

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM808331

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tempered Networks, Inc.		05/03/2023	Corporation: DELAWARE
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: 5			
Property Type	Number	Word Mark	
Registration Number:	6874314	AIRWALL	
Registration Number:	6821703	TEMPERED	
Serial Number:	88657090	AIRWALL	
Serial Number:	90495584	AIRWALL TEAMS	
Serial Number:	88745097	TEMPERED	
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 Ave		
Address Line 4:	Boca Raton, FLORIDA 33487-1213		
NAME OF SUBMITTER:	Susan Cain		
SIGNATURE:	/Susan Cain/		
DATE SIGNED:	05/05/2023		
Total Attachments: 4			
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AMENDED TRADEMARK ASSIGNMENT

THIS AMENDED TRADEMARK ASSIGNMENT ("Amended Assignment") is made on April 18, 2023 with an effective date of August 9, 2022 by and between **Tempered Networks, Inc.**, a Delaware corporation, having an address of 100 W. Harrison St, S. Tower, Suite 370, Seattle, Washington 98119, United States ("Assignor") and **Tyco Fire & Security GmbH**, a Swiss limited liability company, having an address of Victor von Bruns-Strasse 21, 8212 Neuhausen am Rheinfall, Switzerland ("Assignee") (collectively, the "Parties").

RECITALS

- A. The Assignor assigned trademark registrations and applications to the Assignee by a previous written assignment dated August 9, 2022 ("Assignment").
- B. The Assignor and the Assignee desire to amend the terms and conditions of the Assignment by this Amended Assignment.
- C. Two US trademark registrations and three US trademark applications were not included in Exhibit A of the Assignment in error. The Parties desire to amend the Assignment to include the omitted trademark applications and registrations.
- D. This Amended Assignment shall supercede in its entirety the Assignment dated August 9, 2022.

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 accepts from Assignor, all right, title, and interest of Assignor in and to the Trademarks listed on the attached Exhibit A ("Trademarks"), together with the goodwill of the business related thereto, all rights, claims, and causes of action, if any, for the benefit of Assignor related to the Trademarks, including the right to bring suit and recover damages for infringements occurring before, on or after the Effective Date.
2. Assignee hereby accepts the correction of such assignment that adds the first two US trademark registrations and three US trademark applications shown on the attached Exhibit A to correct the errors in the Assignment.
3. In the event that this Amended 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 Amended Assignment 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.
5. This Amended Assignment 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.

6. This Amended 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 Amended 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 Amended 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 Amended Assignment so as to effect the original intent of the Parties as closely as possible.
8. This Amended Assignment shall be governed by and construed in accordance with the laws of Switzerland, without giving effect to conflicts of law principles.
9. This Amended Assignment shall be deemed to supercede in its entirety of all prior assignments of the Trademarks by Assignor to Assignee.

ASSIGNOR

Tempered Networks, Inc.

