

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
QNX Software Systems	10/01/2005
<b>RECEIVING PARTY DATA</b>	
Name:	QNX Software Systems GmbH & Co. KG
Street Address:	Am Listholze 76
City:	Hannover
State/Country:	GERMANY
Postal Code:	30177
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	11216795
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(312)321-4299
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-321-4200
Email:	rbrown@brinkshofer.com
Correspondent Name:	James A. Collins by Rebecca J. Brown
Address Line 1:	Brinks Hofer Gilson & Lione
Address Line 2:	PO Box 10395
Address Line 4:	Chicago, ILLINOIS 60610
ATTORNEY DOCKET NUMBER:	11336-1027 (P05086US)
NAME OF SUBMITTER:	James A. Collins, Reg. No. 43,557
<b>Total Attachments: 16</b> source=QNX_Software_Systems_to_QNX Software_Systems_GmbH_Co_KG#page1.tif source=QNX_Software_Systems_to_QNX Software_Systems_GmbH_Co_KG#page2.tif source=QNX_Software_Systems_to_QNX Software_Systems_GmbH_Co_KG#page3.tif source=QNX_Software_Systems_to_QNX Software_Systems_GmbH_Co_KG#page4.tif	

CH \$40.00 11216795

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**PATENT**  
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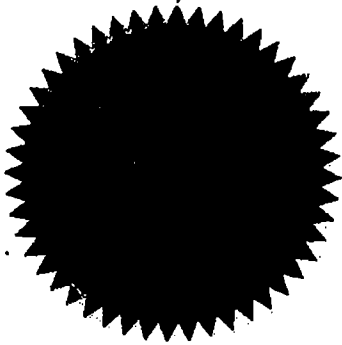
**NOTARIAL CERTIFICATE**

**CANADA**

**PROVINCE OF ONTARIO**

I, Michael Michalyshyn, Notary Public in the Province of Ontario, certify that Dan Dodge, an authorized signing officer of QNX Software Systems Co., appeared before me in Kanata, Ontario and signed the attached Registration of the Formation of a Limited Partnership with a Corporation as the General Partner dated as of October 5, 2005.

DATED at the City of Kanata, in the Province of Ontario, this 5<sup>th</sup> day of October, 2005.



Signature:

  
NOTARY PUBLIC

Michael Michalyshyn

NO EXPIRY

**Anmeldung der Errichtung einer  
Kommanditgesellschaft mit einer  
GmbH als persönlich haftender  
Gesellschafterin**

**An das  
Amtsgericht Karlsruhe  
- Handelsregister -  
Schloßplatz 23  
76131 Karlsruhe**

Zur Eintragung in das Handelsregister  
melden wir an:

Wir haben eine Kommanditgesellschaft  
errichtet, deren Firma lautet:

**Registration of the Formation of a  
Limited Partnership with a  
Corporation as the General Partner**

**To the  
Lower Court of Karlsruhe  
- Commercial Register -  
Schloßplatz 23  
76131 Karlsruhe**

We notify the following for purposes of  
registration in the Commercial Registry:

We have formed a limited partnership, the  
name of which is:

**QNX Software Systems GmbH & Co. KG**

- (1) Gegenstand des Unternehmens ist die  
Entwicklung und Lizenzierung von  
Software für den Embedded Systems  
Markt.
- (2) Zur Erreichung ihrer Zwecke kann die  
Gesellschaft gleichartige oder ähnliche  
Unternehmungen, auch  
Zweigniederlassungen im In- und  
Ausland, errichten, erwerben, pachten,  
sich an solchen beteiligen oder deren  
Vertretung übernehmen, wie  
überhaupt sämtliche Geschäfte tätigen,  
die geeignet sind, die Gesellschaft zu  
fördern.

