

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM714943

<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>
Foghorn Systems, Inc.		03/01/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tyco Fire & Security GmbH		
<b>Street Address:</b>	Victor von Bruns-Strasse 21		
<b>City:</b>	Neuhausen am Rheinfall		
<b>State/Country:</b>	SWITZERLAND		
<b>Postal Code:</b>	8212		
<b>Entity Type:</b>	Gesellschaft Mit Beschränkter Haftung (GmbH): SWITZERLAND		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5477379	EDGEML	
<b>Registration Number:</b>	5863480	LIGHTNING	
<b>Registration Number:</b>	5429170	VEL	
<b>Serial Number:</b>	88690074	EDGIFICATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	sonja.truninger@jci.com		
<b>Correspondent Name:</b>	Sonja Truninger		
<b>Address Line 1:</b>	Victor von Bruns-Strasse 21		
<b>Address Line 4:</b>	Neuhausen am Rheinf, SWITZERLAND 8212		
<b>ATTORNEY DOCKET NUMBER:</b>	Assignement Foghorn		
<b>NAME OF SUBMITTER:</b>	Sonja Truninger		
<b>SIGNATURE:</b>	/sonjatruninger/		
<b>DATE SIGNED:</b>	03/17/2022		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Agreement**") is entered into and made effective as of the March 1, 2022 ("**Effective Date**"), by and between Foghorn Systems, Inc., a Delaware corporation with a principal place of business at 150 Mathilda Pl, Suite 600, Sunnyvale, CA 94086, 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 has assigned, transferred, conveyed, and delivered, 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 pursuant to the Asset Purchase Agreement among ASSIGNOR and ASSIGNEE, dated effective as of March 1, 2022 (the "**Purchase Agreement**"); and

**WHEREAS**, under the terms of the Purchase Agreement, ASSIGNEE has acquired all right, title, and interest in and to the Trademarks, together with the goodwill of the business related thereto, and the Parties have agreed to execute and deliver this Agreement, for recording with the relevant trademark offices and corresponding entities or agencies in any applicable jurisdictions.

**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. ASSIGNOR and ASSIGNEE acknowledge and agree that this Agreement 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.

7. 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.

8. This Agreement shall be construed and interpreted according to the laws of the State of Wisconsin, excluding any choice of law rules that may direct the application of the laws of another jurisdiction. Each Party hereto stipulates that any dispute shall be commenced and prosecuted in its entirety in, and consents to the exclusive jurisdiction and proper venue of, either the Milwaukee County Circuit Court for the State of Wisconsin or the United States District Court for the Eastern District of Wisconsin, and each Party hereto consents to personal and subject matter jurisdiction and venue in such courts and waive and relinquish all right to attack the suitability or convenience of such venue or forum by reason of their present or future domiciles, or by any other reason.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

ASSIGNOR

By: DocuSigned by:  
*Rich Dancy*  
1D15CA0347F8422...

Name: Richard J. Dancy

Title: President

ASSIGNEE

By: DocuSigned by:  
*Christopher Parent*  
C83DC067D39F43A...

Name: Christopher Parent

Title: Managing Director

**ATTACHMENT A  
TRADEMARKS**

<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>Application date</b>	<b>Application number</b>	<b>Registration date</b>	<b>Registration number</b>	<b>Renewal date</b>	<b>Classes</b>
EDGEML	United States	Registered	13-Feb-2017	87334220	22-May-2018	5477379	22-May-2088	9, 42
LIGHTNING	United States	Registered	12-Sep-2016	87167968	17-Sep-2019	5863480	17-Sep-2029	9, 42
VEL	United States	Registered	01-Aug-2016	87122741	20-Mar-2018	5429170	20-Mar-2028	9, 42
EDGIFICATION	United States	Published	12-Nov-2019	88690074				9, 42
VEL	European Union	Registered	19-Jan-2017	016270662	13-Jun-2017	016270662	19-Jan-2027	9, 42
VEL	United Kingdom	Registered	19-Jan-2017	UK00916270 662	13-Jun-2017	UK00916270 662	19-Jan-2027	9, 42
EDGEML	Japan	Registered	02-Nov-2017	2017- 144778	10-Aug-2018	6070833	10-Aug-2028	9, 42
FOGHORN LIGHTNING	Japan	Registered	02-Nov-2017	2017- 144780	10-Aug-2018	6070835	10-Aug-2028	9, 42
VEL	Japan	Registered	02-Nov-2017	2017- 144779	10-Aug-2018	6070834	10-Aug-2028	9, 42