

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM827452

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FM:Systems Group, LLC		07/13/2023	Limited Liability Company: 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: 11			
Property Type	Number	Word Mark	
Registration Number:	4434122	FM:BIM	
Registration Number:	4240609	FM:CAD	
Serial Number:	97838350	FMS:ENGAGE	
Registration Number:	4160582	FM:INTERACT	
Registration Number:	4545339	FM:MOBILE	
Registration Number:	3010626	FM:SYSTEMS	
Registration Number:	1674876	MEETING MAKER	
Registration Number:	2856224	PEOPLECUBE	
Registration Number:	2856225	PEOPLECUBE	
Registration Number:	3517517	ROOMTAG	
Serial Number:	97740608	SMARTVIEW	
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>			
Phone:	19544150780		
Email:	susan.cain.sanchez@jci.com		
Correspondent Name:	Susan Cain		
Address Line 1:	6600 Congress Ave		

CH \$290.00 4434122

Address Line 4:	Boca Raton, FLORIDA 33487
NAME OF SUBMITTER:	Susan Cain
SIGNATURE:	/Susan Cain/
DATE SIGNED:	07/27/2023
Total Attachments: 5 source=Short Form Trademark Assignment Agreement, dated as of July 13, 2023#page1.tif source=Short Form Trademark Assignment Agreement, dated as of July 13, 2023#page2.tif source=Short Form Trademark Assignment Agreement, dated as of July 13, 2023#page3.tif source=Short Form Trademark Assignment Agreement, dated as of July 13, 2023#page4.tif source=Short Form Trademark Assignment Agreement, dated as of July 13, 2023#page5.tif	

SHORT FORM TRADEMARK ASSIGNMENT AGREEMENT

This Short Form Trademark Assignment Agreement (this “Assignment”) is made and entered into as of July 13, 2023 (“Effective Date”), by and between FM:Systems Group, LLC, a Delaware limited liability company (“IP Seller”) and Tyco Fire & Security GmbH, a Switzerland limited liability company (“IP Buyer”). Capitalized terms used herein and not defined shall have the meanings given to them in the Purchase Agreement (as defined below).

WHEREAS, IP Seller and IP Buyer, among other parties, have entered into (x) that certain Agreement and Plan of Merger and Equity Purchase (the “Purchase Agreement”), dated as of June 8, 2023, and (y) that certain IP Assignment Agreement (the “IP Assignment Agreement”), dated concurrently herewith, pursuant to which, among other things, IP Seller agreed to sell, transfer, convey and assign to IP Buyer, and IP Buyer agreed to purchase, acquire and accept from IP Seller, all of IP Seller’s right, title and interest in, to and under all Company Owned Intellectual Property, including, without limitation the Marks contained in the Company Owned Intellectual Property and the trademarks set forth on Schedule A (the “Purchased Trademarks”), in each case, in accordance with the terms of the Purchase Agreement, the IP Assignment Agreement and this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Pursuant to the terms set forth in the Purchase Agreement and the IP Assignment Agreement, IP Seller hereby irrevocably sells, transfers, conveys and assigns to IP Buyer, and IP Buyer hereby acquires and accepts, all of IP Seller’s right, title and interest in, to and under the Purchased Trademarks, together with, as applicable, (x) all goodwill connected with the use thereof, associated therewith or symbolized thereby, (y) all income, royalties, damages and payments now or hereafter due or payable with respect to such Purchased Trademarks and (z) the rights to (A) sue and recover damages and obtain equitable relief for past, present and future infringement, misappropriation or other violation of such Purchased Trademarks, (B) collect royalties and other payments thereunder, (C) claim priority based on such Purchased Trademarks under the laws of any jurisdiction and/or under international conventions or treaties, (D) prosecute, register, maintain and defend such Purchased Trademarks before any public or private agency, office or registrar, and (E) fully and entirely stand in the place of IP Seller in all matters related thereto.
2. Recordation. IP Seller hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable Governmental Entity in any other jurisdiction, to record and register IP Buyer (and its successors and assigns) as the assignee and owner of the Purchased Trademarks.
3. Governing Law. This Assignment will be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Law rules or provisions (whether of the State of Delaware or any other

jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

4. Further Assurances. IP Seller agrees to execute and deliver such additional documents, instruments and assurances and take such other actions as may reasonably be requested to carry out and give effect to the transaction contemplated by this Assignment, including, without limitation, recordation of this Assignment and perfection of IP Buyer's interest in and to the Purchased Trademarks in any jurisdiction worldwide, without further compensation, and at the expense of IP Seller or its successors and assigns.

