

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637593

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, Inc.		04/07/2021	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Tyco Fire & Security GmbH		
Street Address:	Victor von Bruns-Strasse 21		
City:	Neuhausen am Rheinfeld		
State/Country:	SWITZERLAND		
Postal Code:	8212		
Entity Type:	Limited Liability Company: SWITZERLAND		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	5228969	AIRSMART IAQ	
Registration Number:	6102441	BRIO	
Registration Number:	2983634	CLEAN CYCLE	
Registration Number:	5515031	DÉCOR-SNAP	
Registration Number:	2855334	EVERYTHING 'STAT	
Registration Number:	5807267	HOME & AWAY AWARE	
Registration Number:	3067254	IAQ CLEAN CYCLE	
Registration Number:	5308149	KONO	
Registration Number:	2264062	LUX	
Registration Number:	4878707	LUX/GEO	
Registration Number:	2108904	LUXLIGHT	
Registration Number:	2349968	LUXPRO	
Registration Number:	5062646	LUXPRO	
Registration Number:	2247384	MINUTE MINDER	
Registration Number:	5360512	SMART RECOVERY	
Registration Number:	1934212	SMART TEMP	
Registration Number:	2784698	SPEED DIAL	
Registration Number:	4384544	SPEED SLIDE	
Registration Number:	2603264		

CH \$615.00 5228969

Property Type	Number	Word Mark
Registration Number:	2670697	
Registration Number:	2554457	
Registration Number:	5480495	ZERO DEGREES OF DIFFICULTY
Registration Number:	4868191	LUX
Registration Number:	4868192	LUX PRODUCTS

CORRESPONDENCE DATA

Fax Number:

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.

Email: susan.cain.sanchez@jci.com

Correspondent Name: Susan Cain

Address Line 1: 6600 Congress Avenue

Address Line 4: Boca Raton, FLORIDA 33487

NAME OF SUBMITTER:	Susan Cain
SIGNATURE:	/Susan Cain/
DATE SIGNED:	04/07/2021

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("**Agreement**") is entered into and made effective as of the date of its full execution ("**Effective Date**"), by and between Johnson Controls, Inc., a Wisconsin corporation with a principal place of business at 5757 N. Green Bay Avenue, Milwaukee, WI 53201 ("**ASSIGNOR**") and Tyco Fire & Security GmbH, a Swiss Limited Liability Company with a principal place of business at Victor von Bruns-Strasse 21, 8212 Neuhausen am Rheinfall, Switzerland ("**ASSIGNEE**") (collectively, the "**Parties**").

WHEREAS, ASSIGNOR wishes to assign, transfer, convey, and deliver, together with the goodwill of the business related thereto, to ASSIGNEE all of ASSIGNOR's right, title, and interest in and to the trademarks, service marks, trade dress, trade names, and other indicators of source including registrations and applications for, and common law rights in, the foregoing owned by ASSIGNOR anywhere in the world (collectively, the "**Trademarks**"), including without limitation the trademarks, trademark registrations, and trademark applications listed in Attachment A hereto; and

WHEREAS, ASSIGNEE seeks to acquire all right, title, and interest in and to the Trademarks, together with the goodwill of the business related thereto.

NOW THEREFORE, in consideration of the representations, warranties, covenants, and agreements contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. ASSIGNOR hereby assigns, transfers, conveys, and delivers, together with the goodwill of the business related thereto, to ASSIGNEE, and ASSIGNEE hereby accepts from ASSIGNOR, all right, title, and interest of ASSIGNOR in and to the Trademarks, together with the goodwill of the business related thereto, all pending applications and registrations therefor, the common law and unregistered rights associated therewith, and all rights, claims, and causes of action, if any, for the benefit of ASSIGNOR relating to the Trademarks, including the right to bring suit and recover damages for infringements occurring before, on or after the Effective Date.

2. In the event that this Agreement is insufficient to vest legal and record title in any of the Trademarks in ASSIGNEE, then ASSIGNOR will use reasonable best efforts to take, or cause to be taken, all reasonable actions to execute, notarize, authenticate, legalize, or consularize all documents, in each case necessary to vest legal and record title in such Trademarks in ASSIGNEE.

3. This Agreement may be executed in any number of counterparts, and in separate counterparts, and may be delivered by .pdf or other similar electronic transmission. Each

counterpart when so executed and delivered shall be deemed an original, and all such counterparts taken together shall constitute one and the same instrument.

