

Client/Matter No. 11336-1019 (P05073USU1)

### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying Party(ies)/Execution Date:

ANDREW BOYD

Additional name(s) of conveying party(ies) attached?

Yes  No

2. Name and Address of receiving Party(ies):

Name: QNX SOFTWARE SYSTEMS

Internal Address:

Street Address: 175 Terence Crescent

City: Ottawa

State: Ontario

Country: Canada Zip: K2M 1W8

Additional name(s) and addresses attached?  Yes  No

3. Nature of Conveyance:

Execution Date(s): August 30, 2005.

- Assignment
- Change of Name
- Executive Order 9424, Confirmatory License
- Security Agreement
- Merger
- Joint Research Agreement
- Government Interest Assignment
- Other

4. Application or patent number(s).

This document is being filed together with a new application.

A. Patent Application No.(s)

11/144,327

B. Patent No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

BRINKS HOFER GILSON & LIONE  
P.O. BOX 10395  
CHICAGO, IL 60610  
(312) 321-4200  
(312) 321-4299 Fax

6. Total number of applications and patents involved: 1

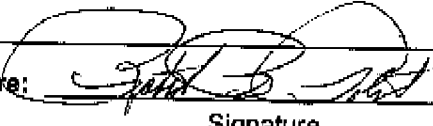
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card.
- Authorized to be charged to Deposit Account No. 23-1925.
- Enclosed
- None required (government interest not affecting title)

8. Payment Information:

- a.  Credit Card: Last 4 Numbers  
Expiration Date
- b.  Charge fee and/or any Deficiencies to Deposit  
Account Number: 23-1925  
Authorized User Name: Brinks Hofer Gilson & Lione

9. Signature:



Signature

Robert B. Polit

Name of Person Signing

1/12/06  
Date

Total number of pages including cover sheet, attachments, and documents: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22304-1450

PATENT

CH \$40.00 231925 11144327

11336/1019 (P05073USU1)

**ASSIGNMENT**

WHEREAS, Andrew Boyd, herein after called the "Assignor", has made the invention described in the United States patent application entitled **DISTRIBUTED KERNEL OPERATING SYSTEM**, executed by Assignor on or about the same date as this Assignment;

WHEREAS, **QNX SOFTWARE SYSTEMS**, an Ontario Partnership existing under the laws of Canada and having a an office at 175 Terence Crescent, Ottawa, Ontario, K2M 1W8, CANADA, hereinafter the "Assignee", desires to acquire all right, title and interest in and to the invention and the patent application identified above, and in all Patents, in the United States and in any and all foreign countries which may be obtained from said invention;


NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, the Assignor have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefore in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, continuations-in-part, divisions, renewals and extensions of any of the patent applications and patents defined above; to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignor hereby covenant and agree, for the Assignor and the Assignor's legal representatives, that the Assignor will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignor will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignor has executed this agreement.

Date: 30 AUGUST 2005

  
\_\_\_\_\_  
ANDREW BOYD

Province Of Ontario )  
City Of Ottawa ) ss.

I, *Michael Michalyszyn* a Notary Public in and for the Province and City aforesaid, do hereby certify Andrew Boyd, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 30<sup>th</sup> day of *August*, 2005.



Notary Public

My Commission Expires: