

900507393 07/19/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM532740

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WIPRO LIMITED		03/01/2017	Company: INDIA
RECEIVING PARTY DATA			
Name:	CHUBB ALBA CONTROL SYSTEMS LIMITED		
Street Address:	Ground Floor, 18, Netaji Subhash Marg.		
Internal Address:	Daryagank, New Dehli		
City:	Central Dehli		
State/Country:	INDIA		
Postal Code:	110002		
Entity Type:	Corporation: INDIA Limited Company: INDIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4572689	ECOENERGY	
Registration Number:	4993890	SERVICE WINDOW	
CORRESPONDENCE DATA			
Fax Number:	8602860115		
<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:	860-286-2929		
Email:	TM-CT@cantorcolburn.com		
Correspondent Name:	George A. Pelletier, Jr.		
Address Line 1:	20 Church Street		
Address Line 2:	22nd Floor		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	George A. Pelletier, Jr.		
SIGNATURE:	/gap/		
DATE SIGNED:	07/19/2019		
Total Attachments: 9			
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CH \$65.00 4572689

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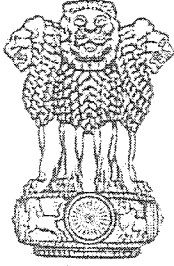
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source=WIPRO Assignment#page9.tif



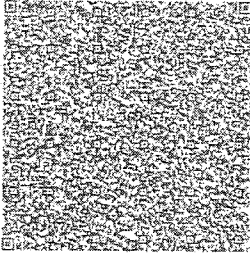
सत्यमेव जयते

INDIA NON JUDICIAL Government of Karnataka

e-Stamp

Certificate No. : IN-KA92642083968252P
 Certificate Issued Date : 28-Feb-2017 04:58 PM
 Account Reference : SHCIL (FI)/ ka-shcil/ JAYANAGAR/ KA-BA
 Unique Doc. Reference : SUBIN-KAKA-SHCIL34014380777767P
 Purchased by : CHUBB ALBA CONTROL SYSTEMS LIMITED
 Description of Document : Article 5 Agreement relating to Sale of Immoveable property
 Description : DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : WIPRO LIMITED
 Second Party : CHUBB ALBA CONTROL SYSTEMS LIMITED
 Stamp Duty Paid By : CHUBB ALBA CONTROL SYSTEMS LIMITED
 Stamp Duty Amount(Rs.) : [REDACTED]

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Authorized Signatory
[REDACTED]



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This stamp paper forms an integral part of the underlying Deed of Assignment of Intellectual Property dated 1 March, 2017 entered into between Wipro Limited and Chubb Alba Control Systems Limited.

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Handwritten signature

Statutory Alert:

- The authenticity of the Stamp Certificate should be verified at www.stampsonline.com. Any discrepancy in the details on this Certificate, please advise on the website, readers if available.
- The mode of breaking the inkblot, is not the users of the certificate.
- In case of any discrepancy, please inform the Government Authority.

TRADEMARK

REEL: 006699 FRAME: 0613

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

This Deed of Assignment of Intellectual Property Assets (this "Deed") is made at Bangalore on this 1st day of March, 2017 ("Execution Date"):

BETWEEN:

WIPRO LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at Doddakannelli, Sarjapur Road Bangalore - 560 035 (hereinafter referred to as the "Assignor", which expression shall, unless repugnant to the context or meaning, include its successors in title and permitted assigns) of the First Part;

AND

CHUBB ALBA CONTROL SYSTEMS LIMITED, a limited company incorporated under the Companies Act, 1956, having its registered office at Ground Floor, 18, Netaji Subhash Marg, Daryaganj, New Delhi, Central Delhi 110002, India (hereinafter referred to as the "Assignee", which expression shall, unless repugnant to the context or meaning, include its successors in title and permitted assigns) of the Second Part;

(The Assignor and the Assignee are hereinafter collectively referred to as "Parties", and individually as "Party").

