

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695581

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silent-Aire Limited Partnership		09/23/2021	Limited Partnership:
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:	Gesellschaft Mit Beschränkter Haftung (GmbH): SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6028720	S	
Registration Number:	6028717	S SILENT-AIRE	
Registration Number:	4300454	SILENT-AIRE SYSTEMS	
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:	sonja.truninger@jci.com		
Correspondent Name:	Sonja Truninger		
Address Line 1:	Victor von Bruns-Strasse 21		
Address Line 4:	Neuhausen am Rheinf, SWITZERLAND 8212		
ATTORNEY DOCKET NUMBER:	Silent-Aire assignment		
NAME OF SUBMITTER:	Sonja Truninger		
SIGNATURE:	/sonjatruninger/		
DATE SIGNED:	12/17/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into and made effective as of the date of September 23, 2021, by and between **SILENT-AIRE LIMITED PARTNERSHIP**, located at 7107 – 8th Street NW., Edmonton, Alberta, T6P 1T9, Canada, by its general partner, **SILENT-AIRE GP INC.**, located at 1055 West Georgia Street, 1500 Royal Centre, Vancouver, British Columbia, V6E 4N7, Canada ("ASSIGNOR") and **TYCO FIRE & SECURITY GMBH**, located at Victor von Bruns-Strasse 21, 8212 Neuhausen am Rheinfall, Switzerland ("ASSIGNEE") (each of Assignor and Assignee, a "Party" and, collectively, the "Parties").

WHEREAS, ASSIGNEE is the acquirer of 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 (all of the foregoing collectively referred to as the "Trademarks"), including without limitation the trademarks, trademark registrations, and trademark applications listed in Attachment A hereto, together with the goodwill of the business related thereto, pursuant to the Asset Purchase Agreement among ASSIGNOR, ASSIGNEE and other parties, dated effective as of September 23, 2021 (the "Purchase Agreement"); and

WHEREAS, under the terms of the Purchase Agreement ASSIGNOR has conveyed, transferred, and assigned the Trademarks to ASSIGNEE, and the Parties have agreed to execute and deliver this Assignment, for recording with the relevant trademark offices and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the Parties agree as follows:

1. ASSIGNOR hereby assigns, transfers, conveys, and delivers 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 rights associated therewith, all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, and 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.

2. ASSIGNOR and ASSIGNEE acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of ASSIGNOR and ASSIGNEE with respect to the Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase

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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. In the event that this Assignment 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.

4. This Assignment may be executed in any number of counterparts, and in separate counterparts, and may be delivered by facsimile, .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.

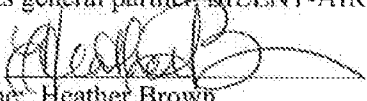
5. This Assignment is not intended to, and does not, confer any legal or equitable rights or remedies hereunder upon any person other than the Parties and their respective successors and permitted assigns.

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

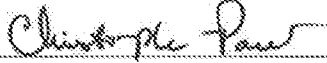
7. If any provision of this Assignment is fully or in part invalid, illegal, or incapable of being enforced by any rule, law, or public policy, all other provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated 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 Assignment so as to effect the original intent of the Parties as closely as possible.

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

SILENT-AIRE LIMITED PARTNERSHIP,
by its general partner SILENT-AIRE GP INC.





By: 
Name: Heather Brown
Title: Vice President

TYCO FIRE & SECURITY GMBH

By: 
Name: Christopher Parent
Title: Managing Director

**ATTACHMENT A
TRADEMARKS**

Trademark	Country	Status	Classes	Registration details
S SILENT-AIRE and Design 	Canada	Registered	11, 42	Registration no. TMA1093697 Registered on February 16, 2021
SILENT-AIRE	Canada	Registered	11, 42	Registration no. TMA1093698 Registered on February 16, 2021
S SILENT-AIRE and Design 	China	Registered	11	Registration no. 11817555 Registered on August 14, 2016
S SILENT-AIRE and Design 	China	Registered	42	Registration no. 11817554 Registered on July 21, 2014
S SILENT-AIRE and Design 	European Union	Registered	11, 40, 42	Registration no. 011327517 Registered on April 15, 2013
S SILENT-AIRE and Design 	Japan	Registered	42	Registration no. 5625204 Registered on October 25, 2013

Trademark	Country	Status	Classes	Registration details
S SILENT-AIRE and Design  SILENT-AIRE	United Kingdom	Registered	11, 40, 42	Registration no. UK00911327517 Registered on April 15, 2013
S and Design 	USA	Registered	9, 11, 37, 40, 42	Registration no. 6028720 Registered on April 7, 2020
S SILENT-AIRE and Design  SILENT-AIRE	USA	Registered	9, 11, 37, 40, 42	Registration no. 6028717 Registered on April 7, 2020
SILENT-AIRE SYSTEMS and Design  SILENT-AIRE SYSTEMS	USA	Registered	11	Registration no. 4300454 Registered on March 12, 2013