

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lux Products Corporation		09/27/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Johnson Controls, Inc.		
Street Address:	5757 N. Green Bay Avenue,		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53209		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	5480495	ZERO DEGREES OF DIFFICULTY	
Serial Number:	87523456	BRIO	
Registration Number:	5515031	DÉCOR-SNAP	
Serial Number:	87192272	HOME & AWAY AWARE	
Registration Number:	5308149	KONO	
Registration Number:	5062646	LUXPRO	
Registration Number:	5360512	SMART RECOVERY	
Registration Number:	5228969	AIRSMART IAQ	
Registration Number:	4878707	LUX/GEO	
Registration Number:	4868191	LUX	
Registration Number:	4868192	LUX PRODUCTS	
Registration Number:	4504063	GRIP SAFE	
Registration Number:	4384544	SPEED SLIDE	
Registration Number:	4384183	PLEXITAC	
Registration Number:	4276003	HOMEWISE	
Registration Number:	3396390	PROSPEC	
Registration Number:	3067254	IAQ CLEAN CYCLE	
Registration Number:	2983634	CLEAN CYCLE	
Registration Number:	2855334	EVERYTHING 'STAT	

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Property Type	Number	Word Mark
Registration Number:	2784698	SPEED DIAL
Registration Number:	2349968	LUXPRO
Registration Number:	2247384	MINUTE MINDER
Registration Number:	2603264	
Registration Number:	2670697	
Registration Number:	2554457	
Registration Number:	2264062	LUX
Registration Number:	2108904	LUXLIGHT
Registration Number:	1934212	SMART TEMP

CORRESPONDENCE DATA

Fax Number: 7038482981

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.

Phone: 7035843270

Email: dsafra@rmc2.com,trademarks@rmc2.com

Correspondent Name: David S. Safran

Address Line 1: 7918 Jones Branch Drive, Suite 500

Address Line 4: McLean, VIRGINIA 22102

NAME OF SUBMITTER:	Iryna Ridchenko
SIGNATURE:	/irynaridchenko/
DATE SIGNED:	03/11/2019

Total Attachments: 8

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of October 1, 2018, by Lux Products Corporation, a Delaware corporation ("Assignor"), and Johnson Controls, Inc., a Wisconsin corporation ("Assignee"), pursuant to the Asset Purchase Agreement dated as of September 10, 2018, by and among Assignor, Assignee, and Edwin McAuley Electronics Inc., a private limited company organized in the British Virgin Islands (the "Purchase Agreement").

The Purchase Agreement provides, among other things, for the sale and transfer by Assignor to Assignee of certain assets including the trademarks listed on the attached Exhibit A (the "Trademarks") along with any and all goodwill appurtenant thereto. This Assignment is made and delivered in accordance with the Purchase Agreement in order to provide a document suitable for public recordation to evidence the transfer of interest in the Trademarks as provided in the Purchase Agreement.

NOW, THEREFORE, pursuant to the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and delivers to Assignee, and Assignee's successors and assigns, all of Assignor's rights, title and interest in, to and under the Trademarks, together with their common law rights, goodwill and the business associated with the Trademarks, and registrations and pending registration applications thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements and damages), the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. With respect to any intent-to-use trademark applications identified on Exhibit A hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or that portion of the business to which the Trademark pertains, and that business is ongoing and existing.

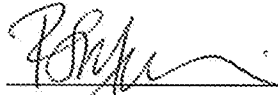
Assignor agrees to execute and deliver to Assignee, promptly upon request, any additional documents that are reasonably necessary to record or perfect Assignee's interest in, ownership of or title to the Trademarks, to clear any encumbrances on the Trademarks, or otherwise give full effect to the purposes of this Assignment.

Assignor authorizes and requests any official in the country listed on the attached Exhibit A, whose duty it is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's right, title and interest in and to the Trademarks.


