

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5217994

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	TYCO FIRE & SECURITY GMBH	10/04/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	3M INNOVATIVE PROPERTIES COMPANY	
<b>Street Address:</b>	3M CENTER	
<b>City:</b>	ST. PAUL	
<b>State/Country:</b>	MINNESOTA	
<b>Postal Code:</b>	55144	
<b>PROPERTY NUMBERS Total: 4</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	9050481	
<b>Patent Number:</b>	9089724	
<b>Application Number:</b>	14550573	
<b>Application Number:</b>	14775975	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(954)828-9122	
<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>		
<b>Phone:</b>	954-828-1488	
<b>Email:</b>	ptomail@cwiplaw.com	
<b>Correspondent Name:</b>	ALAN M. WEISBERG	
<b>Address Line 1:</b>	CHRISTOPHER & WEISBERG, P.A.	
<b>Address Line 2:</b>	1232 NORTH UNIVERSITY DRIVE	
<b>Address Line 4:</b>	PLANTATION, FLORIDA 33322	
<b>ATTORNEY DOCKET NUMBER:</b>	1981-341	
<b>NAME OF SUBMITTER:</b>	ALAN M. WEISBERG	
<b>SIGNATURE:</b>	/Alan M. Weisberg/	
<b>DATE SIGNED:</b>	11/01/2018	
<b>Total Attachments: 23</b>		
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## PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Agreement") is made and entered into effective as of October 4, 2017 ("Effective Date") by

Tyco Fire & Security GmbH, a Switzerland corporation with a principal place of business at Victor von Bruns-Strasse 21, Neuhausen am Rheinfall 8212, Switzerland ("Assignor")

and

3M Innovative Properties Company, a Delaware corporation with a principal place of business at 3M Center, St. Paul, Minnesota 55144, United States of America ("Assignee")

**WHEREAS**, the Assignor is a 100% indirect subsidiary of Johnson Controls International plc, an Irish company whose registered seat is at One Albert Quay, Albert Quay, Cork, T12 X8N6, Ireland ("Johnson Controls");

**WHEREAS**, the Assignee is a 100% indirect subsidiary of 3M Company, a Delaware corporation with a principal place of business at 3M Center, St. Paul, Minnesota 55144, United States of America ("3M"); and

**WHEREAS**, Assignor is the owner of the Assigned Patent Rights (as defined below); and

**WHEREAS**, certain subsidiaries of Johnson Controls and 3M have entered into a Stock Purchase Agreement, dated as of March 16, 2017 ("SPA"); and

**WHEREAS**, pursuant to Section 4.10(a)(iii) and Section 4.10(e) of the SPA, Assignor wishes to sell, transfer and assign the Assigned Patent Rights to Assignee, and Assignee wishes to accept such assignment.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein and in the SPA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

### 1. DEFINITIONS

- 1.1. Unless otherwise defined herein, terms used in this Agreement shall have the meanings provided in the SPA.
- 1.2. "Assigned Patent Rights" means all right, title and interest of Assignor in, to and under the Patents listed in Schedule A attached hereto and applications for any of the foregoing, on a worldwide basis, in the United States Patent and Trademark Office or in any similar office or agency of any other state, country or political subdivision, including, without limitation, counterparts, extensions, divisionals, continuations, continuations-in-part, reissues,

substitutes, reexaminations, provisional applications and the like thereof, including the right to claim the benefit of any priority relating thereto under any applicable laws.

- 1.3. "Party" or "Parties" mean a party or the parties to this Agreement.