4. This Agreement is not intended to, and does not, confer any legal or equitable rights or remedies hereunder upon any person or entity other than the Parties and their respective successors and permitted assigns.

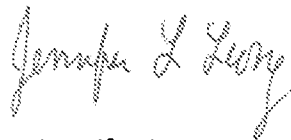
5. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the Parties and their respective successors and permitted assigns.

6. If any provision of this Agreement is fully or in part invalid, illegal, or incapable of being enforced by any rule, law, or public policy, all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any Party. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible.

7. This Agreement shall be governed by and construed in accordance with the laws of Switzerland, without giving effect to conflicts of law principles.

ASSIGNOR

Johnson Controls, Inc.

By: 

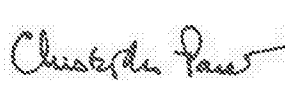
Name: Jennifer Leong

Title: Vice President

Date: April 7, 2021

ASSIGNEE

Tyco Fire & Security GmbH

By: 

Name: Christopher Parent

Title: Managing Director

Date: April 7, 2021

**ATTACHMENT A
TRADEMARKS**

Trademark	Country	App Date	App No	Reg Date	Reg No	Renewal
AIR SMART LOGO	Canada	31-May-2016	1784878	1-May-2018	TMA995643	1-May-2033
BETTER BY DESIGN	Canada	3-Nov-2004	1236082	27-Oct-2008	TMA726953	27-Oct-2023
BRIO	Canada	16-Oct-2017	1862937	25-Jul-2019	TMA1044664	25-Jul-2029
CLEAN CYCLE	Canada	25-May-2004	1217919	23-Jan-2007	TMA680029	23-Jan-2022
DECOR-SNAP	Canada	11-May-2017	1837231	13-Oct-2020	TMA1084592	13-Oct-2030
EASY TEMP	Canada	3-Jun-2004	1219025	13-Jan-2006	TMA656545	13-Jan-2021
EVERYTHING 'STAT	Canada	28-May-2004	1218509	3-Oct-2005	TMA649521	3-Oct-2020
HOME & AWAY AWARE	Canada	4-Oct-2016	1803272	6-Aug-2019	TMA1047219	6-Aug-2029
IAQ CLEAN CYCLE	Canada	25-Feb-2005	1248602	8-Mar-2007	TMA683209	8-Mar-2022
KONO	Canada	4-Oct-2016	1803271	6-Aug-2019	TMA1047210	6-Aug-2029
LUX (stylized)	Canada	24-Nov-2014	1704252	25-Feb-2016	TMA929917	25-Feb-2031
LUX clock III	Canada	13-Oct-1999	1032301	20-Sep-2001	TMA551203	20-Sep-2031
LUX PRODUCTS	Canada	24-Nov-2014	1704271	25-Feb-2016	TMA929911	25-Feb-2031
LUX/GEO	Canada	30-Mar-2015	1721578	24-Feb-2016	TMA929781	24-Feb-2031
LUXLIGHT	Canada	3-Jun-2004	1219024	20-Apr-2005	TMA637824	20-Apr-2030
LUXPRO	Canada	25-May-2004	1217918	14-Jul-2005	TMA644307	14-Jul-2030
LUXPRO Stylized	Canada	31-May-2016	1784877	3-Jan-2018	TMA987739	3-Jan-2033
MINUTE MINDER	Canada	17-Dec-1997	864645	29-Jul-1999	TMA513642	29-Jul-2029
MINUTE MINDER	Canada	8-Apr-1969	321373	30-Jan-1970	TMA167649	30-Jan-2030
SMART TEMP	Canada	25-May-2004	1217968	14-Jul-2006	TMA667700	14-Jul-2021
SPEED DIAL	Canada	6-Aug-2001	1111924	13-Jan-2005	630107	13-Jan-2030
VIBRA-MET	Canada	16-May-2006	1301842	22-Aug-2008	TMA721861	22-Aug-2023
WHERE TIMING IS EVERYTHING	Canada	14-Apr-2005	1254127	26-May-2006	TMA665031	26-May-2021
LUX	China	24-Jun-2004	4136622	28-Oct-2010	4136622	27-Oct-2030
LUX	China	25-Nov-2009	7859405	7-Jan-2014	7859405	6-Jan-2024
LUX	China	23-May-2006	5369938	21-Jul-2009	5369938	20-Jul-2029
LUX (stylized)	China	7-Nov-2016	21806784			
LUX (stylized)	China	7-Nov-2016	21806785			
LUX (stylized)	China	7-Nov-2016	21806785A	14-Jan-2018	21806785A	13-Jan-2028
LUX clock I	China	23-May-2006	5369934	21-Jul-2009	5369934	20-Jul-2029
LUX clock II	China	23-May-2006	5369932	21-Jul-2009	5369932	20-Jul-2029
LUX clock III	China	23-May-2006	5369936	21-Jul-2009	5369936	20-Jul-2029
LUXPRO	China	24-Jun-2004	4136621	28-Jan-2007	4136621	27-Jan-2027
LUXPRO Stylized	China	7-Nov-2016	21806786	21-Dec-2017	21806786	20-Dec-2027
LUXPRO Stylized	China	7-Nov-2016	21806688A	14-Jan-2018	21806688A	13-Jan-2028

