

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM757697

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900701042		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sensormatic Electronics, LLC		06/09/2022	Limited Liability Company: NEVADA
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: 1			
Property Type	Number	Word Mark	
Registration Number:	5950905	XAAP	
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:	09/27/2022		
Total Attachments: 5			
source=Notice#page1.tif			
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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 Sensormatic Electronics, LLC, a Nevada limited liability company with a principal place of business at 6600 Congress Avenue, Boca Raton, FL 33487, USA ("**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 Rheinfeld, 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

Sensormatic Electronics, LLC

By: 

Name: Lee M. Finney

Title: Vice President

Date: June 9, 2022

ASSIGNEE

Tyco Fire & Security GmbH

By: 

Name: Christopher Parent

Title: Managing Director

Date: June 9, 2022

**ATTACHMENT A
TRADEMARKS**

Trademark	Country	Status	App. Date	App. No.	Reg. Date	Reg. No.	Renewal
XAAP & design (not claiming color)	Australia	Registered	31-Jul-2018	1943112	11-Dec-2018	1943112	31-Jul-2028
XAAP & design (Black & white)	Brazil	Registered	7-Nov-2018	916215946	15-Jun-2021	916215946	15-Jun-2031
XAAP & design (Black & white)	Canada	Registered	9-May-2018	1898276	13-Oct-2020	TMA1,084,591	13-Oct-2030
XAAP & design (Black & white)	European Union	Registered	9-May-2018	17898001	28-Sep-2018	17898001	9-May-2028
XAAP & design (claiming color)	European Union	Registered	9-May-2018	17898003	28-Sep-2018	17898003	9-May-2028
Xaap & design	Saudi Arabia	Registered	4-Nov-2018	162670	7-Feb-2019	1440005182	14-Jul-2028
XAAP & design (Black & white)	United Arab Emirates	Registered	6-Nov-2018	301110			
XAAP & design (Black & white)	United Kingdom	Registered	9-May-2018	UK00917898001	28-Sep-2018	UK00917898001	9-May-2028
XAAP & design (claiming color)	United Kingdom	Registered	9-May-2018	UK00917898003	28-Sep-2018	UK00917898003	9-May-2028
XAAP & design (Black & white)	United States	Registered	8-May-2018	87911234	31-Dec-2019	5950905	31-Dec-2029
XAAP & design (Black & white)	WIPO*	Registered	9-Oct-2018	1437566	9-Oct-2018	1437566	9-Oct-2028

*IR 1437566 is extended to and registered in Japan, United Kingdom, New Zealand, India, Mexico