## **2. SALE AND PURCHASE**

- 2.1. Pursuant to Sections 4.10(a)(iii) and 4.10(e) of the SPA and subject to the terms of this Agreement and the SPA, Assignor agrees to sell, transfer and assign, free and clear of any Encumbrances (other than Permitted Encumbrances), and hereby does irrevocably sell, transfer and assign the Assigned Patent Rights, free and clear of any Encumbrances (other than Permitted Encumbrances), together with the right to bring all causes of action for the past, present or future infringement of the Assigned Patent Rights, including the rights to recover all damages therefrom. Subject to the terms of this Agreement and the SPA, the Parties hereby agree to execute an assignment substantially in the form set forth in Exhibit A, which may be revised by Assignee as needed for each applicable jurisdiction.
- 2.2. In consideration for the sale, transfer, and assignment of the Assigned Patent Rights, Assignee shall pay to Assignor, on the Effective Date, a purchase price of USD \$50,000 (50,000 United States Dollars) in immediately available funds, or settle the amount as the Parties hereto may otherwise mutually agree in writing (the "Consideration"). For the avoidance of doubt, and pursuant to and consistent with Section 4.10(e) of the SPA, the Consideration shall not be paid twice under this Agreement and the SPA, and shall therefore be deemed deducted from the Purchase Price.
- 2.3. Terms of the SPA. The Parties hereto acknowledge and agree that this Agreement is entered into pursuant to the SPA. The representations, warranties, covenants, agreements and indemnities contained in the SPA shall remain in full force and effect to the full extent provided therein. No representations, warranties or indemnities are provided herein in addition to those in the SPA with regard to the Assigned Patent Rights. In the event of any conflict or inconsistency between the terms of the SPA and the terms hereof, the terms of the SPA shall govern, even though not all Parties are a party to the SPA.

## **3. COMPLETION**

- 3.1. To the extent full rights to the Assigned Patent Rights do not vest in Assignee until the Assigned Patent Rights are legally recorded in the name of the Assignee, the Assignor shall, hold the Assigned Patent Rights and any benefit from them arising after the Effective Date, in trust for the Assignee.
- 3.2. Assignor will provide to the Assignee all current written and electronic records in Assignor's possession relating to the Assigned Patent Rights. Assignor shall communicate properly and

disclose to Assignee, in such form as Assignee may reasonably request, all other information in Assignor's possession pertaining to the Assigned Patent Rights.

#### **4. FURTHER ASSURANCE**

- 4.1. Assignor covenants that it will from time to time, upon the reasonable advance request of Assignee and at Assignor's nominal expense for its own activities, promptly execute and deliver documents , including recordable assignment documents and similar instruments of transfer, affidavits, declarations, oaths, exhibits, powers of attorney and do acts that may be reasonably necessary for Assignor to transfer the Assigned Patent Rights to Assignee and to enable Assignee to perfect the transfer of title of the Assigned Patent Rights.

#### **5. PRE-CLOSING CURRENT LIABILITIES**

- 5.1. Notwithstanding anything herein to the contrary, and pursuant to and consistent with Section 4.10(e) of the SPA, Assignor shall not assign or transfer to Assignee, and Assignee shall not assume, any current liabilities arising under the Assigned Patent Rights to the extent relating to the period prior to the Effective Date (the "Pre-Closing Current Liabilities"). Assignor shall promptly reimburse Assignee for all costs and expenses incurred by Assignee or any of its Affiliates in respect of Pre-Closing Current Liabilities. The foregoing shall not modify the Parties' rights and obligations under the SPA.

#### **6. GENERAL PROVISIONS**

- 6.1. This Agreement may be executed in counterparts, and each counterpart shall constitute an original instrument, but all such separate counterparts shall constitute only one and the same instrument.
- 6.2. Each of the Parties hereto shall pay its own expenses and costs incurred or to be incurred in negotiating, closing and executing this Agreement. The Assignor shall be responsible for preparation of all documents required to transfer the Assigned Patent Rights to Assignee, and all related costs of Assignor's preparation, including transfer documents prepared in a form suitable for filing in each applicable local jurisdiction. Each Party shall pay half of all fees assessed by the applicable government agencies for the recordal of such documents. The Assignee shall be responsible for costs (including attorneys fees) for the filing and recordal of such documents, provided that Assignor remains responsible for, and shall reimburse Assignee, for any out-of-pocket costs (including attorneys fees) associated with preparation of specialized transfer documents required for recordation purposes in the intellectual property offices of any relevant country (to the extent not already properly prepared by Assignor).
- 6.3. This Agreement does not confer rights on any person other than the Parties to this Agreement and their successors and assignees.