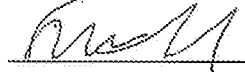
Nothing contained in this Assignment will in any way supersede, modify, amend, waive or otherwise affect any of the provisions set forth in the Purchase Agreement, including without limitation any of the representations, warranties, covenants and agreements set forth therein, this Assignment being intended only to effect the transfer by Assignor to Assignee of the Trademarks. In the event of any conflict or inconsistency between the Purchase Agreement and this Assignment, the Purchase Agreement will control.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:
LUX PRODUCTS CORPORATION

By: 
Name: Robert S. Munin
Title: President & Chief Executive Officer

NAME AND SIGNATURE OF WITNESSES

Name: Loretta A. Damron SIGNATURE  Date 09/27/2018
Name: Scott Lash SIGNATURE  Date 09/27/2018

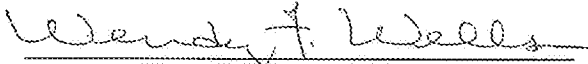
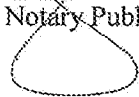
NOTARY

Commonwealth of Pennsylvania)
) SS.
County of Philadelphia)

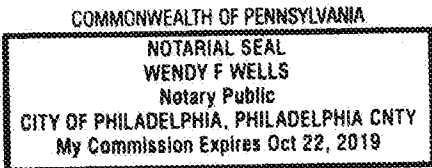
Before me, a notary of the state and county aforesaid, personally appeared Rob Munin, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that such person is a duly elected, qualified and acting officer of Lux Products Corporation, and that such person executed the foregoing instrument for the purposes described therein, by signing the name of the corporation by such person as a duly elected, qualified and acting officer.

9/27 IN WITNESS HEREOF, I hereunto set my hand and seal of my office on 2018.

(Seal)


Notary Public


My Commission Expires: 10/22/19



ASSIGNEE:
JOHNSON CONTROLS, INC.

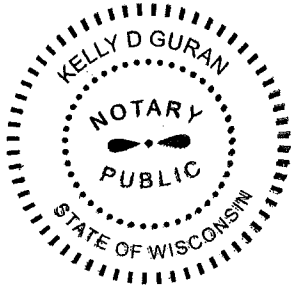
By: [Signature]
Name: Michael R. Peterson
Title: President

STATE OF Wisconsin

ss:

COUNTY OF Milwaukee

On this 1st day of October before me, the undersigned, personally appeared Michael R. Peterson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.



[Signature]
Notary Signature and Seal

NAME AND SIGNATURE OF WITNESSES




Name: Marc Stone




SIGNATURE [Signature] Date 10/1/18

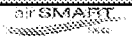


Name: Broke Van de Kamp







SIGNATURE [Signature] Date 10/1/18

**EXHIBIT A
LISTING OF TRADEMARKS**

Trademark		App. No.	Reg. No.	Jurisdiction	Reg. Date	Status
ZERO DEGREES OF DIFFICULTY		87656229	5480495	United States	29-May-18	REGISTERED
BRIO		87523456		United States		PUBLISHED (PENDING) Intent to Use
DÉCOR-SNAP	DÉCOR-SNAP	87444314	5515031	United States	10-Jul-18	REGISTERED
HOME & AWAY AWARE		87192272		United States		PUBLISHED (PENDING) Intent to Use
KONO		87192278	5308149	United States	10-Oct-17	REGISTERED
LUXPRO	LUXPRO	86895956	5062646	United States	18-Oct-16	REGISTERED
SMART RECOVERY		86895953	5360512	United States	19-Dec-17	REGISTERED
AIRSMART IAQ		86879237	5228969	United States	20-Jun-17	REGISTERED
LUX/GEO		86565420	4878707	United States	29-Dec-15	REGISTERED
LUX		86452014	4868191	United States	8-Dec-15	REGISTERED
LUX PRODUCTS		86452015	4868192	United States	8-Dec-15	REGISTERED
GRIP SAFE		85823164	4504063	United States	1-Apr-14	REGISTERED
SPEED SLIDE		85396163	4384544	United States	13-Aug-13	REGISTERED
AT HOME WITH LUX		85155652	3988976	United States	5-Jul-11	CANCELLED
PLEXITAC		77826878	4384183	United States	13-Aug-13	REGISTERED
GRIPSAFE		77590332		United States		ABANDONED Intent to Use
HOMEWISE		77590363	4276003	United States	15-Jan-13	REGISTERED
PROSPEC		78926577	3396390	United States	11-Mar-08	REGISTERED
VIBRA-MET		76651282	3265581	United States	17-Jul-07	CANCELLED
PRO-FIT		76637265		United States		ABANDONED Intent to Use
WHERE TIMING IS EVERYTHING		76631436	3165761	United States	31-Oct-06	CANCELLED
IAQ CLEAN CYCLE		76626666	3067254	United States	14-Mar-06	RENEWED (REGISTERED)
BETTER BY DESIGN		78439258	3303430	United States	2-Oct-07	CANCELLED
CLEAN CYCLE		76517286	2983634	United States	9-Aug-05	RENEWED (REGISTERED)
EVERYTHING STAT		78235261	2855334	United States	15-Jun-04	RENEWED (REGISTERED)
SPEED DIAL		76257151	2784698	United States	18-Nov-03	RENEWED (REGISTERED)
LUX COMFORT SYSTEM		78025641		United States		ABANDONED Intent to Use
LUX ZONE		76114625		United States		ABANDONED Intent to Use
LUX QUIET FAN		76115018		United States		ABANDONED

