506874107 09/16/2021

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6920928

		NEW ASSIG	NMENT		
ATURE OF CONVEY	ANCE:	ASSIGNMEN	NT		
CONVEYING PARTY I	DATA				
		Name			Execution Date
JOHNSON CONTROL	S, INC.				08/06/2021
RECEIVING PARTY D	ΑΤΑ				
Name:	JOHNSC	N CONTROLS T	YCO IP HOLDING	S LLP	
Street Address:	5757 N.	GREEN BAY AVE	INUE		
City:	MILWAU	KEE			
State/Country:	WISCON	SIN			
Postal Code:	53209				
	1				
PROPERTY NUMBER	S Total: 2				
Property Type	e	Nur	nber	7	
Application Number:	1	6739688			
Patent Number:	1)552914			
	DATA				
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	be sent to a f provided; 2 d e: F	if that is unsucc 139724516 vityak@foley.com DLEY & LARDNE	essful, it will be so n, IPDocketing@fol ER LLP	ent via US I	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP** Assignment) is executed on August 6, 2021 and effective as of June 17, 2021 at 5:04 P.M. Central Time (the "**Effective Date**"), by and among Sensormatic Electronics, LLC, a Nevada Limited Liability Company, located at 6600 Congress Avenue, Boca Raton, Florida 33487 ("**Sensormatic Electronics**"), Johnson Controls US Holdings LLC, a Delaware Limited Liability Company, located at 5757 N. Green Bay Avenue, Milwaukee, Wisconsin 53209 ("**US Holdings**"), Johnson Controls, Inc., a Wisconsin Corporation, located at 5757 N. Green Bay Avenue, Milwaukee, Wisconsin 53209 ("**US Holdings**"), Johnson Controls, Sate at 5757 N. Green Bay Avenue, Milwaukee, Wisconsin 53209 ("**JCI**"), and Johnson Controls Tyco IP Holdings LLP, a Wisconsin 53209 ("**JCI**"), Controls Tyco IP Holdings LLP, a Wisconsin 53209 ("**JCI**").

WHEREAS, US Holdings is the purchaser of certain assets of Sensormatic Electronics (the "**Transferred Assets**") pursuant to the Asset Purchase Agreement between Sensormatic Electronics, on the one hand, and US Holdings, on the other, dated effective as of June 17, 2021 at 5:00 P.M. Central Time (the "**Purchase Agreement**");

WHEREAS, JCI is the subsequent acquirer of the Transferred Assets from US Holdings pursuant to the Amended and Restated Contribution Agreement between JCI, on the one hand, and US Holdings, on the other, effective as of June 17, 2021 at 5:01 P.M. Central Time (the "JCI Contribution Agreement");

WHEREAS, JCTIPH is the subsequent acquirer of the Transferred Assets from JCI pursuant to the Amended and Restated Contribution Agreement between JCI as a contributing party and JCTIPH as the receiving party, effective as of June 17, 2021 at 5:03 P.M. Central Time (the "JCTIPH Contribution Agreement");

WHEREAS, under the terms of the Purchase Agreement, the JCI Contribution Agreement, and the JCTIPH Contribution Agreement, Sensormatic Electronics, US Holdings, and JCI have conveyed, transferred, and assigned certain intellectual property among the Transferred Assets for ultimate acquisition by JCTIPH, and all parties have agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment from Sensormatic Electronics to US Holdings.

(a) For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sensormatic Electronics hereby irrevocably conveys, transfers, and assigns to US Holdings, and US Holdings hereby accepts, all of Sensormatic Electronics' right, title, and interest in and to the following (the "Assigned IP"):

(i) all patents and patent applications (including design patents, design registrations, and other industrial design rights) set forth on Schedule 1 hereto, including any and all divisions, continuations, continuation-in-part, extensions, substitutions, renewals, registrations, revalidations, reissues, reexaminations, and the like, or foreign counterparts of or to any of the aforesaid patents and patent applications, including without limitation, all issued patents that have been or may be granted thereon and any other patents and patent applications claiming priority to or the benefit of the foregoing (the "**Patents**");

(ii) all copyright registrations and copyright applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Copyrights**");

(iii) all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(iv) all rights to any actions or claims of any nature related to the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive relief for infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief, and to collect, or otherwise recover, any such damages.

