications , its entire right, title and interest in and to any and all letters patent or patents (United States or foreign) to be obtained for the Assigned Inventions and the Assigned Applications , its entire right, title and interest in and to any and all reissues, reexaminations, and extensions of such patents to be obtained, and all related rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, such rights to be held and enjoyed by the YFAI JQ IP Management Entity as Assignee , for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which each of any such patent application and/or resulting patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made. |
| JCI agrees and consents to the assignment, transfer and conveyance provided in Section VI to the extent required under applicable law to effectuate and complete the transfer of inventions/patent rights to each Assignee and YFAI (including YFAI Affiliates). |

| | | |
|------------------------------------|--------------|--------------|
| YFAI IP Assignment 131568589 v7 | Page 5 of 14 | 13-JUNE-2016 |
|------------------------------------|--------------|--------------|

| | | |
|--|--|--|
| | ASSIGNMENT AND CONFIRMATION AGREEMENT | |
|--|--|--|

| |
|--|
| VII. YFAI JQ IP Management Entity |
|--|

| |
|--|
| The YFAI JQ IP Management Entity has a principal place of business and residence at No. 2166 Jufeng Road, Pudong New Area, Shanghai, China. |
|--|

| |
|---|
| For purposes of transacting with patent/intellectual property offices (including as Applicant for matters relating to the Pending Patent Business IPR and all present and future Inventions/Patent Rights) (not for any other purpose), the YFAI JQ IP Management Entity operates through the YFAI Law Department as a resident: |
|---|

| |
|------------------------------|
| (a) in the United States at: |
|------------------------------|

| |
|---------------------------|
| c/o Law Department |
|---------------------------|

| |
|---|
| Yanfeng US Automotive Interior Systems I LLC |
|---|

| |
|-------------------|
| 45000 Helm Street |
|-------------------|

| |
|--------------------|
| Plymouth, MI 48170 |
|--------------------|

| |
|--|
| Attention: IP Manager (Manager, IP Operations) |
|--|

| |
|--------------------|
| (b) in Germany at: |
|--------------------|

| |
|---------------------------|
| c/o Law Department |
|---------------------------|

| |
|---|
| Yanfeng Europe Automotive Interior Systems Management Limited & Co. KG |
|---|

| |
|-----------------|
| Jagenbergstr. 1 |
|-----------------|

| |
|----------------------|
| 41468 Neuss, Germany |
|----------------------|

| |
|--|
| Attention: IP Manager (Manager, Intellectual Property) |
|--|

| |
|------------------|
| (c) in China at: |
|------------------|

| |
|---|
| Shanghai Yanfeng Jingqiao Automotive Trim Systems Co. Ltd. |
|---|

| |
|----------------------|
| No. 2166 Jufeng Road |
|----------------------|

| |
|-----------------|
| Pudong New Area |
|-----------------|

| |
|-----------------|
| Shanghai, China |
|-----------------|

| |
|---|
| Attention: IP Manager/YFAI Law Department |
|---|

| |
|---|
| The YFAI JQ IP Management Entity shall be and is owner and owner of record and may be named as Applicant for any patent application filed in any country and any patent/intellectual property office (including under the Patent Cooperation Treaty) as a resident for purpose of transacting with patent/intellectual property offices only (not for any other purpose) of the United States, Germany and/or China relating to the Pending Patent Business IPR (including but not limited to the present and future Inventions/Patent Rights). |
|---|

| | | |
|--|--|--|
| | ASSIGNMENT AND CONFIRMATION AGREEMENT | |
|--|--|--|

| |
|---|
| VIII. Appointment/Authorization of YFAI Law Department to Act on Behalf of YFAI Affiliates (Delegable Power of Attorney) |
| The YFAI Affiliates may be represented by the YFAI Law Department. For purposes of the present Agreement (a) the term General Counsel will mean the corporate counsel holding the title of " General Counsel " (or equivalent title/position) with the YFAI Law Department; (b) the term IP Manager will mean an employee holding the title of "Manager, IP Operations" or "Manager, Intellectual Property" or "Manager of IP" or "IP Manager" or other equivalent manager title/role responsible for IP within the YFAI Law Department and/or the YFAI Advanced Product Development and Sales (APDS) Department. |
| The YFAI Affiliates appoint and authorize the YFAI Law Department including the General Counsel and the IP Manager to act on behalf of the YFAI Affiliates for all business purposes relating to transactions and proceedings of any kind with any patent/intellectual property office and any ancillary activities (including but not limited to interactions and transactions with inventors, agents, etc. and under the Patent Cooperation Treaty) relating to the Business IPR and any present and future Inventions/Patent Rights of any kind under the ownership or control of the YFAI Affiliates; such appointment and authorization of the YFAI Law Department (including the General Counsel and IP Manager) shall include a general grant of power of attorney (or equivalent authorization effective in any patent/intellectual property office); the authorization by the YFAI Affiliates to the YFAI Law Department (including the General Counsel and IP Manager) may be delegated by the General Counsel and IP Manager , other managers or directors of the YFAI Affiliates of any affiliate and to outside service providers including but not limited to agents/attorneys to represent and appear as representative/correspondent of the YFAI Affiliates in or before any patent/intellectual property office on any matter relating to the Business IPR transferred to one or more of the YFAI Affiliates (including but not limited to the Inventions/Patent Rights comprising Assigned Patents, Assigned Applications and Assigned Inventions) and any future Inventions/Patent Rights of any kind under the ownership or control of the YFAI Affiliates. |