Trademark		App. No.	Reg. No.	Jurisdiction	Reg. Date	Status
						Intent to Use
LUXPRO		75705977	2349968	United States	16-May-00	RENEWED (REGISTERED)
MINUTE MINDER		75397806	2247384	United States	25-May-99	RENEWED (REGISTERED)
Design Only		75385834	2603264	United States	6-Aug-02	RENEWED (REGISTERED)
Design Only		75385836	2670697	United States	7-Jan-03	RENEWED (REGISTERED)Section 2(F)
Design Only		75385837	2554457	United States	2-Apr-02	RENEWED (REGISTERED)Section 2(F)
LUX		75329054	2264062	United States	27-Jul-99	RENEWED (REGISTERED)
LUXLIGHT		75177856	2108904	United States	28-Oct-97	RENEWED (REGISTERED)
LUXLIGHT 600		74698929		United States		ABANDONED Intent to Use
LUXLIGHT 650		74698930		United States		ABANDONED Intent to Use
SMART TEMP		74505418	1934212	United States	7-Nov-95	RENEWED (REGISTERED)
EASY TEMP		74505419	1934213	United States	7-Nov-95	CANCELLED
PROPARTS		74415884		United States		ABANDONED Intent to Use
LUX ULTRA		74291000	1809962	United States	7-Dec-93	CANCELLED
WINDSCAPES		74250236	1784147	United States	27-Jul-93	CANCELLED
WINDSCAPES		74239976	1739879	United States	15-Dec-92	CANCELLED
THE ENERGY CONTROL COMPANY		73010918	1019744	United States	2-Sep-75	EXPIRED Supplemental Register
MINUTE METER		71560632	513878	United States	16-Aug-49	EXPIRED Section 2(F)
CHILTON		71521198	511557	United States	28-Jun-49	EXPIRED Section 2(F)
MINUTE MINDER		71374626	336750	United States	14-Jul-36	EXPIRED
LUX		71119938	130058	United States	6-Apr-20	CANCELLED
BRIO		1862937		Canada		Formalized (PENDING)
DÉCOR-SNAP		1837231		Canada		Searched (PENDING)
HOME & AWAY AWARE		1803272		Canada		Allowed (PENDING)
KONO		1803271		Canada		Allowed (PENDING)
LUXPRO DESIGN	LUXPRO	1784877	TMA98773 9	Canada	3-Jan-18	Registered (REGISTERED)

