

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM469231

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Triatek Holdings LLC		04/09/2018	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Johnson Controls, Inc.		
<b>Street Address:</b>	5757 North Green Bay Ave		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53201		
<b>Entity Type:</b>	Corporation: WISCONSIN		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3329361	STABLE VORTEX	
<b>Registration Number:</b>	1922853	VFV	
<b>Registration Number:</b>	2240382	TRIATEK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4142974900		
<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>			
<b>Phone:</b>	414-271-2400		
<b>Email:</b>	ipdocketing@foley.com, sfelde@foley.com		
<b>Correspondent Name:</b>	Jeffrey S. Gundersen		
<b>Address Line 1:</b>	3000 K Street, N.W. Suite 600		
<b>Address Line 2:</b>	Foley & Lardner LLP		
<b>Address Line 4:</b>	Washington, D.C. 20007-5109		
<b>ATTORNEY DOCKET NUMBER:</b>	041515-0184		
<b>NAME OF SUBMITTER:</b>	Sara M. Felde		
<b>SIGNATURE:</b>	/Sara M. Felde/		
<b>DATE SIGNED:</b>	04/10/2018		
<b>Total Attachments: 4</b>			
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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this “Assignment”) is made as of April 9, 2018, by Triatek Holdings LLC, a Georgia limited liability company (“Assignor”), and Johnson Controls, Inc., a Wisconsin corporation (“Assignee”), pursuant to the Asset Purchase Agreement dated as of April 4, 2018, by and among Assignor, Assignee, and James E. Hall, an individual resident in Georgia (the “Purchase Agreement”).

The Purchase Agreement provides, among other things, for the sale and transfer by Assignor to Assignee of the certain assets including the trademarks listed on the attached Exhibit A (the “Trademarks”) along with any and all goodwill appurtenant thereto. This Assignment is made and delivered in accordance with the Purchase Agreement in order to provide a document suitable for public recordation to evidence the transfer of interest in the Trademarks as provided in the Purchase Agreement.

NOW, THEREFORE, pursuant to the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, and Assignee’s successors and assigns, all of Assignor’s rights, title and interest in, to and under the Trademarks, together with their common law rights, goodwill and the business associated with the Trademarks, and registrations and pending registration applications thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements and damages), the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

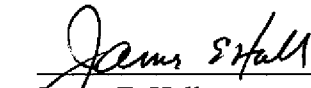
Assignor agrees to execute and deliver to Assignee, promptly upon request, any additional documents that are reasonably necessary to record or perfect Assignee’s interest in, ownership of or title to the Trademarks, to clear any encumbrances on the Trademarks, or otherwise give full effect to the purposes of this Assignment.

Assignor authorizes and requests any official in the country listed on the attached Exhibit A, whose duty it is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor’s right, title and interest in and to the Trademarks.

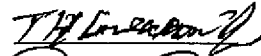

Nothing contained in this Assignment will in any way supersede, modify, amend, waive or otherwise affect any of the provisions set forth in the Purchase Agreement, including without limitation any of the representations, warranties, covenants and agreements set forth therein, this Assignment being intended only to effect the transfer by Assignor to Assignee of the Trademarks. In the event of any conflict or inconsistency between the Purchase Agreement and this Assignment, the Purchase Agreement will control.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the day and year first above written.

**ASSIGNOR:**  
TRIATEK HOLDINGS LLC


By:   
Name: James E. Hall  
Title: CEO

**NAME AND SIGNATURE OF WITNESSES**

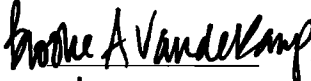
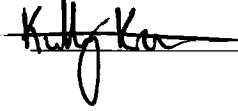
Name: <u>THOMAS CREASON JR.</u>	SIGNATURE <u></u>	Date <u>4-9-18</u>
Name: <u>JOHN S. JONES IV</u>	SIGNATURE <u></u>	Date <u>4-9-18</u>

*[Signature Page to Trademark Assignment]*

**ASSIGNEE:**  
JOHNSON CONTROLS, INC.

By:   
Name: Michael R. Peterson  
Title: President

NAME AND SIGNATURE OF WITNESSES

Name: <u>Brooke Van de Kamp</u>	SIGNATURE <u></u>	Date <u>4/9/18</u>
Name: <u>Kelly Koberstein</u>	SIGNATURE <u></u>	Date <u>4/9/18</u>

**EXHIBIT A  
LISTING OF TRADEMARKS**

**REGISTERED TRADEMARKS**

<b>Country</b>	<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
U.S.	STABLE VORTEX	3329361	11-06-2007
U.S.	VFV	1922853	09-26-1995
U.S.	TRIA TEK	2240382	04-20-1999