

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7096536

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
SEQUENCE:	1	
CONVEYING PARTY DATA		
	Name	Execution Date
	GRINNELL LLC	06/17/2021
RECEIVING PARTY DATA		
Name:	JOHNSON CONTROLS US HOLDINGS LLC	
Street Address:	5757 N. GREEN BAY AVENUE	
City:	MILWAUKEE	
State/Country:	WISCONSIN	
Postal Code:	53209	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Application Number:	10715422
	Application Number:	11313749
CORRESPONDENCE DATA		
Fax Number:	(703)739-2815	
<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:	iprecordals@cpaglobal.com	
Correspondent Name:	CPA GLOBAL	
Address Line 1:	CASTLE HOUSE, LIBERATION STREET, ST HELIER	
Address Line 4:	JERSEY, UNITED KINGDOM JE1 1BL	
NAME OF SUBMITTER:	HELEN BIRRELL	
SIGNATURE:	/H/BIRRELL/IPR/PS/INFINEON/	
DATE SIGNED:	12/29/2021	
Total Attachments: 14		
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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 Grinnell LLC, a Delaware Limited Liability Company, located at 6600 Congress Avenue, Boca Raton, Florida 33487 (“**Grinnell**”), 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 (“**JCI**”), and Johnson Controls Tyco IP Holdings LLP, a Wisconsin Limited Liability Partnership, located at 5757 N. Green Bay Avenue, Milwaukee, Wisconsin 53209 (“**JCTIPH**”).

WHEREAS, US Holdings is the purchaser of certain assets of Grinnell (the “**Transferred Assets**”) pursuant to the Asset Purchase Agreement between Grinnell, 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, Grinnell, 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 Grinnell to US Holdings.

(a) For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grinnell hereby irrevocably conveys, transfers, and assigns to US Holdings, and US Holdings hereby accepts, all of Grinnell’ 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 Purchase Agreement. Grinnell 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 Grinnell 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) Terms of the JCI Contribution Agreement. 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. Assignment from JCI to JCTIPH.

(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) Terms of the JCTIPH Contribution Agreement. 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. 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.

5. Counterparts. 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. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. 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 entirety 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.

Grinnell LLC

By



Name: Tracy Long

Title: President

Johnson Controls US Holdings LLC

By

Name: Marc Vandiepenbeeck

Title: Manager

Johnson Controls, Inc.

By

Name: Richard Dancy

Title: Vice President

Johnson Controls Tyco IP Holdings LLP

By

Name: Marc Vandiepenbeeck

Title: President

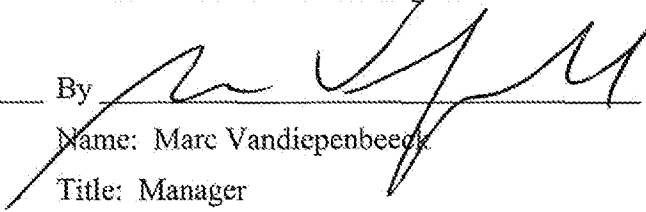
Signature Page for Intellectual Property Assignment

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Grinnell LLC

Johnson Controls US Holdings LLC

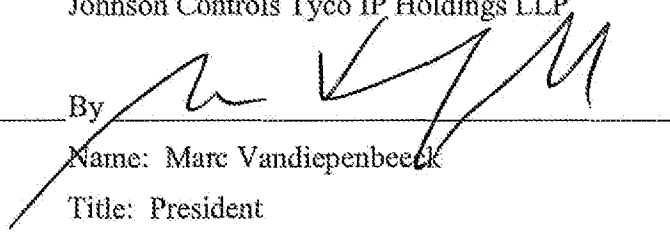
By _____
Name: Tracy Long
Title: President

By  _____
Name: Marc Vandiepenbeeck
Title: Manager

Johnson Controls, Inc.