MINUTE MINDER	China	25-Jun-2004	4138300	14-Nov-2006	4138300	13-Nov-2026
MINUTE MINDER	China	1-Aug-2006	5515230	14-Jul-2009	5515230	13-Jul-2029
MINUTE MINDER Design I	China	16-Mar-2009	7256813	14-Nov-2010	7256813	13-Nov-2030
MINUTE MINDER Design I	China	16-Mar-2009	7256658	14-Nov-2010	7256658	13-Nov-2030
MINUTE MINDER Design II	China	16-Mar-2009	7256812	14-Nov-2010	7256812	13-Nov-2030
LUXPRO	Mexico	29-Nov-2000	460540	4-May-1999	986125	29-Nov-2030
LUXPRO	Mexico	29-Nov-2000	460539	22-Feb-2001	687395	29-Nov-2030
AIRSMART IAQ LOGO	USA	19-Jan-2016	86879237	20-Jun-2017	5228969	20-Jun-2027
BRIO	USA	11-Jul-2017	87523456	14-Jul-2020	6102441	14-Jul-2030
CLEAN CYCLE	USA	27-May-2003	76517286	9-Aug-2005	2983634	9-Aug-2025
DECOR-SNAP	USA	10-May-2017	87444314	10-Jul-2018	5515031	10-Jul-2028
EVERYTHING 'STAT	USA	8-Apr-2003	78235261	15-Jun-2004	2855334	15-Jun-2024
GRIP SAFE	USA	15-Jan-2013	85823164	1-Apr-2014	4504063	1-Apr-2024
HOME & AWAY AWARE	USA	4-Oct-2016	87192272	16-Jul-2019	5807267	16-Jul-2029
IAQ CLEAN CYCLE	USA	3-Jan-2005	76626666	14-Mar-2006	3067254	14-Mar-2026
KONO	USA	4-Oct-2016	87192278	10-Oct-2017	5308149	10-Oct-2027
LUX	USA	23-Jul-1997	75329054	27-Jul-1999	2264062	27-Jul-2029
LUX (stylized)	USA	12-Nov-2014	86452014	8-Dec-2015	4868191	8-Dec-2025
LUX PRODUCTS	USA	12-Nov-2014	86452015	8-Dec-2015	4868192	8-Dec-2025
LUX/GEO	USA	16-Mar-2015	86565420	29-Dec-2015	4878707	29-Dec-2025
LUXLIGHT	USA	7-Oct-1996	75177856	28-Oct-1997	2108904	28-Oct-2027
LUXPRO	USA	13-May-1999	75705977	16-May-2000	2349968	16-May-2030
LUXPRO Stylized	USA	3-Feb-2016	86895956	18-Oct-2016	5062646	18-Oct-2026
MINUTE MINDER	USA	1-Dec-1997	75397806	25-May-1999	2247384	25-May-2029
SMART RECOVERY	USA	3-Feb-2016	86895953	19-Dec-2017	5360512	19-Dec-2027
SMART TEMP	USA	28-Mar-1994	74505418	7-Nov-1995	1934212	7-Nov-2025
SPEED DIAL	USA	15-May-2001	76257151	18-Nov-2003	2784698	18-Nov-2023
SPEED SLIDE	USA	12-Aug-2011	85396163	13-Aug-2013	4384544	13-Aug-2023
TIMER Design I	USA	6-Nov-1997	75385834	6-Aug-2002	2603264	6-Aug-2022
TIMER Design II	USA	6-Nov-1997	75385836	7-Jan-2003	2670697	7-Jan-2023
TIMER Design III	USA	6-Nov-1997	75385837	2-Apr-2002	2554457	2-Apr-2022
ZERO DEGREES OF DIFFICULTY	USA	23-Oct-2017	87656229	29-May-2018	5480495	29-May-2028