

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT8367465

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

**CONVEYING PARTY DATA**

Name	Execution Date
JOHNSON CONTROLS, INC.	12/12/2023

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	10768031

**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 &amp; LARDNER LLP

Address Line 1: 3000 K STREET, N.W.

Address Line 2: SUITE 600

Address Line 4: WASHINGTON, D.C. 20007

<b>ATTORNEY DOCKET NUMBER:</b>	112444-1110
<b>NAME OF SUBMITTER:</b>	KIMBERLY E. GRAY
<b>SIGNATURE:</b>	/Kimberly E. Gray/
<b>DATE SIGNED:</b>	01/08/2024

**Total Attachments: 4**

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# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”) is executed on the below date and effective as of June 17, 2021 at 5:04 P.M. Central Time (the “**Effective Date**”), by and among Johnson Controls, Inc., a Wisconsin corporation, located at 5757 N. Green Bay Ave., 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, JCTIPH is the acquirer of certain assets of JCI (the “**Transferred Assets**”) 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 JCTIPH Contribution Agreement, JCI has conveyed, transferred, and assigned certain intellectual property among the Transferred Assets for 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 JCI to JCTIPH.

(a) 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 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 **Error! Reference source not found.**<sup>2</sup> 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 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.

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 Delaware, 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.

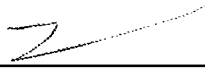
[SIGNATURE PAGE FOLLOWS]

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.

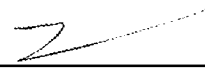
Johnson Controls, Inc.

Johnson Controls Tyco IP Holdings LLP

By



By



Date: 12/12/2023

Date: 12/12/2023

Name: Karl Reichenberger

Name: Karl Reichenberger

Title: Vice President & Chief IP  
and IT Counsel

Title: Vice President

**SCHEDULE 1**  
**ASSIGNED PATENTS**

**Patents**

<b>CTRY</b>	<b>STATUS</b>	<b>APLN #</b>	<b>PAT. #</b>	<b>TITLE</b>
US	Granted	16/251,011	10,768,031	AIR DUCT AIRFLOW SENSOR