Johnson Controls Tyco IP Holdings LLP

By _____
Name: Richard Dancy
Title: Vice President

By  _____
Name: Marc Vandiepenbeeck
Title: President

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By _____

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Name: Tracy Long

Name: Marc Vandiepenbeeck

Title: 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

4811-4854-9747.1

SCHEDULE 1
ASSIGNED PATENTS

Patents

[See Exhibit B]

4811-4654-9747.1

Schedule B-1 Grinnell, LLC

CTRY	STATUS	APLN #	PATENT #	TITLE	ASSIGNEE (Grinnell LLC)	ENTITY ID
US	Issued	10/715422	7104333	Dry Pipe Valve For Fire Protection Sprinkler System	GRINNELL LLC, Tyco Fire Products LP	US1113;US1120
US	Issued	11/313749	7322423	Dry Pipe Valve For Fire Protection Sprinkler System	GRINNELL LLC, Tyco Fire Products LP	US1113;US1120
EP	Issued	01935232.7	EP1305085	Dry Pipe Valve For Fire Protection Sprinkler System	GRINNELL LLC, Tyco Fire Products LP	US1113;US1120
DE	Issued	01935232.7	60139204.3	Dry Pipe Valve For Fire Protection Sprinkler System	GRINNELL LLC, Tyco Fire Products LP	US1113;US1120
ES	Issued	01935232.7	1305085	Dry Pipe Valve For Fire Protection Sprinkler System	GRINNELL LLC, Tyco Fire Products LP	US1113;US1120
FR	Issued	01935232.7	1305085	Dry Pipe Valve For Fire Protection Sprinkler System	GRINNELL LLC, Tyco Fire Products LP	US1113;US1120
IT	Issued	01935232.7	1305085	Dry Pipe Valve For Fire Protection Sprinkler System	GRINNELL LLC, Tyco Fire Products LP	US1113;US1120
NL	Issued	01935232.7	1305085	Dry Pipe Valve For Fire Protection Sprinkler System	GRINNELL LLC, Tyco Fire Products LP	US1113;US1120
SE	Issued	EP 01935232.7	EP1305085 B1	Dry Pipe Valve For Fire Protection Sprinkler System	GRINNELL LLC, Tyco Fire Products LP	US1113;US1120
EP	Issued	01959768.1	EP1294449	Upright Fire Protection Nozzle	GRINNELL LLC, Tyco Fire Products LP	US1113;US1120
DE	Issued	01959768.1	EP1294449	Upright Fire Protection Nozzle	GRINNELL LLC, Tyco Fire Products LP	US1113;US1120

SCHEDULE 2
ASSIGNED COPYRIGHTS

Copyright Registrations

[See Exhibit B]

4811-4654-9747.1

EXHIBIT B - Preliminary**Company Intellectual Property**

Schedule 1 – Patents

Attached as Schedule B-1

Schedule 2 – Copyright Registrations

U.S. Copyright Registration	Title	Registration Date	Record Owner
USCOPYRIGHT TXu001895485	Truesite Workstation 3.02.	December 16, 2013	SimplexGrinnell LP
USCOPYRIGHT TXu001861687	TrueSTART Analyzer II PCC firmware 1.01.	April 04, 2013	SimplexGrinnell LP
USCOPYRIGHT TXu001861359	4100ES Master 2.01.	April 03, 2013	SimplexGrinnell LP
USCOPYRIGHT TXu001861355	TSI Analyzer 2.01.01.	April 03, 2013	SimplexGrinnell LP
USCOPYRIGHT TXu001861350	TrueSTART Analyzer II Firmware.	April 03, 2013	SimplexGrinnell LP
USCOPYRIGHT TXu001861345	TrueSTART Analyzer II Bootloader.	April 03, 2013	SimplexGrinnell LP
USCOPYRIGHT TXu001854148	EPS Boot Loader 1.02.	February 25, 2013	SimplexGrinnell LP
USCOPYRIGHT TXu001854144	EPS 1.02.	February 25, 2013	SimplexGrinnell LP
USCOPYRIGHT TXu001854142	ITCC Boot Loader 1.02.	February 25, 2013	SimplexGrinnell LP
USCOPYRIGHT TXu001854124	ITCC 1.02.	February 25, 2013	SimplexGrinnell LP
USCOPYRIGHT TXu001854114	DCAI Short Circuit CPU 1.01.	February 25, 2013	SimplexGrinnell LP
USCOPYRIGHT TXu001854107	DCAI MAIN CPU 1.01.	February 25, 2013	SimplexGrinnell LP
USCOPYRIGHT TXu001854106	NXNA Repeater 1.01.	February 25, 2013	SimplexGrinnell LP
USCOPYRIGHT TXu001854105	NXNA Hornstrobe 1.02.	February 25, 2013	SimplexGrinnell LP
USCOPYRIGHT TXu001854104	NXNA Hornstrobe Bootloader 1.01.	February 25, 2013	SimplexGrinnell LP
USCOPYRIGHT TXu001827498	TrueSITE Workstation 3.01.	September 04, 2012	SimplexGrinnell LP
USCOPYRIGHT TXu001827497	Network Programmer 1.5.	September 04, 2012	SimplexGrinnell LP
USCOPYRIGHT TXu001832784	Programmer NetSync 1.03.	June 11, 2012	SimplexGrinnell LP