An der Gesellschaft sind beteiligt:

- a) Harman Software Technology  
Management GmbH mit Sitz in  
Karlsbad, eingetragen im  
Handelsregister des Amtsgerichts  
Karlsruhe unter HRB 2886E, als  
persönlich haftende Gesellschafterin  
und

- (1) The business purpose of the  
partnership is the development and  
licensing of software for the  
embedded systems market.
- (2) In order to fulfill these purposes, the  
partnership may establish, acquire  
or lease identical or similar  
enterprises, including branch offices  
in both Germany and abroad, hold  
an interest in such enterprises or act  
as their representative, and carry out  
any activities which are suited for  
the promotion of the partnership.

The following hold an interest in the  
company:

- a) Harman Software Technology GmbH,  
with its registered office in Karlsbad,  
entered in the Commercial Registry of  
the Lower Court of Karlsruhe under  
HRB 2886E, as the general partner and
- b) QNX Software Systems Co. with its

b) QNX Software Systems Co. mit Sitz in Suite 900, 1959 Upper Water Street, Halifax, Nova Scotia, B3J 3N2, Canada als Kommanditistin, mit einer Hafteinlage von EUR 2.500.000,00.

Die Gesellschaft hat nur eine persönlich haftende Gesellschafterin. Diese ist einzelvertretungsberechtigt und von den Beschränkungen des Selbstkontrahierens gem. § 181 BGB befreit. Sie hat ihren Sitz in Karlsbad. Die Geschäftsräume befinden sich in Becker-Göring-Straße 16, 76307 Karlsbad.

Für die persönlich haftende Gesellschafterin Harman Software Technology Management GmbH zeichnet deren einzelvertretungsberechtigter Geschäftsführer zur Aufbewahrung bei Gericht seine Namensunterschrift unter Nennung der Firma wie folgt:

registered office at Suite 900, 1959 Upper Water Street, Halifax, Nova Scotia, B3J 3N2, Canada as limited partner, with a contribution subject to liability of EUR 2,500,000.00.

The company has only one general partner. The general partner has sole power of representation and is released from the self-dealing limitations pursuant to § 181 of the Civil Code. It has its registered office in Karlsbad. The offices are located at ~~Becker-Göring-Straße 16, 76307 Karlsbad.~~ Am Listhoke 76, 30177 Hannover

On behalf of the general partner Harman Software Technology Management GmbH, the managing director authorized to represent the company individually signs his specimen signature and the company name for keeping at the court as follows:

QNX Software Systems GmbH & Co. KG

vertreten durch/represented by

Harman Software Technology Management GmbH

vertreten durch/represented by

\_\_\_\_\_  
Frank Meredith

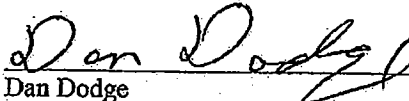
Northridge, October \_\_, 2005

Kanata, October 5, 2005

Harman Software Technology  
Management GmbH

QNX Software Systems Co.

\_\_\_\_\_  
Frank Meredith  
Geschäftsführer/managing director

  
Dan Dodge

**Anmeldung der Errichtung einer  
Kommanditgesellschaft mit einer  
GmbH als persönlich haftender  
Gesellschafterin**

**An das  
Amtsgericht Karlsruhe  
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(2) Zur Erreichung ihrer Zwecke kann die  
Gesellschaft gleichartige oder ähnliche  
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Zweigniederlassungen im In- und  
Ausland, errichten, erwerben, pachten,  
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Vertretung übernehmen, wie  
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An der Gesellschaft sind beteiligt:

a) Harman Software Technology  
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ship is the development and licens-  
ing of software for the embedded  
systems market.

(2) In order to fulfill these purposes, the  
partnership may establish, acquire  
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prises, including branch offices in  
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b) QNX Software Systems Co. with its registered office at Suite 900, 1959 Upper Water Street, Halifax, Nova Scotia, B3J 3N2, Canada as limited partner, with a contribution subject to liability of EUR 2,500,000.00.