| | | |
|------------------------------------|--------------|--------------|
| YFAI IP Assignment 131568589 v7 | Page 7 of 14 | 13-JUNE-2016 |
|------------------------------------|--------------|--------------|

| | | |
|--|--|--|
| | ASSIGNMENT AND CONFIRMATION AGREEMENT | |
|--|--|--|

**IX. Acknowledgements/Consents and Agreements of Assignor (IP HoldCo Germany)
(including Affiliates) and Assignees (YFAI JQ IP Management Entity and IP HoldCo Lux)**

Assignor hereby covenants and agrees to and with the **Assignees**, their successors, legal representatives, and assigns that the **Assignor** will, at the request of the **YFAI Law Department** (including the **General Counsel** and **IP Manager**) or the counsel of the successors, legal representatives, and assigns of **YFAI JQ IP Management Entity** or **IP HoldCo Lux** sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for the **Business IPR** (including but not limited to the **Inventions/Patent Rights**) any application claiming priority to the **Assigned Applications**, any reissue, reexamination, or extension of the **Assigned Patents**, and any patents for the **Business IPR** (including but not limited to the **Inventions/Patent Rights**, such **Assigned Inventions**, and the **Assigned Applications**), including interference proceedings without charge to the **Assignees**, their successors, legal representatives, and assigns, but at the cost and expense of **YFAI JQ IP Management Entity** or **IP HoldCo Lux**, its successors, legal representatives, and assigns.

Assignor authorizes and agrees that any patent application that has been or may be filed relating to the **Inventions/Patent Rights** will name **YFAI JQ IP Management Entity** (or an affiliate designated by **YFAI JQ IP Management Entity**) as **Applicant**. **Assignor** authorizes and requests that any patent that may be granted on the **Inventions/Patent Rights** will issue to and in the name of **YFAI JQ IP Management Entity** (or an affiliate designated by **YFAI JQ IP Management Entity**) as **Applicant**. **Assignor** hereby requests that any patent/intellectual property office and any other similar government authority throughout the world issue any and all patents relating to the **Inventions/Patent Rights** to **YFAI JQ IP Management Entity** (or an affiliate designated by **YFAI JQ IP Management Entity**) as the **Assignee** of the **Assigned Inventions** and any related present and future **Inventions/Patent Rights**.

Assignor authorizes and agrees that **YFAI JQ IP Management Entity** or **IP HoldCo Lux** (by an authorized representative, including but not limited to the **General Counsel**, **IP Manager**, or any employee-manager acting on behalf of **YFAI JQ IP Management Entity** or **IP HoldCo Lux** or any affiliate of **YFAI JQ IP Management Entity** or **IP HoldCo Lux** for intellectual property matters) as **Applicant** may delegate authorization to agents/attorneys to represent and appear as correspondent/representative of **YFAI JQ IP Management Entity** or **IP HoldCo Lux** (by power of attorney or equivalent authority) for any patent application that has been or may be filed for the **Business IPR** (including but not limited to the **Inventions/Patent Rights**).

Assignor agrees to execute and deliver to each **Assignee** without further consideration any applications, agreements or other materials, to cooperate with the **Assignees** in the procurement, maintenance and enforcement of rights in the **Business IPR** (including but not limited to the **Inventions/Patent Rights**), and to perform on behalf of the **Assignees** any lawful acts that may be deemed necessary or appropriate by **YFAI JQ IP Management Entity** or **IP HoldCo Lux** to obtain, maintain and enforce the rights of the **Assignees** in **Business IPR** (including but not limited to the **Inventions/Patent Rights**). Each **Assignor** agrees and consents that a copy of this Agreement will be a proper legal/functional of any document in any country or patent/intellectual property office for any purpose in relation to the **Business IPR** (including but not limited to **Inventions/Patent Rights**), including but not limited to establishing proof of the right of **YFAI JQ IP Management Entity** or **IP HoldCo Lux** (including any affiliate) as **Applicant** to file and prosecute any patent application and/or to claim the benefit of priority under any law, treaty, convention, etc., and establishing proof of the resident status of **YFAI JQ IP Management Entity**.

