PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7159628

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/17/2021
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Execution Date
JOHNSON CONTROLS, INC.	08/06/2021

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 26

Property Type	Number
Application Number:	13159217
Application Number:	13952306
Application Number:	14177398
Application Number:	14177432
Application Number:	14202023
Application Number:	14202026
Application Number:	14516651
Application Number:	14516671
Application Number:	14604902
Application Number:	15164163
Application Number:	15173775
Application Number:	15174209
Application Number:	15201740
Application Number:	15220126
Application Number:	15252314
Application Number:	15594750
Application Number:	15594826
Application Number:	15594861

PATENT REEL: 058889 FRAME: 0556

507112788

Property Type	Number
Application Number:	15595818
Application Number:	15596028
Application Number:	15822300
Application Number:	15989254
Application Number:	16105462
Application Number:	16274066
Application Number:	16292551
Application Number:	16589610

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: recordals@cpaglobal.com
Correspondent Name: CPA GLOBAL LIMITED
Address Line 1: LIBERATION HOUSE

Address Line 2: CASTLE ST

Address Line 4: ST HELIER, JERSEY JE1 1BL

NAME OF SUBMITTER:	HELEN BIRRELL
SIGNATURE:	/IPR/TB/Foley&LardnerJCl2021102/AGc26PT/
DATE SIGNED:	02/04/2022

Total Attachments: 10

source=Johnson Controls Security Solutions to US Holdings; US Holdings to JCI; JCI to JCTIPH#page1.tif source=Johnson Controls Security Solutions to US Holdings; US Holdings to JCI; JCI to JCTIPH#page2.tif source=Johnson Controls Security Solutions to US Holdings; US Holdings to JCI; JCI to JCTIPH#page4.tif source=Johnson Controls Security Solutions to US Holdings; US Holdings to JCI; JCI to JCTIPH#page5.tif source=Johnson Controls Security Solutions to US Holdings; US Holdings to JCI; JCI to JCTIPH#page6.tif source=Johnson Controls Security Solutions to US Holdings; US Holdings to JCI; JCI to JCTIPH#page7.tif source=Johnson Controls Security Solutions to US Holdings; US Holdings to JCI; JCI to JCTIPH#page8.tif source=Johnson Controls Security Solutions to US Holdings; US Holdings to JCI; JCI to JCTIPH#page9.tif source=Johnson Controls Security Solutions to US Holdings; US Holdings to JCI; JCI to JCTIPH#page9.tif source=Johnson Controls Security Solutions to US Holdings; US Holdings to JCI; JCI to JCTIPH#page10.tif

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 Johnson Controls Security Solutions LLC, a Delaware Limited Liability Company, located at 6600 Congress Avenue, Boca Raton, Florida 33487 ("Johnson Controls Security Solutions"), 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 Johnson Controls Security Solutions (the "**Transferred Assets**") pursuant to the Asset Purchase Agreement between Johnson Controls Security Solutions, 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, Johnson Controls Security Solutions, 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 Johnson Controls Security Solutions to US Holdings.

- (a) For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Johnson Controls Security Solutions hereby irrevocably conveys, transfers, and assigns to US Holdings, and US Holdings hereby accepts, all of Johnson Controls Security Solutions' 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,

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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. Johnson Controls Security Solutions 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 Johnson Controls Security Solutions 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. <u>Assignment from US Holdings to JCI</u>.

- (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. <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) 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. <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. 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.

Johnson Controls Security Solutions 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

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.

Johnson Controls Security Solutions LLC	Johnson Controls US Holdings LLC
Ву	$_{\text{By}}$ \mathcal{M}
Name: Chris Osborne	Name: Marc Vandiepenbeeck
Title: Vice President	Title: Manager
Johnson Controls, Inc.	Johnson Controls Tyco IP Holdings LLP
Johnson Condons, me.	Johnson Controls Tyco II Florango EEI
Ву	By //
Name: Richard Dancy	Name: Marc Vandiepenbeeck
Title: Vice 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.

