

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI37135

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tyco Fire & Security GmbH		10/13/2023	Limited Liability Company: SWITZERLAND
RECEIVING PARTY DATA			
Company Name:	EME Delaware Inc.		
Street Address:	124 Broadkill Road, Suite 457		
City:	Milton		
State/Country:	DELAWARE		
Postal Code:	19968-1008		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2264062	LUX	
Registration Number:	2349968	LUXPRO	
Registration Number:	2247384	MINUTE MINDER	
Registration Number:	2784698	SPEED DIAL	
Registration Number:	4384544	SPEED SLIDE	
Registration Number:	2603264		
Registration Number:	2554457		
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:	2159651330		
Email:	blabutta@panitchlaw.com,dballantyne@panitchlaw.com		
Correspondent Name:	Bridget H. Labutta		
Address Line 1:	c/o Panitch Schwarze, One Commerce Square		
Address Line 2:	2005 Market Street, Suite 2800		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	TBD		
NAME OF SUBMITTER:	denise ballantyne		

OP \$190.00.00 75329054

SIGNATURE:	denise ballantyne
DATE SIGNED:	02/20/2024
Total Attachments: 3 source=Trademark Assignment - LUX - Fully Executed#page1.tif source=Trademark Assignment - LUX - Fully Executed#page2.tif source=Trademark Assignment - LUX - Fully Executed#page3.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("**Agreement**") is entered into and made effective as of the date of the last signature below ("**Effective Date**"), by and between **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 ("**ASSIGNOR**") and **EME Delaware Inc.**, a Delaware corporation with a principal place of business at 124 Broadkill Rd., Ste. 457, Milton, DE 19968-1008, United States of America ("**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 trademark registrations and applications listed in Schedule A hereto (collectively, the "**Trademarks**"); 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 One US Dollar (\$1.00) and other 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, 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.

1
}

TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 008349 FRAME: 0150

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.

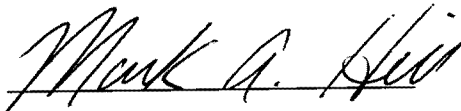
7. This Agreement shall be governed by and construed in accordance with the laws of the United States of America, without giving effect to conflicts of law principles.

ASSIGNOR

ASSIGNEE

Tyco Fire & Security GmbH

EME Delaware Inc.

By: 

By: 

Name: Mark A. Hill

Name: Loretta A. Damron

Title: Managing Director

Title: Secretary/Treasurer

Date: 10/13/2023

Date: 13 October 2023

**SCHEDULE A
TRADEMARKS**

Image	Trademark	Country	Status	App Date	App No.	Reg Date	Reg No.	Renewal Date
	LUX	Canada	Registered	13-Oct-1999	1032301	20-Sep-2001	TMA551203	20-Sep-2031
	LUX (stylized)	Canada	Registered	24-Nov-2014	1704252	25-Feb-2016	TMA929917	25-Feb-2031
	LUX PRODUCTS	Canada	Registered	24-Nov-2014	1704271	25-Feb-2016	TMA929911	25-Feb-2031
	LUXPRO	Canada	Registered	25-May-2004	1217918	14-Jul-2005	TMA644307	14-Jul-2030
	LUXPRO Stylized	Canada	Registered	31-May-2016	1784877	3-Jan-2018	TMA987739	3-Jan-2033
	MINUTE MINDER	Canada	Registered	8-Apr-1969	321373	30-Jan-1970	TMA167649	30-Jan-2030
	MINUTE MINDER	Canada	Registered	17-Dec-1997	864645	29-Jul-1999	TMA513642	29-Jul-2029
	SPEED DIAL	Canada	Registered	6-Aug-2001	1111924	13-Jan-2005	630107	13-Jan-2030
	LUX	China	Registered	24-Jun-2004	4136622	28-Oct-2010	4136622	27-Oct-2030
	LUX	China	Registered	25-Nov-2009	7859405	7-Jan-2014	7859405	6-Jan-2024
	LUX	China	Registered	23-May-2006	5369938	21-Jul-2009	5369938	20-Jul-2029
	LUX (stylized)	China	Registered	7-Nov-2016	21806785A	14-Jan-2018	21806785A	13-Jan-2028
	LUXPRO	China	Registered	24-Jun-2004	4136621	28-Jan-2007	4136621	27-Jan-2027
	LUXPRO Stylized	China	Registered	7-Nov-2016	21806688A	14-Jan-2018	21806688A	13-Jan-2028
	LUXPRO Stylized	China	Registered	7-Nov-2016	21806786	21-Dec-2017	21806786	20-Dec-2027
	MINUTE MINDER	China	Registered	25-Jun-2004	4138300	14-Nov-2006	4138300	13-Nov-2026
	MINUTE MINDER	China	Registered	1-Aug-2006	5515230	14-Jul-2009	5515230	13-Jul-2029
	Timer Design I	China	Registered	16-Mar-2009	7256813	14-Nov-2010	7256813	13-Nov-2030
	Timer Design I	China	Registered	16-Mar-2009	7256658	14-Nov-2010	7256658	13-Nov-2030
	Timer Design II	China	Registered	16-Mar-2009	7256812	14-Nov-2010	7256812	13-Nov-2030
	Timer Design I	China	Registered	23-May-2006	5369934	21-Jul-2009	5369934	20-Jul-2029
	Timer Design II	China	Registered	23-May-2006	5369932	21-Jul-2009	5369932	20-Jul-2029
	Timer Design III	China	Registered	23-May-2006	5369936	21-Jul-2009	5369936	20-Jul-2029
	LUXPRO	Mexico	Registered	29-Nov-2000	460540	4-May-1999	986125	29-Nov-2030
	LUX	United States	Registered	23-Jul-1997	75329054	27-Jul-1999	2264062	27-Jul-2029
	LUXPRO	United States	Registered	13-May-1999	75705977	16-May-2000	2349968	16-May-2030
	MINUTE MINDER	United States	Registered	1-Dec-1997	75397806	25-May-1999	2247384	25-May-2029
	SPEED DIAL	United States	Registered	12-Aug-2011	76257151	18-Nov-2003	2784698	18-Nov-2023
	SPEED SLIDE	United States	Registered	15-May-2001	85396163	13-Aug-2013	4384544	13-Aug-2023
	TIMER Design I	United States	Registered	6-Nov-1997	75385834	6-Aug-2002	2603264	6-Aug-2032
	TIMER Design III	United States	Registered	6-Nov-1997	75385837	2-Apr-2002	2554457	2-Apr-2032