| | | |
|--|--|--|
| | ASSIGNMENT AND CONFIRMATION AGREEMENT | |
|--|--|--|

| |
|---|
| X. JCI Entities/Affiliates Holding Applicable Inventions/Patent Rights (Business IPR) |
| This Agreement and Confirmation shall be effective by and between each Assignor and each Assignee as provided in the JCI IPR Assignment Agreement for any JCI Entity or Affiliate that holds or may hold or be identified or recorded as holding an ownership interest in applicable Inventions/Patent Rights (Business IPR) including but not limited to the following listed entities: |
| Johnson Controls Technology Company |
| Johnson Controls do Brasil Automotiva Ltda |
| Johnson Controls Interiors GmbH & Co. KG |
| Johnson Controls Headliner GmbH |
| Johnson Controls Interiors Management GmbH |
| Johnson Controls Automotive S.r.l. |
| Johnson Controls (China) Investment Co., Ltd. |
| Johnson Controls S.p.A. |
| Johnson Controls GmbH |
| Johnson Controls Roth S.A. |

| | | |
|------------------------------------|--------------|--------------|
| YFAI IP Assignment 131568589 v7 | Page 9 of 14 | 13-JUNE-2016 |
|------------------------------------|--------------|--------------|

| |
|--|
| ASSIGNMENT AND CONFIRMATION AGREEMENT |
|--|

XI. Attachments

Attachment A is intended to include all **Business IPR** consisting of patents, patent applications, or patent filings (**Patent Business IPR**). Attachment A is based on Attachment 1 of the JCI IPR Assignment Agreement of June 29, 2015. Attachment A has been supplemented to include **Patent Business IPR** that has been filed subsequent to the original Attachment 1 to the JCI IPR Assignment Agreement. A separate Attachment has been prepared for each relevant country and/or patent/intellectual property office where **Patent Business IPR** has been identified. A schedule of **Patent Business IPR** may be separated into Assigned Patents (to IP HoldCo Lux) and Pending **Patent Business IPR** (to YFAI JQ IP Management Entity).

Attachment A-BR comprises all **Patent Business IPR** related to Brazil and the Brazil Patent Office. (website: <http://www.brazilpatents.com/>)

Attachment A-CA comprises all **Patent Business IPR** related to Canada and the Canadian Intellectual Property Office. (website: <http://www.ic.gc.ca/eic/site/cipointernet-internetopic.nsf/eng/Home>)

Attachment A-CN comprises all **Patent Business IPR** related to China and the State Intellectual Property Office. (website: <http://english.sipo.gov.cn/>)

Attachment A-CZ comprises all **Patent Business IPR** related to Czech Republic and the Industrial Property of the Czech Republic. (website: <http://www.upv.cz/en.html>)

Attachment A-DE comprises all **Patent Business IPR** related to Germany and the German Patent and Trademark Office. (website: <http://dpma.de/english/index.html/>)

Attachment A-EP comprises all **Patent Business IPR** related to European Union and the European Patent Office. (website: <https://www.epo.org/index.html>)

Attachment A-ES comprises all **Patent Business IPR** related to Spain and the Spanish Patent and Trademark Office. (website: <http://www.oepm.es/es/index.html>)

Attachment A-FR comprises all **Patent Business IPR** related to France and the National Institute of Industrial Property. (website: <https://www.inpi.fr/fr>)

Attachment A-GB comprises all **Patent Business IPR** related to Great Britain and the Intellectual Property Office (United Kingdom). (website: <https://www.gov.uk/government/organisations/intellectual-property-office>)

Attachment A-HU comprises all **Patent Business IPR** related to Hungary and the Hungarian Intellectual Property Office. (website: <http://www.hipo.gov.hu/en>)

Attachment A-IN comprises all **Patent Business IPR** related to India and the Office of the Controller General of Patents, Designs & Trade Marks. (website: <http://www.ipindia.nic.in/>)

Attachment A-IT comprises all **Patent Business IPR** related to Italy and the Italian Patent and Trademark Office. (website: <http://www UIBM.gov.it/>)

Attachment A-JP comprises all **Patent Business IPR** related to Japan and the Japan Patent Office. (website: <http://www.jpo.go.jp/>)