- 6.4. This Agreement shall be binding on the successors, assigns and representatives of Assignor and shall extend to the benefit of the successors and assigns of Assignee.
- 6.5. Except as required by statute, no terms shall be implied (whether by custom, usage or otherwise) into this Agreement.
- 6.6. Any modification to this Agreement, including this Section, must be made in writing and duly signed by both Parties.
- 6.7. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect under the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions under the law of such jurisdiction, and the validity, legality and enforceability of such and any other provisions under the law of any other jurisdiction, shall not in any way be affected or impaired thereby.
- 6.8. Unless otherwise agreed in writing, all notices, instructions and other communications to be given to a Party under this Agreement shall be given by electronic mail (with confirmation of receipt by non-automated reply electronic mail from the recipient, which confirmation the recipient shall promptly provide if so requested in such communication) or facsimile number (confirmed if requested) to the individual or department at the following addresses:

If to Assignor:

c/o Johnson Controls, Inc.  
5757 N. Green Bay Avenue  
Milwaukee, Wisconsin 53209  
Attn: General Counsel  
Facsimile: (414) 524-2299  
Email: CO-General.Counsel@jci.com

with a copy to:

Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, New York 10017  
Attn: Alan M. Klein  
Elizabeth A. Cooper  
Email: aklein@stblaw.com  
ecooper@stblaw.com  
Fax: (212) 455-2502

If to Assignee:

3M Innovative Properties Company  
Office of Intellectual Property Counsel  
3M Center, Mail Stop 220-9-E-01  
2501 Hudson Road  
St. Paul, MN 55144-1000  
Attn: Chief Intellectual Property Counsel  
agreementnotices@mmm.com  
Fax: 651-736-7568

with a copy to:

Cleary Gottlieb Steen & Hamilton LLP  
One Liberty Plaza  
New York, NY 10006  
Attn: Christopher E. Austin  
Aaron J. Meyers  
Email: caustin@cgsh.com  
ameyers@cgsh.com  
Fax: (212) 225-3999

Unless otherwise specified, any notice instruction or other communication given in accordance with this clause shall be effective upon receipt.

- 6.9. This Agreement, and any non-contractual obligations arising out of or in connection with this Agreement, shall be governed by and construed in accordance with Delaware law excluding its conflict of law rules.
- 6.10. Any dispute, controversy or claim arising out of or in connection with this Agreement, (and subsequent amendments thereof) including a dispute, claim or controversy relating to any non-contractual obligations arising out of or in connection with this Agreement, shall be exclusively referred to and finally determined by the ordinary courts in the Court of Chancery of the State of Delaware (or, only if such court lacks subject matter jurisdiction, in any federal court in Delaware), and no other courts shall have any jurisdiction in this regard.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers or representatives as of the Effective Date.

ASSIGNOR:

TYCO FIRE & SECURITY GMBH

By: 

Name: James Graham

Title: Managing Director

[Signature Page to Patent Assignment Agreement]

PATENT  
REEL: 047399 FRAME: 0296



ASSIGNEE:

**3M INNOVATIVE PROPERTIES COMPANY**

By:  \_\_\_\_\_

Name: Kevin H. Rhodes

Title: President

## SCHEDULE A

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R-FP-00201	CA	CA 2812581	25-Mar-2013	WO2012/046010	SPRAY GUN AND PORTABLE MIST-GENERATING APPARATUS	Tyco Fire & Security GmbH
R-FP-00201	EP	EP11778934.7	10-Oct-2011	EP2624961 A	SPRAY GUN AND PORTABLE MIST-GENERATING APPARATUS	Tyco Fire & Security GmbH
R-FP-00201	GC	2011-19468	08-Oct-2011		SPRAY GUN AND PORTABLE MIST-GENERATING APPARATUS	Tyco Fire & Security GmbH
R-FP-00201	WO	PCT/GB2011/001459	10-Oct-2011	WO/2012/046010	SPRAY GUN AND PORTABLE MIST-GENERATING APPARATUS	Tyco Fire & Security GmbH
R-FP-00201	TW	100136688	11-Oct-2011	201233450	SPRAY GUN AND PORTABLE MIST-GENERATING APPARATUS	Tyco Fire & Security GmbH
R-FP-00201	US	14/086680	11-Dec-2013	US 2014-0076996 A1	SPRAY GUN AND PORTABLE MIST-GENERATING APPARATUS	Tyco Fire & Security GmbH
R-FP-00203	AU	2008326236	07-Nov-2008		IMPROVEMENTS IN OR RELATING TO DECONTAMINATION	Tyco Fire & Security GmbH
R-FP-00203	CA	CA 2703402	21-Apr-2010		IMPROVEMENTS IN OR RELATING TO DECONTAMINATION	Tyco Fire & Security GmbH
R-FP-00203	EP	08848325.0	07-Nov-2008	EP2231204	IMPROVEMENTS IN OR RELATING TO DECONTAMINATION	Tyco Fire & Security GmbH
R-FP-00203	WO	PCT/GB2008/051042	07-Nov-2008	WO/2009/060242	IMPROVEMENTS IN OR RELATING TO DECONTAMINATION	Tyco Fire & Security GmbH
R-FP-00203	US	12/741941	17-Aug-2010	US 2010-0301129 A1	IMPROVEMENTS IN OR RELATING TO DECONTAMINATION	Tyco Fire & Security GmbH
R-FP-00208	AL	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	AT	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	BE	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	BG	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	HR	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	CY	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	CZ	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	DK	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	EE	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	EP	14747303.7	08-Jan-2016	EP3007830 A	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

R-FP-00208	FI	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R-FP-00208	FR	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	DE	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	GR	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	HU	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	IS	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	IE	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	IT	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	LV	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	LI	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	LT	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	LU	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	MK	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	MT	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	MC	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	NL	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	NO	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	WO	PCT/EP2014/061433	03-Jun-2014	WO 2014/198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	PL	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	PT	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	RO	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

R-FP-00208	SM	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R-FP-00208	RS	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	SK	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	SI	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	ES	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	SE	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	CH	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	TR	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	GB	GB1310576.2	13-Jun-2013		AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	GB	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00208	US	14/895649	08-Feb-2016	US 2016-0136672 A1	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R-FP-00200	AU	2008326234	22-Apr-2010	2008326234	AN IMPROVED MIST GENERATING APPARATUS	Tyco Fire & Security GmbH
R-FP-00200	CA	2703565	22-Apr-2010	2703565	AN IMPROVED MIST GENERATING APPARATUS	Tyco Fire & Security GmbH
R-FP-00200	EP	08846762.6	07-Nov-2008		AN IMPROVED MIST GENERATING APPARATUS	Tyco Fire & Security GmbH
R-FP-00200	WO	PCT/GB2008/051040	07-Nov-2008		AN IMPROVED MIST GENERATING APPARATUS	Tyco Fire & Security GmbH
R-FP-00200	SG	2010029023	23-Apr-2010	160955	AN IMPROVED MIST GENERATING APPARATUS	Tyco Fire & Security GmbH
R-FP-00200	US	12/741995	27-Jul-2011	9089724	AN IMPROVED MIST GENERATING APPARATUS	Tyco Fire & Security GmbH
R-FP-00200	US	14/806160	22-Jul-2015		AN IMPROVED MIST GENERATING APPARATUS	Tyco Fire & Security GmbH
R-FP-00206	EP	12768885.1	28-Aug-2012		AN IMPROVED MIST GENERATING APPARATUS	Tyco Fire & Security GmbH
R-FP-00206	US	14/550573	21-Nov-2014	2015-0076243 A1	AN IMPROVED MIST GENERATING APPARATUS	Tyco Fire & Security GmbH
R-FP-00206	WO	PCT/GB2012/052108	28-Aug-2012		AN IMPROVED MIST GENERATING APPARATUS	Tyco Fire & Security GmbH
R-FP-00207	AU	2014230794	15-Sep-2015		A Mist-Generating Apparatus and Method	Tyco Fire & Security GmbH
R-FP-00207	CA	2905539	11-Sep-2015		A Mist-Generating Apparatus and Method	Tyco Fire & Security GmbH
R-FP-00207	EP	14719245.4			A Mist-Generating Apparatus and Method	Tyco Fire & Security GmbH
R-FP-00207	IL	241675	16-Sep-2015		A Mist-Generating Apparatus and Method	Tyco Fire & Security GmbH