5. Miscellaneous. This Assignment, together with the Purchase Agreement, the IP Assignment Agreement and the other Ancillary IP Assignment Agreements (as defined in the IP Assignment Agreement), contain the complete agreement between IP Seller and IP Buyer with respect to the subject matter hereof. This Assignment is entered into pursuant to the terms of the Purchase Agreement and the IP Assignment Agreement. In the event of any conflict between this Assignment and the Purchase Agreement and/or the IP Assignment Agreement, the following order of priority shall apply: the Purchase Agreement, then the IP Assignment Agreement and then this Assignment. IP Seller and IP Buyer agree that any and all representations and warranties relating to the Purchased Trademarks are set forth in the Purchase Agreement, and no representations or warranties, express or implied, are given in this Assignment. Any provision of this Assignment may be amended or waived only in a writing signed (x) in the case of any amendment, by IP Seller and IP Buyer, and (y) in the case of a waiver, by the party hereto waiving rights hereunder. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default. This Assignment may be executed in multiple counterparts, any one of which need not contain the signature of more than one (1) party hereto, but all such counterparts taken together shall constitute one and the same instrument. This Assignment and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or scanned pages via electronic mail, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

Section 14.03 (*Severability*), Section 14.09 (*Waiver of Trial by Jury*), Section 14.14 (*Jurisdiction*) and Section 14.15 (*No Recourse*) of the Purchase Agreement are incorporated in this Assignment by reference, *mutatis mutandis*.

[Signature Page Follows]

IN WITNESS WHEREOF, IP Seller and IP Buyer have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

FM:SYSTEMS GROUP, LLC

Dean Jacobson
--552E3E6AD0A7454...

Name: Dean Jacobson
Title: President

IN WITNESS WHEREOF, IP Seller and IP Buyer have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

TYCO FIRE & SECURITY GMBH



Name: Mark Hill

Title: Director

Schedule A

Purchased Trademarks

TRADEMARK	RECORD OWNER	COUNTRY	REG. / APP. NUMBER	REG. DATE/ APPL. DATE	Status
FM:BIM	FM:Systems Group, LLC	US	RN: 4434122	11/12/2013	LIVE
FM:CAD	FM:Systems Group, LLC	US	RN: 4240609	11/12/2013	LIVE
FMS: ENGAGE	FM:Systems Group, LLC	US	RN: 9783850	03/14/2023	LIVE
FM:INTERACT	FM:Systems Group, LLC	US	RN: 4160582	6/19/2012	LIVE
FM:MOBILE	FM:Systems Group, LLC	US	RN: 4545339	6/03/2014	LIVE
FM:SYSTEMS	FM:Systems Group, LLC	US	RN: 3010626	11/01/2005	LIVE
MEETING MAKER	FM:Systems Group, LLC	US	RN: 1674876	02/11/1992	LIVE
PEOPLECUBE	FM:Systems Group, LLC	US	RN: 2856224	06/22/2004	LIVE
PEOPLECUBE	FM:Systems Group, LLC	US	RN: 2856225	06/22/2004	LIVE
ROOMTAG	FM:Systems Group, LLC	US	RN 3517517	10/14/2008	LIVE
SMARTVIEW	FM:Systems Group, LLC	US	RN 5105662	12/20/2016	LIVE
SMARTVIEW	FM:Systems Group, LLC	US	AN: 97740608	01/04/2023	LIVE
MEETING MAKER	FM:Systems Group, LLC	Australia	RN 609687	02/06/1997	LIVE
MEETING MAKER	FM:Systems Group, LLC	Canada	RN437350	12/23/1994	LIVE

[Schedule A to Short Form Trademark Assignment Agreement]