Johnson Controls Security Solutions 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
Ву	By
Name: Richard Dancy	Name: Marc Vandiepenbeeck
Title: Vice President	Title: President

SCHEDULE 1

ASSIGNED PATENTS

Patents

[See Exhibit B]

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Schedule B-1 Johnson Controls Security Solutions LLC

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8970349		4		10606224		10636240	10475273	9858781		11010754		10692321		10685526	10055926		10475272	÷		10650248	9984295					9384611	3025460	3025460	3025460	10460590	10380521		PATENT#
System To Provide A Security Technology And Management Portal	Device Enabled Identity Authentication	Architecture For Access Management	SYSTEMS AND METHODS OF ENABLING BLOCKCHAIN-BASED BUILDING AUTOMATION SYSTEMS	System To Provide A Security Technology And Management Portal	Method to provide a security technology and management portal	9378633 System To Provide A Security Technology And Management Portal	Wireless Security Devices	Wireless Security Devices	Security devices Method And System For Self-Discovery And Management Of	Method and system for self-discovery and management of wireless	Method And System For Self-Discovery And Management Of Wireless Security Devices	Method And System For Self-Discovery And Management Of Wireless Security Devices	Method And System For Self-Discovery And Management Of Wireless Security Devices	Method And System For Mobile Duress Alarm	Predicting Service For Intrusion And Alarm Systems Based On Signal Activity, Patterns	Device Enabled Identity Authentication	TITLE																
ADT SECURITY SERVICES, INC., Tyco Integrated Security, LLC, Tyco Integrated Security, LLC	Tyco Integrated Security, LLC	Tyco Integrated Security, LLC	Tyco Integrated Security, LLC	Tyco Integrated Security, LLC	Tyco Integrated Security, LLC	Tyco Integrated Security, LLC	Tyco Integrated Security, LLC	Tyco Integrated Security, LLC	Tyco Integrated Security, LLC	Tyco Integrated Security, LLC	Tyco Integrated Security, LLC	Tyco Integrated Security, LLC	Tyco Integrated Security, LLC	Tyco Integrated Security, LLC	Tyco Integrated Security, LLC	Tyco Integrated Security, LLC	Tyco Integrated Security, LLC	Tyco Integrated Security, LLC	Tyco Integrated Security, LLC	Tyco Integrated Security, LLC	Tyco Integrated Security, LLC	Tyco Integrated Security, LLC	יייט ווויבקומיבת אברמוויץ, בבר	Typo Integrated Security 110	Tyco Integrated Security, LLC	Tyco Integrated Security, LLC	Tyco Integrated Security, LLC	Tyco Integrated Security, LLC	Tyco Integrated Security, LLC	Tyco Integrated Security, LLC	Tyco Integrated Security, LLC	Tyco Integrated Security, LLC	ASSIGNEE (Tyco Integrated Security, LLC; now Johnson Controls Security Solutions LLC)
n/a;US1103	US1103;	US1103;	US1103;	US1103;	US1103;	US1103;	US1103;	US1103;	US1103;	US1103;	US1103;	US1103;	US1103;	US1103;	US1103;	US1103;	US1103;	US1103;	US1103;	US1103;	US1103;	US1103;	031103,	1151103.	US1103;	US1103;	US1103;	US1103;	US1103;	US1103;	US1103;	US1103;	ENTITY ID

Schedule B-1 Johnson Controls Security Solutions LLC

Security Status APAIN # PATENT # TITLE CA Issued 15/29251 1004326 System and Method for Monitoring a Location ADJ SECURITY SERVICES, INC., Tyco Integrated Security Sublimant Control Actions of A Security Control Security Sublimant Control Actions of A Security Control Security Sublimant Control Actions of A Security Control Secu	Tyco Fire & Security GmbH, Tyco Integrated Security, ILC
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STATUS APLN# PATENT# Issued 16/292551 11004326	reas Of Activity Comtrak Technologies, LLC, Tyco Integrated Security, LLC.
STATUS APLN# PATENT#	ADT SECURITY SERVICES, INC., Tyco Integrated Security. LLC
	ASSIGNEE (Tyco Integrated Security, LLC; now Johnson Controls Security Solutions LLC)

SCHEDULE 2

ASSIGNED COPYRIGHTS

Copyright Registrations

[See Exhibit B]

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RECORDED: 02/04/2022