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QNX Software Systems GmbH & Co. KG

vertreten durch/represented by

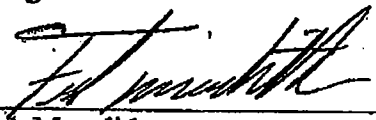
Harman Software Technology Management GmbH

vertreten durch/represented by

  
Frank Meredith

Northridge, October 20, 2005

Harman Software Technology Management GmbH

  
Frank Meredith  
Geschäftsführer/managing director

Kanata, October \_\_, 2005

QNX Software Systems Co.

  
Dan Dodge



## SECRETARY OF STATE

### APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: *United States of America*  
*This public document*
2. *has been signed by CRISTINA M. FERRIS*
3. *acting in the capacity of Notary Public, State of California*
4. *bears the seal/stamp of CRISTINA M. FERRIS, Notary Public, State of California*

### CERTIFIED

5. *At Sacramento, California*
6. *the 24th day of October 2005*
7. *by Deputy Secretary of State, State of California*
8. *No. 260562*
9. *Seal/Stamp:*

10. Signature



*[Handwritten Signature]*

Secretary of State





# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Los Angeles

ss.

On

October 20, 2005

Date

before me,

Cristina M. Ferris

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Frank Meredith

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Cristina M. Ferris

Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document:

Commercial Register

Document Date:

N/A

Number of Pages:

2

Signer(s) Other Than Named Above:

None

### Capacity(ies) Claimed by Signer

Signer's Name:

Frank Meredith

☐ Individual

☒ Corporate Officer — Title(s):

Managing Director

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

QNX Software

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

# Partnership Agreement of QNX Software Systems GmbH & Co. KG

## Preamble

The partnership was established on October 20, 2004, as a general partnership, pursuant to the laws of the province of Ontario, Canada on the basis of a general partnership agreement entered into between the partners, 3091794 Nova Scotia Company and QNX Software Systems Ltd. 3091794 Nova Scotia Company paid-in its fixed capital interest by various cash contributions and QNX Software Systems Ltd. by a cash contribution and a contribution in kind by the transfer of assets pursuant to an asset transfer agreement, dated October 23, 2004. On January 1, 2005, QNX Software Systems Ltd. merged with Harman Canada Co. and, effective from that date, operates under the name of QNX Software Systems Co. Effective August 26, 2005, 3091794 Nova Scotia Company changed its name to QNX Software Systems Canada Corporation. On September 1, 2005, the partnership was continued and registered as a limited partnership in accordance with the Limited Partnerships Act (Ontario, Canada) with QNX Software Systems Canada Corporation as the general partner. On September 30, 2005, at 23:59 p.m. EDT/October 1, 2005, at 5:59 a.m. CEST, the headquarter office of the partnership was relocated to Karlsbad, Germany through the sale and transfer of QNX Software Systems Canada Corporation's capital interest in the partnership to Harman Software Technology Management GmbH (with registered seat in Karlsbad, Germany). In doing so, the partnership was continued and converted into a general partnership pursuant to German law. The partners Harman Software Technology Management GmbH and QNX Software Systems Co. henceforth intend to convert the partnership into, and continue the partnership as, a limited partnership (*Kommanditgesellschaft*) with QNX Software Systems Co., as the limited partner (*Kommanditist*), and therefore, immediately after the transfer QNX Software Systems Canada Corporation's capital interest in the partnership to Harman Software Technology Management GmbH, enter into the following partnership agreement and act vis-à-vis third parties under QNX Software Systems GmbH & Co. KG:

## Article 1 Name, Registered Office

1. The name of the partnership is  
QNX Software Systems GmbH & Co. KG.
2. The partnership has its registered seat in Karlsbad.

## Article 2 Business Purpose

1. The business purpose of the partnership is the development and licensing of software for the embedded systems market.

2. In order to fulfill these purposes, the partnership may establish, acquire or lease identical or similar enterprises, including branch offices in both Germany and abroad, hold an interest in such enterprises or act as their representative, and carry out any activities which are suited for the promotion of the partnership.