WHEREAS:

- (A) The Assignor and the Assignee have entered into a business transfer agreement dated November 30, 2016 ("Business Transfer Agreement") whereby the Assignor has agreed to sell to the Assignee and the Assignee has agreed to purchase from the Assignor, the Business (*as defined in the Business Transfer Agreement*) as a going concern on a slump sale basis, on the terms and subject to the conditions set out in the Business Transfer Agreement.
- (B) The Assignor is the legal and beneficial owner of the Intellectual Property Assets (as defined herein after).
- (C) Under the Business Transfer Agreement, the Assignor and the Assignee have agreed to enter into this Deed for the transfer of Intellectual Property Assets.
- (D) The Parties are now desirous of entering into this Deed for the purposes of setting out the terms and conditions relating to the assignment of the Intellectual Property Assets by the Assignor to the Assignee.

NOW THEREFORE, in consideration of, and subject to, the mutual covenants, agreements, terms and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalized terms used in this Deed but not specifically defined herein shall have the meanings attributed to such terms in the Business Transfer Agreement. In addition to the terms defined in the introduction to, recitals of and the text of this Deed, whenever used in this Deed, unless repugnant to the meaning or context thereof, the following words and terms shall have the meanings set forth below:

- 1.1.1 "Confirmatory Deeds" shall have the meaning assigned to it in Clause 3.1;
- 1.1.2 "Effective Date" shall mean the Closing Date (as defined in the Business Transfer Agreement);
- 1.1.3 "Intellectual Property Assets" shall mean those as listed in Schedules 1 and 2;
- 1.1.4 "Territory" shall mean India, United States of America, United Kingdom and all countries of the world;
- 1.1.5 "Third Party" shall mean any person not a party to this Deed; and
- 1.1.6 "Transitional Services Agreement" shall have the meaning assigned to it in Clause 3.3.

1.2 The provisions contained in Clause 1.58 of the Business Transfer Agreement shall *mutatis mutandis* apply to this Deed and shall be deemed to be incorporated herein by reference; Provided that any reference to the expression "Agreement" in such provisions shall be read as "Deed" for the purposes of this Deed.

2. ASSIGNMENT

- 2.1 Subject to the terms and conditions of this Deed and in consideration of the Consideration (the receipt whereof the Assignor does hereby admit and acknowledge and discharge the Assignee forever), the Assignor, as the sole, legal and beneficial proprietor, irrevocably and unconditionally assigns and transfers to the Assignee in perpetuity, free from all Encumbrances and with effect from the Effective Date, its entire rights, titles, interests, property, claims, goodwill and benefits whatsoever in and to the Intellectual Property Assets, along with all rights which the Assignor had hitherto enjoyed thereunder, to be held by the Assignee, absolutely, perpetually and uninterruptedly for use and registration in the Territory.
- 2.2 The Assignor agrees that on and from the Effective Date, the Intellectual Property Assets shall become the absolute property of the Assignee and the Assignor shall thereafter have no rights, titles, claims or interests to or in relation to the same or parts thereof.
- 2.3 The Assignor acknowledges and agrees that, notwithstanding the provisions of the Copyright Act, 1957, all assignments granted under this Deed shall not lapse or revert or be deemed to lapse or revert to the Assignor, if not exercised for a period of one year from the Effective Date.