(b) <u>Terms of the Purchase Agreement</u>. Sensormatic Electronics and US Holdings acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Sensormatic Electronics and US Holdings with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

2. Assignment from US Holdings to JCI.

(a) Subsequent to the assignment set forth in Section 1 and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, US Holdings hereby irrevocably conveys, transfers, and assigns to JCI, and JCI hereby accepts, all of US Holdings' right, title, and interest in and to the Assigned IP.

(b) <u>Terms of the JCI Contribution Agreement</u>. US Holdings and JCI acknowledge and agree that this IP Assignment is entered into pursuant to the JCI Contribution Agreement, to which reference is made for a further statement of the rights and obligations of US Holdings and JCI with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the JCI Contribution Agreement 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 JCI Contribution Agreement and the terms hereof, the terms of the JCI Contribution Agreement shall govern.

3. <u>Assignment from JCI to JCTIPH</u>.

(a) Subsequent to the assignment set forth in Section 2 and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JCI hereby irrevocably conveys, transfers, and assigns to JCTIPH, and JCTIPH hereby accepts, all of JCI's right, title, and interest in and to the Assigned IP.

(b) <u>Terms of the JCTIPH Contribution Agreement</u>. JCI and JCTIPH acknowledge and agree that this IP Assignment is entered into pursuant to the JCTIPH Contribution Agreement, to which reference is made for a further statement of the rights and obligations of JCI and JCTIPH with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the JCTIPH Contribution Agreement 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 JCTIPH Contribution Agreement and the terms hereof, the terms of the JCTIPH Contribution Agreement shall govern.

4. <u>Recordation and Further Actions</u>. The parties to this IP Assignment hereby authorize the Commissioner for Patents and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by JCTIPH. Following the date hereof, upon JCTIPH's reasonable request, the other parties to this IP Assignment shall take such steps and actions, and provide such cooperation and assistance to JCTIPH and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to JCTIPH, or any successor thereto.

5. <u>Counterparts</u>. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

6. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. <u>Governing Law</u>. This IP Assignment shall be construed and interpreted according to the laws of the State of Wisconsin, excluding any choice of law rules that may direct the application of the laws of another jurisdiction. Each party stipulates that any dispute shall be commenced and prosecuted in its entirely in, and consents to the exclusive jurisdiction and proper venue of, either the Milwaukee County Circuit Court for the State of Wisconsin or the United States District Court for the Eastern District of Wisconsin, and each party consents to personal and subject matter jurisdiction and venue in such courts and waive and relinquish all right to attack the suitability or convenience of such venue or forum by reason of their present or future domiciles, or by any other reason.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be executed on their behalf by their respective duly authorized representatives on the date first written above and effective as of the Effective Date.

Sensormatic Electronics, LLC	Johnson Controls US Holdings LLC
ву	By
Name: Chris Osborne	Name: Marc Vandiepenbeeck
Title: Vice President	Title: Manager
Johnson Controls, Inc.	Johnson Controls Tyco IP Holdings LLP
By	By
Name: Richard Dancy	Name: Marc Vandiepenbeeck
Title: Vice President	Title: President

Signature Page for Intellectual Property Assignment

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be executed on their behalf by their respective duly authorized representatives on the date first written above and effective as of the Effective Date.

By

Sensormatic Electronics, LLC

Johnson Controls US Holdings LLC

By

Name: Chris Osborne Title: Vice President

Ву_____

Name: Marc Vandiepenbeeck Title: Manager

Johnson Controls, Inc.

Johnson Controls Tyco IP Holdings LLP

By_____ Name: Richard Dancy Title: Vice President

Name: Marc Vandiepenbeeck Title: President

Signature Page for Intellectual Property Assignment

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be executed on their behalf by their respective duly authorized representatives on the date first written above and effective as of the Effective Date.

Sensormatic Electronics, LLC

Johnson Controls US Holdings LLC

By _____ By ____ Name: Chris Osborne Title: Vice President

Name: Marc Vandiepenbeeck Title: Manager

Johnson Controls, Inc.

