# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Research in Motion Corporation	11/13/2009

### **RECEIVING PARTY DATA**

Name:	Research in Motion Limited
Street Address:	295 Phillip Street
City:	Waterloo
State/Country:	ONTARIO
Postal Code:	N2L 3W8

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12546999

### **CORRESPONDENCE DATA**

Fax Number: (713)456-2836

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 713-571-3400

Email: diane.taylor@novakdruce.com

Correspondent Name: Andrew Z. Weaver
Address Line 1: 1000 Louisiana Street
Address Line 2: Fifty-Third Floor

Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	9504.002.NPUS00
NAME OF SUBMITTER:	Andrew Z. Weaver

Total Attachments: 5

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### CONFIRMATION AND ASSIGNMENT

WHEREAS RESEARCH IN MOTION LIMITED, a corporation organized under the laws of the Province of Ontario, Canada, having a place of business at 295 Phillip Street, Waterloo, Ontario, N2L 3W8, Canada, (the "ASSIGNEE") is the owner of certain rights, title and interest in and to certain inventions and designs (the "Inventions"); and

WHEREAS RESEARCH IN MOTION CORPORATION, a corporation organized under the laws of the State of Delaware, U.S.A., having a place of business at 122 West John Carpenter Parkway, Suite 430, Irving, Texas, 75039, U.S.A., (the "ASSIGNOR") and ASSIGNEE are parties to a Selling, General, Administration And Other Services Agreement effective October 23, 2005 and as amended from time to time (the "SG&A Agreement"), where said SG&A Agreement provides that ASSIGNEE shall be the owner of all developments, modifications, improvements, adaptations of and derivative works, related to the Inventions, whether created by ASSIGNEE or ASSIGNOR or on their behalf ("Developments"); and

WHEREAS ASSIGNOR agrees that it has received full market consideration under the SG&A Agreement; and

WHEREAS ASSIGNOR wishes to confirm that ASSIGNEE is the owner of all rights, title and interest of the ASSIGNOR in and to certain of the Developments ("Creations"), described in documents, descriptions and/or drawings ("Creation Documents"), and/or described in applications for patents, design registrations, utility model registrations and other forms of protection ("Applications"), inclusive of any and all priority rights derived therefrom, and all ancillary rights relating thereto, as listed in "Schedule A" attached hereto.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by ASSIGNOR and ASSIGNEE, ASSIGNOR and ASSIGNEE, intending to be legally bound, agree as follows:

ASSIGNOR hereby confirms that it has transferred, conveyed and assigned, and by way of further assurance, to the extent that the transfer, conveyance or assignment has not already been fully effected, ASSIGNOR hereby transfers, conveys and assigns, any and all of its rights, title and interest in and to: the Creations; the Creation Documents; Applications; any further applications for patents, designs, utility models or other forms of protection, rights or titles for the whole or any part or parts of or improvements to the Creations in any country or countries ("Further Applications") together with the right to file divisional applications, substitute applications and continuation applications of any one or more of the Applications and Further Applications ("Divisionals"); the right to obtain patents, design registrations, utility model registrations and all other forms of protection, rights and titles relating to the Creations and Creation Documents; and the right to obtain any extensions / supplementary protection certificates ("Extensions"); together with the right to bring proceedings to recover damages and/or to obtain other remedies for acts committed in respect of one or more of the aforesaid Creations, Creation Documents, Applications, Further Applications, Divisionals and Extensions. whether such acts are committed before or after the date of this assignment; with the

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intent that the Creations, Creation Documents, Applications, Further Applications, Divisionals and Extensions are owned and enjoyed by ASSIGNEE absolutely to the full end of the term or terms for same.

ASSIGNOR hereby agrees, upon request, to provide assistance and to execute any and all further documents which may be necessary or desirable to enable ASSIGNEE or its successors and assigns (as applicable), to file, prosecute, bring proceedings and take other actions with respect to any and all of the Creations, Creation Documents, Applications, Further Applications, Divisionals and Extensions, and any and all patents and registrations granted thereon and other forms of protection, rights and titles relating thereto, and ASSIGNOR further agrees to execute, upon request, any and all further documents which may be necessary or desirable to vest or perfect the title of ASSIGNEE therein.

ASSIGNOR hereby authorizes and requests The Commissioner of Patents, or any equivalent authority, to issue to ASSIGNEE each and every patent, registration and other forms of protection, right and title granted upon the Applications, Further Applications, Divisionals and Extensions.

THIS ASSIGNMENT shall inure to the benefit of ASSIGNEE and its successors and assigns and shall be binding upon ASSIGNOR and its successors and permitted assigns.

IF ANY COVENANT OR PROVISION, or portion thereof, of this document is determined to be void or unenforceable, such void or unenforceable covenant or provision, or portion thereof, is hereby conceded to be severable from the balance of this document, and any such determination shall not, in any event, affect or impair the validity of the balance of the covenant or provision, nor shall it affect or impair the validity of any other covenant or provision herein contained.

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IN WITNESS WHEREOF, this Confirmation And Assignment has been executed below by the undersigned:

# Research In Motion Corporation

Name: Don Morrison.
Title: Authorized Signing Officer.

### STATEMENT BY WITNESS

ŀ,		he Chur bon	MAN	***************************************	whose full Pos	t Office A	iddress is
	110	(olumbia	9	W).	V)akt 100	00	<u> </u>
		•	Addre	ss of Wit	mess)		

hereby declare that I was personally present and did see the above named person, personally known to me to be the person named in the assignment, duly sign and execute the same.

Date: NO VUM DI 12 2009.

Signature of Witness)

Legal OK

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IN WITNESS WHEREOF, this Confirmation And Assignment has been executed below by the undersigned:

Research In Motion Limited

By:

Name: Roger Wittevern Title: Up Taxation

# STATEMENT BY WITNESS

I, <u>Daniel Wilgosh</u>	whose full Post Office Address is
176 Columbia Street W, C	Waterloo, on NOL 3L3
(Addres	ss of Witness)
	resent and did see the above named person, named in the assignment, duly sign and execute
Date: November 10, 2009	Dozak.

Legal OK

(Signature of Witness)

# SCHEDULE "A" to Confirmation and Assignment

**RECORDED: 12/01/2009** 

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