

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5218143

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOHNSON CONTROLS TECHNOLOGY COMPANY	07/01/2014
RECEIVING PARTY DATA	
Name:	VISTEON GLOBAL TECHNOLOGIES, INC.
Street Address:	ONE VILLAGE CENTER DRIVE
City:	VAN BUREN TOWNSHIP
State/Country:	MICHIGAN
Postal Code:	48111
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15321039
CORRESPONDENCE DATA	
Fax Number:	(844)670-6009
<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:	248-433-7200
Email:	rstoutamire@dickinsonwright.com
Correspondent Name:	DICKINSON WRIGHT PLLC
Address Line 1:	2600 WEST BIG BEAVER ROAD
Address Line 2:	SUITE 300
Address Line 4:	TROY, MICHIGAN 48084-3312
ATTORNEY DOCKET NUMBER:	46107-02724/108918-0456
NAME OF SUBMITTER:	PETER FLANAGAN
SIGNATURE:	/Peter Flanagan/
DATE SIGNED:	11/01/2018
Total Attachments: 9	
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ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE

This ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE, dated as of July 1, 2014 (this "Agreement"), is by and among Johnson Controls, Inc., a Wisconsin corporation ("Seller"), Johnson Controls Technology Company, a Michigan corporation, Johnson Controls Interiors, LLC, a Michigan limited liability company, and Hoover Universal, Inc., a Michigan corporation, (together with Seller, the "Seller Entities"), on the one hand, and Visteon Corporation, a Delaware corporation ("Purchaser"), Visteon European Holdings, Inc., a Delaware corporation, Visteon Global Technologies, Inc., a Michigan corporation, and Visteon Global Electronics, Inc., a Delaware corporation, (together with Purchaser, the "Purchaser Entities"), on the other hand.

RECITALS

WHEREAS, Seller and Purchaser have entered into a Purchase Agreement, dated as of January 12, 2014 (the "Transaction Agreement"), pursuant to which, on the terms and subject to the conditions set forth in the Transaction Agreement and herein, the Seller Entities shall sell, assign, transfer and convey to Purchaser or Affiliates of Purchaser designated by Purchaser, and Purchaser shall, and shall cause any of its applicable Affiliates to, purchase and acquire from the Seller Entities, all of their right, title and interest in and to the Purchased Assets, and Purchaser shall, or shall cause its applicable designated Affiliates to, assume the Assumed Liabilities;

WHEREAS, this Agreement is being executed to effect the assignment from the Seller Entities to Purchaser or Affiliates of Purchaser designated by Purchaser of the Purchased Assets that are not held by a Purchased Company (other than certain Purchased Assets being acquired pursuant to separate instruments of assignment and assumption and bills of sale for jurisdictions outside of the United States) (the "Applicable Assets") and to effect the assumption by Purchaser, or its applicable designated Affiliates, of the Assumed Liabilities (other than certain Assumed Liabilities being assumed pursuant to separate instruments of assignment and assumption and bills of sale for jurisdictions outside of the United States) (the "Applicable Liabilities"); and

WHEREAS, the execution and delivery of this Agreement is an obligations of the parties to consummate the transactions contemplated by the Transaction Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth in the Transaction Agreement and hereinafter set forth, the Seller Entities and the Purchaser Entities hereby agree as follows:

1. Certain Definitions.

All capitalized terms used but not defined in this Agreement shall have the meaning ascribed to such term in the Transaction Agreement.

2. Assignment and Assumption of Liabilities.

(a) The Seller Entities hereby sell, assign, transfer and convey to the Purchaser Entities, and the Purchaser Entities hereby purchases, acquires and accepts, all of the Seller Entities'

respective right, title and interest in and to the Applicable Assets, pursuant and subject to the Transaction Agreement.

(b) The Purchaser Entities hereby assumes and agrees to pay, perform and discharge as they become due all of the Applicable Liabilities, pursuant and subject to the Transaction Agreement.

