

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7874878

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	JOHNSON CONTROLS TECHNOLOGY COMPANY	08/06/2021
RECEIVING PARTY DATA		
Name:	JOHNSON CONTROLS TYCO IP HOLDINGS LLP	
Street Address:	5757 NORTH GREEN BAY AVENUE	
City:	MILWAUKEE	
State/Country:	WISCONSIN	
Postal Code:	53209	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17698653
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Phone:	2139724516	
Email:	dwityak@foley.com, IPDocketing@foley.com	
Correspondent Name:	FOLEY & LARDNER LLP	
Address Line 1:	3000 K STREET, N.W., SUITE 600	
Address Line 4:	WASHINGTON, D.C. 20007-5109	
ATTORNEY DOCKET NUMBER:	19-0322-US2 (116048-1275)	
NAME OF SUBMITTER:	DANIEL WITYAK	
SIGNATURE:	/Daniel Wityak/	
DATE SIGNED:	03/30/2023	
Total Attachments: 5		
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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 Johnson Controls Technology Company, a Michigan Corporation, located at 2875 High Meadow Circle, Auburn Hills, Michigan 48326-2773 (“**JCTC**”) 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 JCTC (the “**Transferred Assets**”) pursuant to the Amended and Restated Contribution Agreement between JCTC 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, JCTC 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. Assignment from JCTC to JCTIPH.

(a) For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JCTC hereby irrevocably conveys, transfers, and assigns to JCTIPH, and JCTIPH hereby accepts, all of JCTC’ 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. JCTC 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 JCTC 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. 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.

4. 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.

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 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.

Johnson Controls Technology Company

By 

Name: Marc Vandiepenbeeck

Title: President

Johnson Controls Tyco IP Holdings LLP

By 

Name: Marc Vandiepenbeeck

Title: President

SCHEDULE 1
ASSIGNED PATENTS

Patents

[See Exhibit B]

Schedule B-1 Johnson Controls Technology Company

CTRY	STATUS	API#	PATENT #	TITLE	ASSIGNEE (Johnson Controls Technology Company)	ENTITY ID
US	Allowed	16/746453		Smart Parking Lot System	Johnson Controls Technology Company	WC700;
US	Published	16/746476		Lobby Management System	Johnson Controls Technology Company	WC700;
AU	Published	20200200345		Conference Room Management System	Johnson Controls Technology Company	WC700;
US	Published	16/746517		Conference Room Management System	Johnson Controls Technology Company	WC700;
US	Published	16/746529		Building Automation System With Visitor Management	Johnson Controls Technology Company	WC700;
US	Published	16/746570		Smart Building Automation System With Fault Analysis And Component Procurement	Johnson Controls Technology Company	WC700;
US	Pending	16/803775		Door Lock Fault Detection	Johnson Controls Technology Company	WC700;
US	Published	16/427806		Analysis System With Machine Learning Based Interpretation	Johnson Controls Technology Company	WC700;
AU	Pending	2019304871		Building Management System with Space Graphs	Johnson Controls Technology Company	WC700;
CA	Published	3106434		Building Management System With Space Graphs	Johnson Controls Technology Company	WC700;
EP	Published	19707156.6		Building Management System with Space Graphs	Johnson Controls Technology Company	WC700;
SG	Pending	112021003271		Building Management System With Space Graphs	Johnson Controls Technology Company	WC700;
WO	Published	PCT/US2019/015481		Building Management System with Space Graphs	Johnson Controls Technology Company	WC700;
US	Issued	16/259950	10788798	Building Management System with Hybrid Edge-Cloud Processing	Johnson Controls Technology Company	WC700;
US	Published	17/033002		Building Management System With Hybrid Edge-Cloud Processing	Johnson Controls Technology Company	WC700;
WO	Published	PCT/US19/15468		Building Management System with Hybrid Edge-Cloud Processing	Johnson Controls Technology Company	WC700;
US	Published	16/441988		Building HVAC System with Predictive Temperature and Humidity Control	Johnson Controls Technology Company	WC700;
WO	Published	PCT/US2020/037599		Predictive Heating Control System and Method	Johnson Controls Technology Company	WC700;
US	Allowed	16/507709		Systems and Methods for Managing Alarm Data of Multiple Locations	Johnson Controls Technology Company	WC700;
US	Issued	16/368611	10607476	Building Security System With Site Risk Reduction	Johnson Controls Technology Company	WC700;
US	Issued	16/368620	10607478	Building Security System With False Alarm Reduction Using Hierarchical Relationships	Johnson Controls Technology Company	WC700;
US	Published	16/428548		Central Plant Optimization With Optimization Modification	Johnson Controls Technology Company	WC700;
US	Published	17/032853		Automatic Fault Detection And Diagnostics In A Building Management System	Johnson Controls Technology Company	WC700;
US	Published	16/418686		Model Predictive Maintenance System with Automatic Service Work Order Generation	Johnson Controls Technology Company	WC700;

PATENT

RECORDED: 03/30/2023

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