Attachment A-KR comprises all **Patent Business IPR** related to Republic of Korea and the Korean Intellectual Property Office. (website: <http://kipris.or.kr/enghome/main.jsp>)

Attachment A-MX comprises all **Patent Business IPR** related to Mexico and the Mexican Institute of Industrial Property. (website: <http://www.impi.gob.mx/>)

Attachment A-MY comprises all **Patent Business IPR** related to Malaysia and the Intellectual Property Corporation of Malaysia. (website: <http://www.myipo.gov.my/>)

Attachment A-PL comprises all **Patent Business IPR** related to Poland and the Patent Office of the Republic of Poland. (website: <http://pubserv.uprp.pl/PublicationServer/index.php?jezyk=en>)

| | | |
|--|--|--|
| ASSIGNMENT AND CONFIRMATION AGREEMENT | | |
|--|--|--|

Attachment A-SK comprises all **Patent Business IPR** related to Slovakia and the Industrial Property Office of the Slovak Republic. (website: <http://www.indprop.gov.sk/?introduction>)

Attachment A-TH comprises all **Patent Business IPR** related to Thailand and the Department of Intellectual Property. (website: <http://www.ipthailand.go.th/en/>)

Attachment A-US comprises all **Patent Business IPR** related to the United States and the United States Patent and Trademark Office. (website: <http://www.uspto.gov/>)

XII. Use/Recordation of Agreement

This Agreement may be signed in separate counterparts by an authorized representative of each party with each counterpart to be combined (i.e. to form a single document) and/or may be supplemented with applicable application/patent information (e.g. title, numbers, dates, etc.); this Agreement (including as combined and/or supplemented) may be used by the **Assignees** for any and all purposes in relation to the **Inventions/Patent Rights**, including but not limited to filing/recordation with any patent/intellectual property office.

The present Agreement will be filed and recorded (or otherwise intended) to establish the authority of **IP HoldCo Lux** as owner of record of the **General Business IPR**. The Parties agree that in each patent/intellectual property office the **Assignee** may in discretion of Applicant choose to include only the specific attachments listing **Inventions/Patent Rights** relevant to the specific patent/intellectual property office (and may redact or remove any other attachment to the present Agreement).

The present Agreement will be filed and recorded (as intended by the parties/entities) to establish the authority of the **YFAI JQ IP Management Entity** as owner of record of the **Pending Patent Business IPR** and all included and any present/future **Inventions/Patent Rights** and to act as Applicant (including through designated agent/attorney and representative/correspondent) in any/each relevant patent/intellectual property office; The Parties agree that in each patent/intellectual property office the **Assignee** may in discretion of Applicant choose to include only the specific attachment listing **Inventions/Patent Rights** relevant to the specific patent/intellectual property office (and may redact or remove any other attachment to the present Agreement).

| |
|--|
| ASSIGNMENT AND CONFIRMATION AGREEMENT |
|--|

| |
|--|
| XIII. Applicant/Authorization for Pending and Future Inventions/Patent Rights |
|--|

Notwithstanding the currently-designated Applicant for pending **Inventions/Patent Rights** in any patent/intellectual property office, each **Assignee** and **YFAI** (including affiliates) acknowledge and agree that (a) the **YFAI JQ IP Management Entity** is and shall be owner and be entitled to be named as Applicant for all such pending **Inventions/Patent Rights**; and (b) the **YFAI Law Department** (including **General Counsel** and **IP Manager** by power of attorney delegable to any designated patent agent) shall be and hereby is entitled to act on behalf of the **YFAI JQ IP Management Entity** for all business purposes and in any proceedings in any patent/intellectual property office relating to pending **Inventions/Patent Rights**. The parties also acknowledge and agree that the **YFAI JQ IP Management Entity** shall be owner and entitled to be named Applicant for future **Inventions/Patent Rights** for **YFAI** (including affiliates); the **YFAI Law Department** shall be and hereby is entitled to act on behalf of the **YFAI JQ IP Management Entity** for such future **Inventions/Patent Rights** in the same capacity as for pending **Inventions/Patent Rights**.