Johnson Controls Tyco IP Holdings LLP

Bv

Name: Richard Dancy Title: Vice President

_By_____ Name: Marc Vandiepenbeeck Title: President

4841-0582-2195.1

Signature Page for Intellectual Property Assignment

SCHEDULE 1

ASSIGNED PATENTS

Patents

[See Exhibit B]

Schedule B-1 Sensormatic Electronics, LLC

US	Issued	15/071464	10593177	Method And Apparatus For Tiered Analytics in A Multi-	Sensormatic Electronics, LLC	US1104;
				Sensor Environment		
SU	Allowed	16/726067	11037420	Method and Apparatus for Tiered Analytics in a Multi- Sensor Environment	Sensormatic Electronics, LLC	US1104;
EP	Published	17767496.7		Method And Apparatus For Tiered Analytics in A Multi- Sensor Environment	Sensormatic Electronics, LLC	US1104;
US	lssued	15/138571	10685542	System And Method For Monitoring A Premises Based On Parsed Codec Date	Sensormatic Electronics, LLC	US1104;
MO	Published	PCT/US2017/028792		System And Method For Monitoring A Premises Based On Desced Codec Data	Sensormatic Electronics, LLC	US1104;
US	Issued	15/173795	10810676	Method And Apparatus For Increasing The Density Of Data Surrounding An Event	Sensormatic Electronics, LLC	US1104;
SU	Published	17/071722		Method And Apparatus For Increasing The Density Of Data Surrounding An Event	Sensormatic Electronics, LLC	US1104;
SU	lssued	15/147093	10552914	Method And Apparatus For Evaluating Risk Based On Sensor Monitorine	Sensormatic Electronics, LLC	US1104;
US	Published	16/739688		Method And Apparatus For Evaluating Risk Based On Sensor Monitoring	Sensormatic Electronics, LLC	US1104;
¥	lssued	09111593.9	1134580	Video Surveillance System Having Communication Acknowledgement Nod	Sensormatic Electronics, LLC	US1104;
us	Issued	11/947943	8947526	Video surveillance system having communication acknowledgement nod	Sensormatic Electronics, LLC	US1104;
AU	lssued	2007332837	2007332837	Video Surveillance System Having Communication Acknowledgement Nod	Sensormatic Electronics, LLC	US1104;
S	lssued		2671809 2671809	Video Surveillance System Having Communication Acknowledsement Nod	Sensormatic Electronics, LLC	US1104;
N	lssued	200780045358.4	21200780045358.4	Video Surveillance System Having Communication Acknowledgement Nod	Sensormatic Electronics, LLC	US1104;
	lssued	2009-540303	5616635	Video surveillance system with communication status confirmation signal	Sensormatic Electronics, LLC	US1104;
us	lssued	11/950711	8786701	Method and apparatus for video surveillance system field alignment	Sensormatic Electronics, LLC	US1104;
AU	Issued	2007332834	2007332834	Method And Apparatus For Video Surveillance System Field Alianment	Sensormatic Electronics, LLC	US1104;
	lssued		2671807 2671807	Method And Apparatus For Video Surveillance System Field Alignment	Sensormatic Electronics, LLC	US1104;
S	lssued	200780045368.8	200780045368.8	Method and system for video surveillance system motor overcurrent protection	Sensormatic Electronics, LLC	US1104;
¥	lssued	10107176.9	1140847	Method And Apparatus For Video Surveillance System Field Alizoment	Sensormatic Electronics, LLC	US1104;
	lssued	07867655.8	2102836	Method And Apparatus For Video Surveillance System Field Alignment	Sensormatic Electronics, LLC	US1104;
	Pending	602007047021.8		Method And Apparatus For Video Surveillance System Field Alignment	Sensormatic Electronics, LLC	US1104;
	lssued	07867655.8	2102836	Method And Apparatus For Video Surveillance System Field Alignment	Sensormatic Electronics, LLC	US1104;
GB	lssued	07867655.8	2102836	Method And Apparatus For Video Surveillance System Field Alizhment	Sensormatic Electronics, LLC	US1104;
US	Issued	11/950809	7915849	Method and system for low speed control of a video	Sensormatic Electronics, LLC	US1104:

RECORDED: 09/16/2021