# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8324652

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

### **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 N. GREEN BAY AVE.
City:	MILWAUKEE
State/Country:	WISCONSIN
Postal Code:	53209

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	17689569

### **CORRESPONDENCE DATA**

**Fax Number:** (202)672-5399

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.

**Phone:** 202-672-5300

**Email:** IPDocketing@Foley.com, Kimberly.Gray@foley.com

Correspondent Name: FOLEY & LARDNER LLP Address Line 1: 3000 K STREET, N.W.

Address Line 2: SUITE 600

Address Line 4: WASHINGTON, D.C. 20007

ATTORNEY DOCKET NUMBER:	117277-0966
NAME OF SUBMITTER:	KIMBERLY E. GRAY
SIGNATURE:	/Kimberly E. Gray/
DATE SIGNED:	12/12/2023

# **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. <u>Assignment from JCTC to JCTIPH</u>.

- (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

PATENT REEL: 065840 FRAME: 0417 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. <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.

Johnson Controls Technology Company

Johnson Controls Tyco IP Holdings LLP

Name: Marc Vandiepenbeeck

Name: Marc Vandiepenbeeck

Title: President Title: President

# SCHEDULE 1

# **ASSIGNED PATENTS**

# **Patents**

[See Exhibit B]

4810-4929-4323.1

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# **Schedule B-1 Johnson Controls Technology Company**

<b>ĕ</b>	STATUS	APLN#	PATENT #	TITLE	Technology Company)	ENTITY ID
US	Issued	16/274071	10600316	Rules-Based Method of Identifying Misuse of	Johnson Controls Technology	WC700;
				Emergency Fire Exits Using Data Generated by a	Company	
NS	lssued	16/178361	10928784	Central Plant Optimization System With Streamlined Data Linkage Of Design And	Johnson Controls Technology Company	WC700;
ns	Published	16/453280		ดิกคะสนักกล! Data Facility Management Portal	Johnson Controls Technology	WC700;
EP	Published	18196948.6		Building System With Smart Entity Personal	Company. Johnson Controls Technology	WC700;
NS	Published	16/143037		Building Risk Analysis System with Risk Decay	Johnson Controls Technology	WC700;
NS	lssued	16/143276	10565844	Building Risk Analysis System With Global Risk Dashboard	Company Company	WC700;
NS	Published	16/143221		Building Risk Analysis System with Dynamic and Baseline Risk	Johnson Controls Technology Company	WC700;
Sn	Published	16/255719		Building Risk Analysis System with Dynamic and Baseline Risk	Johnson Controls Technology	WC700;
NS	Issued	16/240466	10884398	Systems And Methods For Prediction Model Undate Scheduling For Building Foriument	Johnson Controls Technology	WC700;
NS	Published	16/413892		Building Analysis System With Machine Learning Based Interpretations	Johnson Controls Technology Company	WC700;
US	Issued	16/172371	10573168	Automated Alarm Panel Classification Using Pareto Optimization		WC700;
ns	Allowed	16/249784		Systems And Methods For Display Of Building Management User Interface Using Microservices	Johnson Controls Technology Company	WC700;
WO	Published	PCT/US19/60301		Systems And Methods For Display Of Building Management User Interface Using Microservices	Johnson Controls Technology Company	WC700;
ns	Allowed	16/239030	11042139	Systems and Methods for Controlling a Building	Johnson Controls Technology	WC700;
EP	Published	20200151204		Central Plant Control System With Dynamic	Johnson Controls Technology	WC700;
ns	Published	16/737579		Central Plant Control System With Dynamic Computation Reduction	Johnson Controls Technology Company	WC700;
Sn	Pending	17/013194		Building Management System With Control Framework	Johnson Controls Technology Company	WC700;
ns	Published	16/442103		Variable Refrigerant Flow System with Zone Grouning	Johnson Controls Technology	WC700;
οw	Published	PCT/US2020/037557		Variable Refrigerant Flow System with Zone Grouping	Johnson Controls Technology Company	WC700;
ns	Published	16/555591		Building Control System With Load Curtailment Optimization	Johnson Controls Technology Company	WC700;
ns	Allowed	16/549931		Central Plant Control System with Device Geometric Modeling and Control	Johnson Controls Technology Company	WC700;
Sn	Published	16/692346		Central Plant Control System With Geometric Modeling Of Operational Sequences	Johnson Controls Technology Company	WC700;
DE	Pending	to follow		Systems And Methods For Entity Visualization And	Johnson Controls Technology	WC700;

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RECORDED: 12/12/2023