3. COVENANTS AND FURTHER ASSURANCES

- 3.1 The Assignor covenants that, on the request of the Assignee, it will execute all documents, papers, forms, authorisations and confirmatory deeds ("Confirmatory Deeds") at the Assignee's cost, no later than 10 days from the Effective Date or such other period indicated by the Assignee, that may be necessary for securing, completing and vesting in Assignee full rights, titles and interests in the Intellectual Property Assets, with effect from the Effective Date.
- 3.2 The Assignor agrees and undertakes that it will not do or omit to do any act, deed, matter or thing as a result of which it is in any manner prevented or precluded from granting, assigning, and transferring unto the Assignee all the right, title, interest, property and benefit in and unto the Intellectual Property Assets to the Assignee as set out in this Deed.
- 3.3 The Assignor undertakes that, from the Effective Date, it will not except for as otherwise agreed between the Parties in this Deed, the Business Transfer Agreement or the Transitional Services Agreement dated March 1, 2017 entered into between the Assignor and the Assignee ("Transitional Services Agreement"), directly or indirectly, or otherwise, in any other manner:
- 3.3.1 use the Intellectual Property Assets in the Territory;
 - 3.3.2 register or apply for registration of and/or use or commit any act which will or is likely to cause infringement or violation of the Intellectual Property Assets in the Territory;
 - 3.3.3 oppose, object to or otherwise seek to prejudice or prevent the registration or maintenance or use of the Intellectual Property Assets by the Assignee in the Territory;
 - 3.3.4 dispute, interrupt, object or interfere in the Assignee's peaceful, unfettered and absolute ownership, possession and/or use and enjoyment of the Intellectual Property Assets in the Territory; or
 - 3.3.5 claim ownership or any proprietary rights in any of the Intellectual Property Assets in the Territory.
- 3.4 The Assignor confirms that it shall provide delivery of all documents, manuals, catalogues, filings, correspondence, receipts and information related to the Intellectual Property Assets in reproducible copies or on diskettes or any other appropriate means (including original physical copies, as available with the Assignor), as sought by the Assignee, either on the Effective Date or thereafter.
- 3.5 The Parties hereby agree and acknowledge that this Deed for assignment of the Intellectual Property Assets is being entered into pursuant to and only to enable the Parties to give effect to the transfer of the Intellectual Property Assets as a part of the slump sale contemplated under the Business Transfer Agreement.

3.6 With effect from the Effective Date in the Territory, the Assignee shall have the right to sue for any past infringement of any of the Intellectual Property Assets and to seek relief by way of injunction (interim and permanent) and recover any damages or accounts, without accounting to the Assignor and as if it were the owner of the Intellectual Property Assets at the time of commencement of the infringement.

4. STAMP DUTY

The Assignee shall be responsible for payment of stamp duty in relation to the execution of this Deed. The Parties hereby acknowledge and agree that for the sole purpose of payment of stamp duty on the execution of this Deed, the value of the Intellectual Property Assets being assigned and the amount of consideration for this purpose has been determined as [REDACTED]

5. GOVERNING LAW AND ARBITRATION

5.1 The provisions contained in Clause 17 (*Arbitration*) and Clause 21 (*Governing Law*) of the Business Transfer Agreement shall *mutatis mutandis* apply to this Deed and shall be deemed to be incorporated herein by reference; Provided that any reference to the expression "Agreement" in such provisions shall be read as "Deed" for the purposes of this Deed.

6. NOTICES

6.1 Any notice and other communications required or permitted under this Deed or by Applicable Law shall be in writing in the English Language and shall be first transmitted by pre-paid registered post, or by facsimile transmission subject to subsequent confirmation by postage, prepaid registered, airmail or by internationally recognized courier service, in the manner as elected by the Party giving such notice to the following addresses:

6.1.1 In the case of Notices to Assignor:

Attention: General Counsel, Wipro Limited
Facsimile No: +91 80 2844 0212
Address: Wipro Limited
Doddakannelli
Sarjapur Road
Bangalore - 560 035
India

6.1.2 In the case of Notices to the Assignee:

Attention: Mead Rusert, Managing Director, Automated Logic
Facsimile No: 850-998-2697
Address: 1150 Roberts Blvd

Kennesaw Ga 30144

With a copy to:

Attention: General Counsel, UTC, Climate, Controls & Security

Facsimile No: (860) 998-4307

Address: UTC, Climate, Controls & Security
17900 Beeline Highway, Jupiter, FL 33478 USA
(physical address)

P.O. Box 109615 M/S 715-01, Palm Beach Gardens,
FL 33410 USA (address for U.S. Mail)

15270 Endeavor Drive M/S 715-01, Jupiter, FL 33478
USA (address for courier packages (Fedex, DHL,
UPS, etc.))

6.2 All notices shall be deemed to have been validly given on the business day of receipt, if transmitted by postage, courier or registered airmail or by pre-paid registered post or facsimile transmission.

