

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM661288

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Master Protection, LP		07/13/2021	Limited Partnership: FLORIDA
RECEIVING PARTY DATA			
Name:	Tyco Fire & Security GmbH		
Street Address:	Victor von Bruns-Strasse 21		
City:	Neuhausen am Rheinfall		
State/Country:	SWITZERLAND		
Postal Code:	8212		
Entity Type:	Limited Liability Company: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1542127	FIREMASTER	
Registration Number:	1681443	FIREMASTER	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
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:	07/20/2021		
Total Attachments: 2			
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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 **Master Protection, LP**, a Delaware limited partnership, with a principal place of business at 6600 Congress Avenue, Boca Raton, FL 33487, United States of America ("**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 trademark registration listed below; and

US Reg. No. 1542127 FIREMASTER

US Reg. No. 1681443 FIREMASTER

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 One Dollar (US\$1.00) 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.

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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 the Switzerland, without giving effect to conflicts of law principles.

ASSIGNOR

By:

Name: Jennifer Leong

Title: Vice President

Date: 8 July 2021

ASSIGNEE

By:

Name: Christopher Parent

Title: Managing Director

Date: 13 July 2021