USCOPYRIGHT TXu001832769	NXNA Hornstrobe notification device.	June 11, 2012	SimplexGrinnell LP
USCOPYRIGHT TXu001817128	EPS Slave.	June 11, 2012	SimplexGrinnell LP
USCOPYRIGHT TXu001817125	4100/4014 ES 1.03 Master.	June 11, 2012	SimplexGrinnell LP
USCOPYRIGHT TXu001815928	IDNET1+ Slave.	June 11, 2012	SimplexGrinnell LP
USCOPYRIGHT TXu001832780	Network System Integrator.	May 02, 2012	SimplexGrinnell LP
USCOPYRIGHT TXu001832773	TCP/IP Physical Bridge.	May 02, 2012	SimplexGrinnell LP

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U.S. Copyright Registration	Title	Registration Date	Record Owner
USCOPYRIGHT TXu001832767	Modem Bridge.	May 02, 2012	SimplexGrinnell LP
USCOPYRIGHT TX 007519736	TrueSite Workstation 2.04.	March 21, 2012	SimplexGrinnell LP
USCOPYRIGHT TX 007469559	4100ES Master Code.	November 16, 2011	SimplexGrinnell, LP
USCOPYRIGHT TX 007469555	BNIC 1.01.02.	November 16, 2011	SimplexGrinnell LP
USCOPYRIGHT TX 007453631	TrueSite Workstation 2.03.	September 22, 2011	SimplexGrinnell LP
USCOPYRIGHT TX 007383152	TrueSite Workstation 2.02.	March 29, 2011	SimplexGrinnell LP
USCOPYRIGHT TX 007321211	4100U MX Digital Loop Card.	September 16, 2010	SimplexGrinnell LP
USCOPYRIGHT TX 007168304	TrueSite Workstation 2.01.	January 11, 2010	SimplexGrinnell LP
USCOPYRIGHT TX 006977930	[No title on deposit.]	January 11, 2008	SimplexGrinnell LP
USCOPYRIGHT TX 006977933	[No title on deposit.]	January 11, 2008	SimplexGrinnell LP
USCOPYRIGHT TX 006210246	Fire panel configuration & control software : version 8.04 / author, Marty Steinberg.	September 23, 2005	SimplexGrinnell, LP
USCOPYRIGHT TX 006190136	Fire panel configuration & control software : version 11.01.	July 29, 2005	SimplexGrinnell, LP
USCOPYRIGHT TX 006194912	Fire panel configuration & control software : version 10.01.	July 29, 2005	SimplexGrinnell, LP
USCOPYRIGHT 00352655100000	Fire panel configuration & control software, version 9.02 & 2 other titles; software.		SimplexGrinnell, LP
USCOPYRIGHT 00352655100000	Fire panel configuration & control software, version 9.02 & 2 other titles; software.		SimplexGrinnell, LP

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