JCI agrees and consents to the authorization of the **YFAI Law Department** to act on behalf of **YFAI** as provided in Section XIII to the extent required under applicable law to effectuate and complete the transfer of **Inventions/Patent Rights** to each **Assignee** and **YFAI** (including affiliates).

| |
|--------------------------------------|
| XIV. Translation of Agreement |
|--------------------------------------|

In the event that this Agreement is translated into any other language and there is a discrepancy between the English-language version and the translation of the Agreement, the English-language version shall control.

| |
|---------------------------|
| XV. Effective Date |
|---------------------------|

The present Agreement shall enter into effect as of Effective Date of: June 29, 2015.

| | | |
|--|--|--|
| | ASSIGNMENT AND CONFIRMATION AGREEMENT | |
|--|--|--|

ACKNOWLEDGED AND AGREED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES:

BY IP HOLDCO LUX

Signature - A

Print Name

Title:

Date

BY IP HOLDCO GERMANY

Signature - A

Print Name

Title:

Date

BY IP HOLDCO LUX

Signature - B

Print Name

Title:

Date

BY IP HOLDCO GERMANY

Signature - B

Print Name

Title:

Date

BY YFAI JQ IP MANAGEMENT ENTITY

Signature

Print Name

Title:

Date

BY JCI (CONFIRMATION)

Signature

Print Name

Title:

Date

[Handwritten Signature]
Yuan Shihua
QM-AP

2016.12.1

[Handwritten Signature]

BERNARD J. STEF
President

Nov. 14, 2016

| | | |
|--|--|--|
| | ASSIGNMENT AND CONFIRMATION AGREEMENT | |
|--|--|--|

ACKNOWLEDGED AND AGREED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES:

BY IP HOLDCO LUX

BY IP HOLDCO GERMANY

Signature - A

Signature - A

Print Name

Print Name

Title:

Title:

Date

Date

BY IP HOLDCO LUX

BY IP HOLDCO GERMANY

Signature - B

Signature - B

Print Name

Print Name

Title:

Title:

Date

Date

BY YFAI JQ IP MANAGEMENT ENTITY

BY JCI (CONFIRMATION)

Signature

Signature

Print Name

Print Name

Title:

Title:

Date

Date

| | |
|--|--|
| <p align="center">ASSIGNMENT AND CONFIRMATION AGREEMENT</p> | |
|--|--|

ACKNOWLEDGED AND AGREED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES:

| | | | |
|---------------------------------|--|-----------------------|--|
| BY IP HOLDCO LUX | | BY IP HOLDCO GERMANY | |
| Signature - A | | Signature - A | |
| Print Name | | Print Name | |
| Title: | | Title: | |
| Date | | Date | |
| BY IP HOLDCO LUX | | BY IP HOLDCO GERMANY | |
| Signature - B | | Signature - B | |
| Print Name | | Print Name | |
| Title: | | Title: | |
| Date | | Date | |
| BY YFAI JQ IP MANAGEMENT ENTITY | | BY JCI (CONFIRMATION) | |
| Signature | | Signature | |
| Print Name | | Print Name | |
| Title: | | Title: | |
| Date | | Date | |

| | |
|--|--|
| ASSIGNMENT AND CONFIRMATION AGREEMENT | |
|--|--|

ACKNOWLEDGED AND AGREED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES:

| | |
|------------------|----------------------|
| BY IP HOLDCO LUX | BY IP HOLDCO GERMANY |
| Signature - A | Signature - A |
| Print Name | Print Name |
| Title: | Title: |
| Date | Date |

Handwritten: Christoph Breuckamp, Director Legal, 12.01.2017

| | |
|------------------|----------------------|
| BY IP HOLDCO LUX | BY IP HOLDCO GERMANY |
| Signature - B | Signature - B |
| Print Name | Print Name |
| Title: | Title: |
| Date | Date |

Handwritten: Ganna Bichter, Director Procurement, 12.01.2017

| | |
|---------------------------------|-----------------------|
| BY YFAI JQ IP MANAGEMENT ENTITY | BY JCI (CONFIRMATION) |
| Signature | Signature |
| Print Name | Print Name |
| Title: | Title: |
| Date | Date |

Handwritten: Brian J. Skelton, President, Nov. 14, 2016

| | | |
|--|--|--|
| | ASSIGNMENT AND CONFIRMATION AGREEMENT | |
|--|--|--|

| | |
|---|--|
| BY YFAI US I <hr/> Signature - A <hr/> NATHAN P BOWEN Print Name <hr/> Title: AUTHORIZED REPRESENTATIVE <hr/> <hr/> Date 28-NOV-2016 <hr/> | BY YFAI US II <hr/> Signature - A <hr/> NATHAN P BOWEN Print Name <hr/> Title: AUTHORIZED REPRESENTATIVE <hr/> <hr/> Date 28-NOV-2016 <hr/> |
| BY YFAI US I <hr/> <hr/> Signature - B <hr/> <hr/> Print Name <hr/> Title: <hr/> <hr/> <hr/> Date <hr/> | BY YFAI US II <hr/> <hr/> Signature - B <hr/> <hr/> Print Name <hr/> Title: <hr/> <hr/> <hr/> Date <hr/> |