3. Covenants.

The Purchaser Entities and the Seller Entities hereto covenant and agree to do, execute, acknowledge and deliver, at the request of any other party hereto, all such further acts, assurances, deeds, assignments, transfers, conveyances and other instruments and papers as may be reasonably required or appropriate to carry out the assumptions contemplated by this Agreement.

4. Subject to Transaction Agreement.

The Purchaser Entities and the Seller Entities acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Transaction Agreement, including Section 2.12 thereof, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Transaction Agreement and the terms hereof, the terms of the Transaction Agreement shall govern.


5. Miscellaneous.

This Agreement is executed by the Purchaser Entities and the Seller Entities and shall be binding upon such parties and their respective successors and assigns, effective immediately upon the Closing Date. This Agreement shall be subject to all applicable provisions of Article X (General Provisions) of the Transaction Agreement.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed on its behalf as of the day and year first above written.

JOHNSON CONTROLS, INC.

By: 
Name: R. Bruce McDonald
Title: Executive Vice President and Chief
Financial Officer

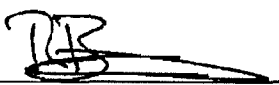
JOHNSON CONTROLS TECHNOLOGY
COMPANY

By: _____
Name: Jose Ramos
Title: Vice President and Secretary

JOHNSON CONTROLS INTERIORS, LLC

By: _____
Name: Paul Lambert
Title: President

HOOVER UNIVERSAL, INC.

By: 
Name: R. Bruce McDonald
Title: Vice President

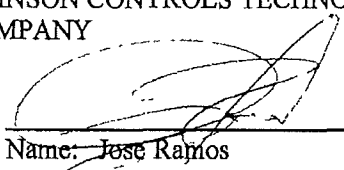
[Signature Page to the Assignment and Assumption Agreement and Bill of Sale]

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JOHNSON CONTROLS, INC.

By: _____
Name: R. Bruce McDonald
Title: Executive Vice President and Chief
Financial Officer

JOHNSON CONTROLS TECHNOLOGY
COMPANY

By:  _____
Name: Jose Rajos
Title: Vice President and Secretary

JOHNSON CONTROLS INTERIORS, LLC

By: _____
Name: Paul Lambert
Title: President

HOOVER UNIVERSAL, INC.

By: _____
Name: R. Bruce McDonald
Title: Vice President

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JOHNSON CONTROLS TECHNOLOGY
COMPANY

By: _____

Name: Jose Ramos
Title: Vice President and Secretary

JOHNSON CONTROLS INTERIORS, LLC

By: _____

Name: Paul Lambert
Title: President


HOOVER UNIVERSAL, INC.

By: _____

Name: R. Bruce McDonald
Title: Vice President

[Signature Page to the Assignment and Assumption Agreement and Bill of Sale]

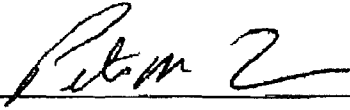
VISTEON CORPORATION

By: 
Name: Peter M. Ziparo
Title: Vice President & General Counsel

[Signature Page to the Assignment and Assumption Agreement and Bill of Sale]

PATENT
REEL: 047386 FRAME: 0385

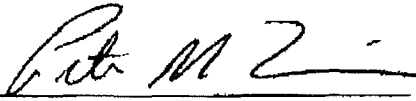
VISTEON GLOBAL ELECTRONICS, INC.

By: 
Name: Peter M. Ziparo
Title: Assistant Secretary

[Signature Page to the Assignment and Assumption Agreement and Bill of Sale]

PATENT
REEL: 047386 FRAME: 0386

VISTEON GLOBAL TECHNOLOGIES, INC.

By: 

Name: Peter M. Ziparo

Title: Assistant Secretary

[Signature Page to the Assignment and Assumption Agreement and Bill of Sale]

VISTEON EUROPEAN HOLDINGS, INC.

By: 

Name: Peter M. Ziparo

Title: Assistant Secretary

[Signature Page to the Assignment and Assumption Agreement and Bill of Sale]