7. MISCELLANEOUS

7.1 Specific Performance

Each Party acknowledges and agrees that monetary damages would be an inadequate remedy for breach or threatened breach of the provisions of this Deed, and each Party agrees that, notwithstanding anything to the contrary herein, in the event of a breach of any provisions of this Deed, the respective rights and obligations hereunder shall be enforceable by specific performance or injunctive remedy in any court of competent jurisdiction. The remedy of specifically enforcing any or all of the provisions of this Deed in accordance with this Clause 7.1 shall not be exclusive of any other rights which a Party may have to terminate this Deed or of any other rights or remedies which the Parties may otherwise have under this Deed or otherwise, all of which rights and remedies shall be cumulative.

7.2 Waivers

No forbearance, indulgence or relaxation or inaction by any Party at any time, to require performance of any of the provisions of this Deed shall, in any way, affect, diminish or prejudice the right of such Party to require performance of that provision and any waiver or acquiescence by any Party of any breach of any of the provisions of this Deed shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of this Deed, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Deed.

7.3 Cumulative Rights

All remedies of the Parties under this Deed are cumulative and not alternative and may be enforced successively or concurrently.

7.4 Assignment

Neither Party hereto shall be entitled to assign or transfer its rights and liabilities hereunder to any other party, without the prior written permission of the other Party.

7.5 Counterparts

This Deed may be executed in one or more counterparts which signed and taken together, shall constitute one document.

7.6 Severability

If any provision of this Deed or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Deed and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Deed shall be valid and enforceable to the fullest extent permitted by Applicable Law. Any invalid or unenforceable provision of this Deed shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

7.7 Entire Agreement

This Deed, the Business Transfer Agreement, the Transitional Services Agreement and the Confirmatory Deeds constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior agreements and undertakings, both written and oral. Any modifications to this Deed shall not be effective unless it is in writing and is signed by a duly authorised representative of each Party.

7.8 Authorization

The persons signing this Deed on behalf of the Assignor and Assignee respectively represent and covenant that they have the authority to so sign and execute this document on behalf of the Parties for whom they are signing.

[Signature pages to follow]

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS DEED ON THE DATE SET OUT BELOW AND SHALL BE EFFECTIVE ON AND FROM THE EFFECTIVE DATE.

SIGNED for and on behalf of
WIPRO LIMITED,

By [Signature]
Authorized Signatory in the
presence of :

Flat no KL 2001, Greenage Apt. Bangalore 68

1. [Signature]

2. [Signature]
Sandeep Jhalani

A-19, Ram Nagar,
Sheshi Nagar,
Jaipur.

SIGNED for and on behalf of
CHUBB ALBA CONTROL SYSTEMS LIMITED,

By [Signature]
Authorized Signatory in the
presence of :

1. [Signature] KUNAL AGGARWAL, CSF MANAGER LEGAL, FLAT No. 1506,
New Jai Bharat CHS, Sec 4, Plot 5, DDA, New Delhi

2. [Signature] VIKESH MISHRA
28 VILLA DEL MAR
SARAPUR ROAD - BUA-580102

SCHEDULE 2

REGISTERED INTELLECTUAL PROPERTY ASSETS

*Trade
Marks*

TRADEMARKS

S. No.	Trademark	Classes	Country	Registration Date	Registration Number
1	ECO ENERGY	40, 42	United States of America	22-Jul-14	4572689
2	Service Window	42	European Union IP Office	23-Sep-15	13006283
3	Service Window	42	United States of America	5-Jul-16	4993890