507040550 12/22/2021

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7087387

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
SYNCHRONY, INC.	06/17/2021

RECEIVING PARTY DATA

Name:	JOHNSON CONTROLS TYCO IP HOLDINGS LLP
Street Address:	T 5757 N. GREEN BAY AVENUE
City:	MILWAUKEE
State/Country:	WISCONSIN
Postal Code:	53209

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11342787

CORRESPONDENCE DATA

Fax Number: (703)739-2815

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.

Email: iprecordals@cpaglobal.com

Correspondent Name: **CPA GLOBAL**

Address Line 1: CASTLE HOUSE, LIBERATION STREET, ST HELIER, JERS

Address Line 4: ST HELIER JERSEY, UNITED KINGDOM JE1 1BL

NAME OF SUBMITTER:	HELLEN BIRRELL
SIGNATURE:	H/BIRRELL/PS/INFINEON
DATE SIGNED:	12/22/2021

Total Attachments: 8

source=Synchrony Inc to JCTIPH#page1.tif source=Synchrony Inc to JCTIPH#page2.tif source=Synchrony Inc to JCTIPH#page3.tif source=Synchrony Inc to JCTIPH#page4.tif source=Synchrony Inc to JCTIPH#page5.tif source=Synchrony Inc to JCTIPH#page6.tif source=Synchrony Inc to JCTIPH#page7.tif source=Synchrony Inc to JCTIPH#page8.tif

> **PATENT** 507040550

REEL: 058453 FRAME: 0514

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 Synchrony, Inc., a Virginia Corporation, located at 4655 Technology Drive, Salem, Virginia 24153 ("Synchrony") and Johnson Controls Tyco IP Holdings LLP, a Wisconsin Limited Liability Partnership, located at 5757 N. Green Bay Avenue, Milwaukee, Wisconsin 53209 ("JCTIPH").

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

WHEREAS, under the terms of the Contribution Agreement, Synchrony and JCTIPH 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. <u>Assignment from Synchrony to JCTIPH.</u>

- (a) For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Synchrony hereby irrevocably conveys, transfers, and assigns to JCTIPH, and JCTIPH hereby accepts, all of Synchrony' 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) Terms of the Contribution Agreement. Synchrony and JCTIPH acknowledge and agree that this IP Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Synchrony and JCTIPH with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the 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 Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.
- 2. Recordation and Further Actions. 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.
- 3. <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.
- 4. <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.
- 5. Governing Law. 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.

Synchrony, Inc.	Johnson Controls Tyco IP Holdings LLP
By Jeffly C	_ Ву
Name: Jeff Williams	Name: Marc Vandiepenbeeck
Title: President	Title: President

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.

Synchrony, Inc.	Johnson Controls Tyco IP Holdings LLP
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Ву	By
Name: Jeff Williams	Name: Marc Vandiepenbeeck
Title: President	Title: President

SCHEDULE 1

ASSIGNED PATENTS

Patents

[See Exhibit B]

4836-5015-6019.1

Schedule B-1 Synchrony, Inc.

US1228;	Synchrony, Inc.	DEVICES SYSTEMS AND METHODS FOR MANAGING MAGNETIC BFARINGS		AR2010P102252	Issued	AR
US1228;	Synchrony, Inc.	High-speed permanent magnet motor and generator with low- loss metal rotor	JP5643991 B2	JP20110505187T	Issued	JР
US1228;	Synchrony, Inc.	High-speed permanent magnet motor and generator with low- loss metal rotor		CO20100143067	Issued	8
US1228;	Synchrony, Inc.	High-speed permanent magnet motor and generator with low- loss metal rotor	CA2721627	2721627	Issued	ξ
US1228;	Synchrony, Inc.	High-speed permanent magnet motor and generator with low- loss metal rotor	8698367	12/424600	Issued	Sn
US1228;	Synchrony, Inc.	High-speed permanent magnet motor and generator with low- loss metal rotor	CL52082	CL20090000917	Issued	CL
US1228;	Synchrony, Inc.	PERMANENT MAGNETIC MOTOR AND GENERATOR OF HIGH SPEED WITH LOW-LOSS METAL ROTOR		AR2009P101373	Issued	AR
US1228;	Synchrony, Inc.	Magnetic Thrust Bearing with Integrated Electronics	201007899	ZA20100007899	Issued	ZA
US1228;	Synchrony, Inc.	Magnetic Thrust Bearing with Integrated Electronics		12010502366	Pending	무
US1228;	Synchrony, Inc.	Magnetic Thrust Bearing with Integrated Electronics	310981	MX/a/2010/011348	Issued	≤×
US1228;	Synchrony, Inc.	Magnetic Thrust Bearing with Integrated Electronics	8330311	12/424869	Issued	SN
US1228;	Synchrony, Inc.	Magnetic Thrust Bearing with Integrated Electronics		AR2009P101374	Issued	AR
US1228;	Synchrony, Inc.	MAGNETIC BEARING	200902471	ZA20090002471	Issued	ZA
US1228;	Synchrony, Inc.	MAGNETIC BEARING		MX20090003111	Published	≾ ×
US1228;	Synchrony, Inc.	MAGNETIC BEARING	EP2064802	07809594.0	Issued	GB
US1228;	Synchrony, Inc.	MAGNETIC BEARING	EP2064802	07809594.0	Issued	FR
US1228;	Synchrony, Inc.	MAGNETIC BEARING	EP2064802	07809594.0	Issued	DE
US1228;	Synchrony, Inc.	MAGNETIC BEARING	EP2064802	07809594.0	Issued	유
US1228;	Synchrony, Inc.	MAGNETIC BEARING	EP2064802	07809594.0	Issued	FP
US1228;	Synchrony, Inc.	MAGNETIC BEARING ADAPTED FOR USE IN MACHINERY WITH ROTATING AXLES		CO20090040171	Issued	8
US1228;	Synchrony, Inc.	MAGNETIC BEARING	7687948	12/254887	Issued	S
US1228;	Synchrony, Inc.	MAGNETIC BEARING	7471022	11/525398	Issued	S
US1228;	Synchrony, Inc.	SYSTEMS, DEVICES, AND METHODS FOR DRIVING MACHINERY	7629715	11/442829	Issued	S
US1228;	Synchrony, Inc.	High performance switched reluctance machine	7250734	10/855821	Issued	S
US1228;	Synchrony, Inc.	High temperature electrical coil	7250704	10/912955	Issued	S
US1228;	Synchrony, Inc.	Capacitive position sensing system with resonant amplification	7235986	11/342787	Issued	SN
US1228;	Synchrony, Inc.	Capacitive position sensing system with resonant amplification	7005864	10/277008	Issued	SN
.) ENTITY ID	ASSIGNEE (Synchrony, Inc.)	TITLE	PATENT#	APLN#	SIAIUS	Q R Y