Date: May 1, 2023



Name: Richard J. Dancy

Position: President

ASSIGNEE

Tyco Fire & Security GmbH





Date: May 3, 2023







Name: Christopher Parent

Position: Managing Director

EXHIBIT A - ASSIGNED TRADEMARKS

Country	Trademark	Type	Appl. No	Appl. Date	Reg No	Reg Date	Renewal
United States	AIRWALL	National	88984405	16-Oct-2019	6874314	11-Oct-2022	11-Oct-2032
United States	TEMPERED	National	88984320	2-Jan-2020	6821703	16-Aug-2022	16-Aug-2032
United States	AIRWALL	National	88657090	16-Oct-2019			
United States	AIRWALL TEAMS	National	90495584	28-Jan-2021			
United States	TEMPERED	National	88745097	2-Jan-2020			
United States	AIREWALL	National	88676022	16-Oct-2019			
United States	HARDENED RESILIENT SIMPLE	National	86761759	18-Sep-2015	5101565	13-Dec-2016	13-Dec-2026
United States	HIPSWITCH CONDUCTOR	National	86437471	28-Oct-2014	4879634	6-Jan-2016	6-Jan-2026
United States	TEMPERED	National	86760485	17-Sep-2015	5120540	10-Jan-2017	10-Jan-2027
Australia	TEMPERED NETWORKS	WIPO	1254221	27-Apr-2015	1254221	27-Apr-2015	27-Apr-2025
Brazil	TEMPERED NETWORKS	National	910117500	13-Oct-2015	910117500	5-Dec-2017	5-Dec-2027
Canada	TEMPERED NETWORKS	National	1725838	28-Apr-2014	TMA994582	17-Apr-2018	17-Apr-2033
China	TEMPERED NETWORKS	WIPO	1254221	27-Apr-2015	1254221	27-Apr-2015	27-Apr-2025
European Union	TEMPERED NETWORKS	National	14006084	28-Apr-2015	14006084	4-Sep-2015	28-Apr-2025
India	TEMPERED NETWORKS	WIPO	1254221	27-Apr-2015	1254221	27-Apr-2015	27-Apr-2025
Israel	TEMPERED NETWORKS	WIPO	1254221	27-Apr-2015	1254221	27-Apr-2015	27-Apr-2025
Japan	TEMPERED NETWORKS	WIPO	1254221	27-Apr-2015	1254221	27-Apr-2015	27-Apr-2025
Korea (South)	TEMPERED NETWORKS	WIPO	1254221	27-Apr-2015	1254221	27-Apr-2015	27-Apr-2025
Mexico	TEMPERED NETWORKS	WIPO	1254221	27-Apr-2015	1254221	27-Apr-2015	27-Apr-2025
New Zealand	TEMPERED NETWORKS	WIPO	1254221	27-Apr-2015	1254221	27-Apr-2015	27-Apr-2025
Saudi Arabia	TEMPERED NETWORKS	National	1436019205	23-Jun-2015	1436019205	23-Jun-2015	5-May-2025
Saudi Arabia	TEMPERED NETWORKS	National	1436019206	23-Jun-2015	1436019206	23-Jun-2015	5-May-2025
Singapore	TEMPERED NETWORKS	WIPO	1254221	27-Apr-2015	1254221	27-Apr-2015	27-Apr-2025
Taiwan	TEMPERED NETWORKS	National	104023178	28-Apr-2015	104023178	1-Feb-2016	31-Jan-2026
United Arab Emirates	TEMPERED NETWORKS	National	237269	20-Jul-2015	237269	23-Oct-2017	20-Jul-2025
United Arab Emirates	TEMPERED NETWORKS	National	237270	20-Jul-2015	237270	23-Oct-2017	20-Jul-2025
United Kingdom	TEMPERED NETWORKS	National	UK00914006084	28-Apr-2015	UK00914006084	4-Sep-2015	28-Apr-2025
United States	TEMPERED NETWORKS	National	86437661	28-Oct-2014	4763984	30-Jun-2015	30-Jun-2025
United States	TEMPERED NETWORKS	National	86437661	28-Oct-2014	5124818	17-Jan-2017	17-Jan-2027
United States	TEMPERED NETWORKS	National	86761811	18-Sep-2015	5101566	13-Dec-2016	13-Dec-2026
WIPO	TEMPERED NETWORKS	WIPO	1254221	27-Apr-2015	1254221	27-Apr-2015	27-Apr-2025
United States	THE NETWORK YOU WANT OVER THE NETWORK YOU HAVE	National	90495634	28-Jan-2021			
United States	TEMPERED logo 	National	88775009	27-Jan-2020	6503120	28-Sep-2021	28-Sep-2031
European Union	STYLIZED MOBIUS STRIP 	WIPO	1437542	10-Oct-2018	1437542	10-Oct-2018	10-Oct-2028
Japan	STYLIZED MOBIUS STRIP 	WIPO	1437542	10-Oct-2018	1437542	10-Oct-2018	10-Oct-2028
Philippines	STYLIZED MOBIUS STRIP 	WIPO	1437542	10-Oct-2018	1437542	10-Oct-2018	10-Oct-2028

Singapore	STYLIZED MOBIUS STRIP 	WIPO	1437542	10-Oct-2018	1437542	10-Oct-2018	10-Oct-2028
United Kingdom	STYLIZED MOBIUS STRIP 	WIPO	1437542	10-Oct-2018	1437542	10-Oct-2018	10-Oct-2028
United States	STYLIZED MOBIUS STRIP 	National	86761778	18-Sep-2015	5120554	10-Jan-2017	10-Jan-2027
WIPO	STYLIZED MOBIUS STRIP 	WIPO	1437542	10-Oct-2018	1437542	10-Oct-2018	10-Oct-2028