TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523044

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JOHNSON CONTROLS IP MEXICO S. DE R.L. DE C.V.		04/01/2019	Limited Liability Company: MEXICO

RECEIVING PARTY DATA

Name:	JSV HOLDING SARL
Street Address:	4, RUE JEAN MONNET
City:	2180 LUXEMBOURG
State/Country:	LUXEMBOURG
Entity Type:	Limited Liability Company: LUXEMBOURG

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77579798	EL ALMA DE TU AUTOMOVIL
Serial Number:	77411290	LTH

CORRESPONDENCE DATA

Fax Number: 2165796073

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: 216-579-1700
Email: lhawkins@pearne.com
Correspondent Name: JOHN P. MURTAUGH/PEARNE & GORDON LLP
Address Line 1: 1801 EAST 9TH STREET, SUITE 1200
Address Line 4: CLEVELAND, OHIO 44114-3108

CH $65.00 77579798

ATTORNEY DOCKET NUMBER:	BRAQ-J5575

DOMESTIC REPRESENTATIVE

Name: JOHN P. MURTAUGH/PEARNE & GORDON LLP
Address Line 1: 1801 EAST 9TH STREET, SUITE 1200
Address Line 4: CLEVELAND, OHIO 44114-3108

NAME OF SUBMITTER:	JOHN P. MURTAUGH
SIGNATURE:	/johnpmurtaugh/
DATE SIGNED:	05/10/2019

Total Attachments: 5
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Execution Version

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of April 1, 2019 ("Effective Date"), is entered into by and between Johnson Controls IP Mexico, S. de R.L. de C.V., a sociedad de responsabilidad limitada de capital variable, formed under the laws of Mexico having its registered address at David Alfaro Siqueiros, No. 104 Colonia Valle Oriente, San Pedro Garza Garcia, Nuevo Leon 66269, México ("Assignor") and JSV Holding Sarl, a limited liability company formed under the laws of Luxembourg, having its registered address at 4, rue Jean Monnet, 2180 Luxembourg, Luxembourg ("Assignee"). Assignor and Assignee are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of April 1, 2019 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign, transfer and convey to Assignee, among other things, all of Assignor's right, title and interest in and to the trademark registrations and applications set forth on Schedule A attached hereto together with the goodwill associated therewith and symbolized thereby and all common-law rights related thereto (the "Trademarks");

WHEREAS, the observance of formalities or procedures not contained in the Purchase Agreement is required or advisable to legally effect a transfer of certain assets and the applicable liabilities, necessitating entry by Assignor and Assignee into this Agreement; and

WHEREAS, the execution and delivery of this Assignment is an obligation of the Parties to consummate the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Definitions. All capitalized terms used but not defined in this Assignment shall have the meaning ascribed to such term in the Purchase Agreement.

Section 2. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee and Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of, (i) all of Assignor's right, title, and interest in, to, and under the Trademarks and (ii) any and all rights, claims, credits, causes of action, defenses and rights of offset or counterclaim to the extent arising from the rights in clause (i) that are available to or being pursued by Assignor against third parties (and the right to receive all monies, proceeds, settlements and recoveries in connection therewith) and have accrued or arisen prior to the Effective Date.

Section 3. Recording the Assignment. The Parties hereby authorize and request the relevant authorities at the United States Patent and Trademark Office and all applicable foreign agencies to record this Assignment and record Assignee as the owner of the assigned rights above.

Section 4. Agreement Governs. Nothing contained herein shall in any way modify the Purchase Agreement. The Parties acknowledge and agree that the representations, warranties, covenants, indemnities, limitations and other terms contained in the Purchase Agreement shall not be superseded or expanded hereby and shall remain in full force and effect to the fullest 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.

Section 5. Counterparts. This Assignment may be executed in counterparts. PDF signatures shall create a valid and binding obligation of each Party.

Section 6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to Delaware's principles of conflicts of law.

Section 7. Further Assurances. Without limiting Assignor's obligations under the Purchase Agreement, Assignor shall take all further actions and execute all further documents as are reasonably requested by Assignee to effect and record this Assignment with all applicable authorities.

[*Signature page follows.*]

TRADEMARK
REEL: 006642 FRAME: 0681

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be duly executed on its behalf as of the day and year first above written.

Johnson Controls IP Mexico, S. de R.L. de C.V.

By: .....
Name: Oscar Alberto García Rodríguez
Title: Attorney in Fact

By: .....
Name: Rodrigo Carlos Mendoza Matus
Title: Attorney in Fact

[Signature Page to Assignment of Trademarks]

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be duly executed on its behalf as of the day and year first above written.

JSV Holding Sarl

By: _____
Name: Peter Schieser
Title: General Manager

[Signature Page to Assignment of Trademarks]

Country	Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	Registrant
							de C.V.
United States of America	EL ALMA DE TU AUTOMOVIL	Registered	77579798	26-Sep-08	3800347	08-Jun-10	Johnson Controls IP Mexico, S. de R.L. de C.V.
United States of America	LTH	Registered	77411290	03-Mar-08	3793704	25-May-10	Johnson Controls IP Mexico, S. de R.L. de C.V.
Uruguay	EVERLITE	Registered	469579	10-Nov-15	469579	01-Oct-18	Johnson Controls IP Mexico, S. de R.L. de C.V.
Uruguay	FULGOR	Registered	485928 (383766)	17-Sep-96	485928 (383766)	10-Sep-97	Johnson Controls IP Mexico, S. de R.L. de C.V.
Uruguay	FULTECH	Registered	485927 (383767)	17-Sep-96	485927 (383767)	10-Sep-97	Johnson Controls IP Mexico, S. de R.L. de C.V.
Uruguay	LTH	Registered	443505	08-Mar-13	443505	13-Nov-13	Johnson Controls IP Mexico, S. de R.L. de C.V.
Uruguay	LTH HI TEC	Registered	443504	08-Mar-13	443504	12-Nov-13	Johnson Controls IP Mexico, S. de R.L. de C.V.

[Schedule to Assignment of Trademarks]