Schedule B-1 Synchrony, Inc.

ASSEMBLY WITH INTERNAL	SENSORS SENSORS		16/484493	Published	SN
Synchrony, Inc.	ACTIVE RADIAL MAGNETIC BEARING ASSEMBLY WITH INTERNAL		18709160.8	Published	Ŧ
Sy	SWITCHING AMPLIFIER FOR A MAGN	10704599	16/461872	Issued	S
Synchrony, Inc) SWITCHING AMPLIFIER FOR A MAG	3526479	17794183.8	Issued	GB
Synchrony, Inc	BALANCED SWITCHING AMPLIFIER FOR A MAGNETIC BEARING ASSEMBLY	3526479	17794183.8	Issued	Ŗ
Synchrony, Inc	BALANCED SWITCHING AMPLIFIER FOR A MAGNETIC BEARING ASSEMBLY	602017033394.8	17794183.8	Issued	DE
Synchrony, Inc.	BALANCED SWITCHING AMPLIFIER FOR A MAGNETIC BEARING ASSEMBLY	3526479	17794183.8	Issued	요
Synchrony, Inc.	BALANCED SWITCHING AMPLIFIER FOR A MAGNETIC BEARING ASSEMBLY	3526479	17794183.8	Issued	EP
Synchrony, Inc	BALANCED SWITCHING AMPLIFIER FOR A MAGNETIC BEARING ASSEMBLY		3045285	Allowed	ξ
Synchrony, Inc	Split Magnetic Thrust Bearing	EP2586121	20110798908	Issued	GB
Synchrony, Inc	Split Magnetic Thrust Bearing	EP2586121	20110798908	Issued	另
Synchrony, Inc	Split Magnetic Thrust Bearing	602011063976.5	20110798908	Issued	문
Synchrony, Inc	Split Magnetic Thrust Bearing	EP2586121	20110798908	Issued	요
Synchrony, Inc	Split Magnetic Thrust Bearing	EP2586121	20110798908	Issued	8
Synchrony, Inc	Split Magnetic Thrust Bearing	8987959	13/167106	Issued	SU
Synchrony, Inc	MACHINE WITH MAGNETIC BEARINGS	EP2446160 B1	EP20100745465	Issued	\Im
Synchrony, Inc	MACHINE WITH MAGNETIC BEARINGS	EP2446160 B1	EP20100745465	Issued	ᇛ
Synchrony, Inc	MACHINE WITH MAGNETIC BEARINGS	EP2446160 B1	EP20100745465	Issued	요
Synchrony, Inc.	MACHINE WITH MAGNETIC BEARINGS	EP2446160 B1	EP20100745465	Issued	Ŧ
Synchrony, Inc.	Systems, Devices, and/or Methods for Managing Magnetic Bearings	2766145	CA2766145	Issued	ξ
Synchrony, Inc.	Systems, Devices, and/or Methods for Managing Magnetic Bearings	9583991	12/820698	Issued	S
Synchrony, Inc	Systems, Devices, and/or Methods for Managing Magnetic Bearings	TW 1439019 B	201099120470	Issued	₹
Assigned (synchrony, ma)	+++FF	PAIGNI#	2 5 6 8		•

SCHEDULE 2

ASSIGNED COPYRIGHTS

Copyright Registrations

[See Exhibit B]

4836-5015-6019.1

RECORDED: 12/22/2021