R-FP-00207	NZ	712316	15-Sep-2015		A Mist-Generating Apparatus and Method	Tyco Fire & Security GmbH
Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R-FP-00207	WO	PCT/EP2014/054898	12-Mar-2014		A Mist-Generating Apparatus and Method	Tyco Fire & Security GmbH
R-FP-00207	GB	GB1304713.9	15-Mar-2013		A Mist-Generating Apparatus and Method	Tyco Fire & Security GmbH
R-FP-00207	US	14/775975	14-Sep-2015		A Mist-Generating Apparatus and Method	Tyco Fire & Security GmbH

**EXHIBIT A**  
**ASSIGNMENT OF PATENT RIGHTS**

Tyco Fire & Security GmbH, a Switzerland corporation with a principal place of business at Victor von Bruns-Strasse 21, Neuhausen am Rheinfall 8212, Switzerland ("Assignor"), hereby sells, transfers and assigns to 3M Innovative Properties Company, a Delaware corporation with a principal place of business at 3M Center, St. Paul, Minnesota 55144, United States of America ("Assignee"), free and clear of any encumbrances (other than any that may have been agreed to in that certain Stock Purchase Agreement by and among Johnson Controls International plc, certain subsidiaries of Johnson Controls International plc and Assignee, dated as of March 16, 2017 ("SPA")), all right, title and interest of Assignor in, to and under the patents, patent applications, utility models and design rights listed in Schedule 1 attached hereto and applications for any of the foregoing, on a worldwide basis, in the United States Patent and Trademark Office or in any similar office or agency of any other state, country or political subdivision, including, without limitation, counterparts, extensions, divisionals, continuations, continuations-in-part, reissues, substitutes, reexaminations, provisional applications and the like thereof (collectively, the "Assigned Patent Rights"), to be held and enjoyed by Assignee as fully and entirely as it would have been held and enjoyed by Assignor if this assignment had not been made, together with the right to claim the benefit of any dates of priority relating thereto under any applicable laws and bring all causes of action for the past, present or future infringement of the Assigned Patent Rights, including the rights to recover all damages related thereto Assignor hereby authorizes Assignee to record or have recorded this assignment of such rights with the relevant patent offices and authorities,. Assignor hereby authorizes the Director of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Assigned Patents and to deliver to Assignee all official documents and communications as may be warranted by this assignment. This ASSIGNMENT OF PATENT RIGHTS is made and entered into effective as of October 4, 2017 ("Effective Date").

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representatives as of the Effective Date.