Trademark		App. No.	Reg. No.	Jurisdiction	Reg. Date	Status
AIR SMART & DESIGN		1784878	TMA995643	Canada	1-May-18	Registered (REGISTERED)
LUX/GEO		1721578	TMA929781	Canada	24-Feb-16	Registered (REGISTERED)
LUX Design		1704252	TMA929917	Canada	25-Feb-16	Registered (REGISTERED)
LUX PRODUCTS Design		1704271	TMA929911	Canada	25-Feb-16	Registered (REGISTERED)
PRO-SPEC		1313905		Canada		Abandoned - Section 36 (ABANDONED)
VIBRA-MET		1301842	TMA721861	Canada	22-Aug-08	Registered (REGISTERED)
PRO-FIT		1266118		Canada		Abandoned - Section 40(3) (ABANDONED)
WHERE TIMING IS EVERYTHING		1254127	TMA665031	Canada	26-May-06	Registered (REGISTERED)
IAQ CLEAN CYCLE		1248602	TMA683209	Canada	8-Mar-07	Registered (REGISTERED)
BETTER BY DESIGN		1236082	TMA726953	Canada	27-Oct-08	Registered (REGISTERED)
LUXLIGHT		1219024	TMA637824	Canada	20-Apr-05	Registered (REGISTERED)
EASY TEMP		1219025	TMA656545	Canada	13-Jan-06	Registered (REGISTERED)
EVERYTHING STAT		1218509	TMA649521	Canada	3-Oct-05	Registered (REGISTERED)
LUXPRO		1217918	TMA644307	Canada	14-Jul-05	Registered (REGISTERED)
CLEAN CYCLE		1217919	TMA680029	Canada	23-Jan-07	Registered (REGISTERED)
SMART TEMP		1217968	TMA667700	Canada	14-Jul-06	Registered (REGISTERED)
SPEED DIAL		1111924	TMA630107	Canada	13-Jan-05	Registered (REGISTERED)
LUX ZONE		1083842		Canada		Abandoned - Section 36 (ABANDONED)
LUX		1032301	TMA551203	Canada	20-Sep-01	Registered (REGISTERED)
MINUTE MINDER		864645	TMA513642	Canada	29-Jul-99	Registered (REGISTERED)
MINUTE MINDER		321373	TMA167649	Canada	30-Jan-70	Registered (REGISTERED)
PRO-SPEC		805175	964074	Mexico	28-Nov-06	CANCELLED
VIBRA-MET		777123	938150	Mexico	13-Jun-06	CANCELLED
LUX SPEED DIAL		744204	939122	Mexico	21-Jun-06	CANCELLED
PRO-FIT		730315	902495	Mexico	29-Sep-05	CANCELLED
WHERE TIMING IS EVERYTHING		713247	887541	Mexico	22-Jun-05	CANCELLED

Trademark		App. No.	Reg. No.	Jurisdiction	Reg. Date	Status
IAQ CLEAN CYCLE		704534	885566	Mexico	14-Jun-05	CANCELLED
LUXPRO		460540	986125	Mexico	29-May-07	CANCELLED
LUXPRO		460539	687395	Mexico	22-Feb-01	RENEWED (REGISTERED)
MINUTE MINDER		316877	569613	Mexico	30-Jan-98	CANCELLED
LUX		304440	559487	Mexico	26-Sep-97	CANCELLED
LUX		304438	985529	Mexico	28-May-07	CANCELLED
LUXPRO		21806688		China		UNPUBLISHED APPLICATION (PENDING)
LUX		21806785		China		UNPUBLISHED APPLICATION (PENDING)
LUXPRO		21806787		China		UNPUBLISHED APPLICATION (PENDING)
LUXPRO	LUXPRO	21806688A	21806688A	China	14-Jan-18	REGISTRATION (REGISTERED)
LUX	LUX	21806785A	21806785A	China	14-Jan-18	REGISTRATION (REGISTERED)
LUX		21806784		China		UNPUBLISHED APPLICATION (PENDING)
LUXPRO	LUXPRO	21806786	21806786	China	21-Dec-17	REGISTRATION (REGISTERED)
LUX		7859405	7859405	China	7-Jan-14	REGISTRATION (REGISTERED)
MINUTE MINDER		7256812	7256812	China	14-Nov-10	REGISTRATION (REGISTERED)
MINUTE MINDER		7256658	7256658	China	14-Nov-10	REGISTRATION (REGISTERED)
MINUTE MINDER		7256813	7256813	China	14-Nov-10	REGISTRATION (REGISTERED)
MINUTE MINDER		5515230	5515230	China	14-Jul-09	REGISTRATION (REGISTERED)
LUX		5369932	5369932	China	21-Jul-09	REGISTRATION (REGISTERED)
LUX		5369934	5369934	China	21-Jul-09	REGISTRATION (REGISTERED)
LUX		5369936	5369936	China	21-Jul-09	REGISTRATION (REGISTERED)

Trademark		App. No.	Reg. No.	Jurisdiction	Reg. Date	Status
LUX		5369938	5369938	China	21-Jul-09	REGISTRATION (REGISTERED)
MINUTE MINDER		4138300	4138300	China	14-Nov-06	REGISTRATION (REGISTERED)
LUXPRO		4136621	4136621	China	28-Jan-07	REGISTRATION (REGISTERED)
LUX		4136622	4136622	China	28-Oct-10	REGISTRATION (REGISTERED)