### Article 3 Partners and Capital Interests

1. The fixed capital (*Festkapital*) of the partnership amounts to CAD 153,976,467.00 (in words: Canadian Dollars one hundred and fifty-three million nine hundred seventy-six thousand four hundred sixty-seven).
2. Harman Software Technology Management GmbH with registered seat in Karlsbad is the general partner (*Komplementär*) with a fixed capital interest (*fester Kapitalanteil*) of CAD 153,976.01 (in words: Canadian Dollars one hundred fifty-three thousand nine hundred seventy-six). Harman Software Technology Management GmbH has assumed the fixed capital interest that QNX Software Systems Canada Corporation (formerly 3091794 Nova Scotia Company) had paid-in by cash contributions of CAD 0.01, CAD 100,000.00 (in words: Canadian Dollars one hundred thousand), and CAD 53,976.00 (in words: Canadian Dollars fifty-three thousand nine hundred seventy-six)
3. QNX Software Systems Co. is the limited partner with a fixed capital interest of CAD 153,822,491.00 (in words: Canadian Dollars one hundred and fifty-three million eight hundred twenty-two thousand four hundred ninety-one). The limited partner has paid-in its fixed capital interest by a cash contribution of CAD 10.00 (in words: Canadian Dollars ten) and by a contribution in kind transferring and assigning a portion of its assets with the value of CAD 153,822,481.00 (in words: Canadian Dollars one hundred and fifty-three million eight hundred twenty-two thousand four hundred eighty-one) pursuant to an asset transfer agreement dated October 23, 2004.
4. The capital interests of the partners are fixed; they may be changed only by amendment to the partnership agreement. They constitute the fixed capital of the partnership in accordance with this partnership agreement.
5. The fixed capital interest of the limited partner does not equal its capital contribution subject to liability (*Haftsumme*). Its capital contribution subject to liability shall be EURO 2,500,000.00 (in words: EURO two million five hundred thousand) and shall be entered into the commercial register.

### Article 4 Partners Accounts

1. A capital account and a loan account shall be held for each partner. Additionally, a reserve account and a loss-carry-forward-account shall be held by the partnership for all partners jointly.
2. The fixed capital interest of the partner shall be booked on the capital account. The account shall bear no interest.

3. The distributable profit shares, withdrawn funds, interest, reimbursement of expenses and costs, advance compensation, as well as any other cash transactions between the partnership and the partners shall be booked on the loan account. The loan account shall bear 7% interest per annum for debit and credit according to the sliding-scale method. The interest is deemed, in the partners' internal relation, as expense or income, respectively.
4. The contributions, which are not paid into the fixed capital, and the non-distributable profit shares shall be booked on the joint reserve account. The partners shall participate in the account in proportion to their fixed capital interest. The account bears no interest. By resolution adopted with the majority of all votes applicable pursuant to the partnership agreement, the partners may decide to have an amount on the reserve account dissolved and booked on the loan accounts in proportion to their fixed capital interest.
5. The losses of the partnership shall be booked on the common loss-carry-forward-account. The partners shall participate in the account in proportion to their fixed capital interest. The account shall bear no interest.

#### Article 5 Management, Representation, Control Rights

1. The general partner is entitled and obligated to manage and represent the partnership. The general partner and its managing directors are released from the restrictions imposed by Section 181 of the German Civil Code.
2. The limited partner does not have a right to object pursuant to Section 164 German Commercial Code.
3. The limited partner has a right of information and inspection to the extent granted by Section 51 a (1) and (2) German Limited Liability Company Code.

#### Article 6 Compensation of General Partner

1. So long as the general partner is active solely on behalf of the partnership, it shall be reimbursed for all reasonable costs and expenses incurred in the course of its management activities.
2. The general partner shall be paid an annual advance compensation in the amount of 1% of its paid-in capital, to be paid at the end of each fiscal year, as consideration for assuming personal liability; such compensation is to be included in the balance sheet at the beginning of the fiscal year.
3. The remuneration for expenses and costs according to Paragraph 1 and the advance compensation according to Paragraph 2 are to be treated as expense in the partners' internal relations.