**ASSIGNOR**

**TYCO FIRE & SECURITY GMBH**

By \_\_\_\_\_

Name:

Title:

State of \_\_\_\_\_ )  
ss.:

County of \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me, the undersigned, a Notary Public in and for said state, personally appeared, \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which this individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Dated: \_\_\_\_\_

**ASSIGNEE**

**3M COMPANY**

By

\_\_\_\_\_  
Name:

Title:

State of \_\_\_\_\_ )  
ss.:

County of \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said state, personally appeared, \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which this individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Dated: \_\_\_\_\_



### SCHEDULE 1 – For Australia

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00203	AU	2008326236	07-Nov-2008		IMPROVEMENTS IN OR RELATING TO DECONTAMINATION	Tyco Fire & Security GmbH
R- FP-00200	AU	2008326234	22-Apr-2010	2008326234	AN IMPROVED MIST-GENERATING APPARATUS	Tyco Fire & Security GmbH
R- FP-00207	AU	2014230794	15-Sep-2015		A Mist-Generating Apparatus and Method	Tyco Fire & Security GmbH

### SCHEDULE 1 – For Austria

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	AT	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

### SCHEDULE 1 – For Belgium

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	BE	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

### SCHEDULE 1 – For Bulgaria

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	BG	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

### SCHEDULE 1 – For Canada

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00201	CA	CA 2812581	25-Mar-2013	WO2012/046010	SPRAY GUN AND PORTABLE MIST-GENERATING APPARATUS	Tyco Fire & Security GmbH
R- FP-00203	CA	CA 2703402	21-Apr-2010		IMPROVEMENTS IN OR RELATING TO DECONTAMINATION	Tyco Fire & Security GmbH
R- FP-00200	CA	2703565	22-Apr-2010	2703565	AN IMPROVED MIST-GENERATING APPARATUS	Tyco Fire & Security GmbH

R- FP-00207	CA	2905539	11-Sep-2015		A Mist-Generating Apparatus and Method	Tyco Fire & Security GmbH
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### **SCHEDULE 1 – For Croatia**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	HR	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

### **SCHEDULE 1 – For Cyprus**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	CY	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

### **SCHEDULE 1 – For Czech Republic**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	CZ	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

### **SCHEDULE 1 – For Denmark**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	DK	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

### **SCHEDULE 1 – For Estonia**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	EE	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

**SCHEDULE 1 – For Finland**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	FI	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

**SCHEDULE 1 – For Former Yugoslav Republic of Macedonia**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	MK	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

**SCHEDULE 1 – For France**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	FR	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

**SCHEDULE 1 – For Germany**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	DE	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

**SCHEDULE 1 – For Greece**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	GR	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

**SCHEDULE 1 – For Gulf Cooperation Council**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00201	GC	2011-19468	08-Oct-2011		SPRAY GUN AND PORTABLE MIST-GENERATING APPARATUS	Tyco Fire & Security GmbH

### SCHEDULE 1 – For Hungary

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	HU	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

### SCHEDULE 1 – For Iceland

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	IS	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

### SCHEDULE 1 – For Ireland

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	IE	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

### SCHEDULE 1 – For Israel

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00207	IL	241675	16-Sep-2015		A Mist-Generating Apparatus and Method	Tyco Fire & Security GmbH

### SCHEDULE 1 – For Italy

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	IT	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

**SCHEDULE 1 – For Latvia**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	LV	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

**SCHEDULE 1 – For Liechtenstein**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	LI	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

**SCHEDULE 1 – For Lithuania**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	LT	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

**SCHEDULE 1 – For Luxembourg**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	LU	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

**SCHEDULE 1 – For Malta**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	MT	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

**SCHEDULE 1 – For Monaco**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	MC	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

### **SCHEDULE 1 – For the Netherlands**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	NL	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

### **SCHEDULE 1 – For New Zealand**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00207	NZ	712316	15-Sep-2015		A Mist-Generating Apparatus and Method	Tyco Fire & Security GmbH

### **SCHEDULE 1 – For Norway**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	NO	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

### **SCHEDULE 1 – For Poland**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	PL	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

### **SCHEDULE 1 – For Portugal**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	PT	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

**SCHEDULE 1 – For Romania**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	RO	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

**SCHEDULE 1 – For San Marino**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	SM	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

**SCHEDULE 1 – For Serbia**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	RS	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

**SCHEDULE 1 – For Singapore**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00200	SG	2010029023	23-Apr-2010	160955	AN IMPROVED MIST GENERATING APPARATUS	Tyco Fire & Security GmbH

**SCHEDULE 1 – For Slovakia**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	SK	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

**SCHEDULE 1 – For Slovenia**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner

R- FP-00208	SI	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST- GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
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### **SCHEDULE 1 – For Spain**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	ES	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST- GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

### **SCHEDULE 1 – For Sweden**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	SE	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST- GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

### **SCHEDULE 1 – For Switzerland**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	CH	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST- GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

### **SCHEDULE 1 – For Taiwan**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00201	TW	100136688	11-Oct-2011	201233450	SPRAY GUN AND PORTABLE MIST-GENERATING APPARATUS	Tyco Fire & Security GmbH

### **SCHEDULE 1 – For Turkey**

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	TR	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST- GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH

### **SCHEDULE 1 – For the United Kingdom**



Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00208	GB	GB1310576.2	13-Jun-2013		AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R- FP-00208	GB	14747303.7	08-Jan-2016	WO2014198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R- FP-00207	GB	GB1304713.9	15-Mar-2013		A Mist-Generating Apparatus and Method	Tyco Fire & Security GmbH

### SCHEDULE 1 – For the United States of America

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00201	US	14/086680	11-Dec-2013	US 2014-0076996 A1	SPRAY GUN AND PORTABLE MIST-GENERATING APPARATUS	Tyco Fire & Security GmbH
R- FP-00203	US	12/741941	17-Aug-2010	US 2010-0301129 A1	IMPROVEMENTS IN OR RELATING TO DECONTAMINATION	Tyco Fire & Security GmbH
R- FP-00208	US	14/895649	08- Feb- 2016	US 2016-0136672 A1	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R- FP-00200	US	12/741995	27-Jul-2011	9089724	AN IMPROVED MIST GENERATING APPARATUS	Tyco Fire & Security GmbH
R- FP-00200	US	14/806160	22-Jul-2015		AN IMPROVED MIST GENERATING APPARATUS	Tyco Fire & Security GmbH
R- FP-00206	US	14/550573	21-Nov-2014	2015-0076243 A1	AN IMPROVED MIST GENERATING APPARATUS	Tyco Fire & Security GmbH
R- FP-00207	US	14/775975	14-Sep-2015		A Mist-Generating Apparatus and Method	Tyco Fire & Security GmbH

### SCHEDULE 1 – For WIPO

Case Number	Country	Application Number	File Date	Patent or Publication Number	Title	Owner
R- FP-00201	WO	PCT/GB2011/001459	10-Oct-2011	WO/2012/046010	SPRAY GUN AND PORTABLE MIST-GENERATING APPARATUS	Tyco Fire & Security GmbH
R- FP-00203	WO	PCT/GB2008/051042	07-Nov-2008	WO/2009/060242	IMPROVEMENTS IN OR RELATING TO DECONTAMINATION	Tyco Fire & Security GmbH
R- FP-00208	WO	PCT/EP2014/061433	03-Jun-2014	WO 2014/198583	AN IMPROVED MIST-GENERATING DEVICE AND CORRESPONDING METHOD	Tyco Fire & Security GmbH
R- FP-00200	WO	PCT/GB2008/051040	07-Nov-2008		AN IMPROVED MIST GENERATING APPARATUS	Tyco Fire & Security GmbH
R- FP-00206	WO	PCT/GB2012/052108	28-Aug-2012		AN IMPROVED MIST GENERATING APPARATUS	Tyco Fire & Security GmbH
R- FP-00207	WO	PCT/EP2014/054898	12-Mar-2014		A Mist-Generating Apparatus and Method	Tyco Fire & Security GmbH