**Article 7**  
**Partners' Resolutions**

1. The decisions to be made by the partners with respect to the partnership shall be made by resolution.
2. Unless otherwise expressly provided in the law or the partnership agreement, partners' resolutions, which either modify or amend the partnership agreement or dissolve the partnership, as well as resolutions with respect to the withdrawals of funds from the loan account (Article 10) need to be approved unanimously; all other partners' resolutions require a majority of all, according to the partnership agreement, present and authorized votes.
3. Each EURO 1,000.00 of a fixed capital interest grants one vote. A partner, whose actions are to be approved or which shall be released from a liability by resolution, has no voting right with respect to such resolution and may not exercise voting rights on behalf of another partner. This also applies to conclusion of a legal transaction or the initiation or settlement of a legal dispute against a partner.
4. The resolutions of the partners shall be made in meetings, unless all partners approve in writing the decision to be made or a written vote. Sections 49 -51 of the Limited Liability Company Code apply mutatis mutandis to the calling of a meeting.
5. Unless otherwise provided in this partnership agreement, each partner is entitled to be represented by another partner or a member of the legal, business or tax consulting professions who is legally bound to confidentiality when a resolution is to be adopted. Such authorization is to be provided in writing.

**Article 8**  
**Fiscal Year; Annual Financial Statements**

1. The fiscal year begins on July 1 of each year and ends on June 30 of the following year.
2. During the first six months of the fiscal year, the general partner shall prepare an annual financial statement for the preceding fiscal year and submit it to all partners immediately. The partners shall approve the annual financial statement by resolution.
3. The partners meeting may decide by resolution that the annual financial statements shall be conducted by a professional auditor (accountant, accountant firm). The auditor's appointment shall be by resolution of the partners meeting prior to the end of the fiscal year.

**Article 9**  
**Distribution of Profits**

1. The partners shall participate in any partnership profits or losses in proportion to their respective fixed capital accounts pursuant to Section 3. The statutory rules regarding the limitation of the liability of the limited partners shall remain unaffected.
2. The profit shares shall be credited to loan accounts of the partners to the extent not otherwise provided in the following provisions.
3. If, and to the extent, a loss carry-forward is charged on the loss-carry-forward-account, it shall be compensated for by future profits. The profit shares may not be credited to the capital reserve account or loan account so long as a loss carry forward is charged on the loss-carry-forward-account.
4. The partners may decide, prior to or at the time of approving the annual financial statements, by a majority of the votes present according to this partnership agreement that a percentage of the profit, however, no more than 30%, shall be credited to the capital reserve account.

**Article 10**  
**Withdrawals**

The partners have the right to make withdrawals of funds from their loan accounts to the extent of a possible credit balance, if permitted with respect to the liquidity situation of the partnership and approved by a unanimous partners' resolution.

**Article 11**  
**Transfers of Capital Interest**

Any transfers by a partner of its capital interest are only valid if approved by the other partners' meeting with a 75% majority of the votes of the other partners.

**Article 12**  
**Duration and Termination of the Partnership; Severance Payment**

1. The partnership has come into existence upon execution of the general partnership agreement between 3091794 Nova Scotia Company and QNX Software Systems Ltd. on October 20, 2004 and shall exist for an indefinite period of time.
2. This partnership agreement shall supercede and replace the limited partnership agreement between QNX Software Systems Canada Corporation and QNX Software Systems Co. dated September 1, 2005.

3. Each partner may terminate the partnership with six month's notice to take effect at the end of the fiscal year. The terminating partner withdraws from the partnership after expiration of the period of notice.
4. If a partner withdraws from the partnership without a liquidation taking place, the remaining partners shall, upon resolution, continue the partnership under the existing partnership name. If only one partner remains after a partner's withdrawal, then the partnership's property, including all assets and liabilities, as well as the right to continue the partnership, shall without liquidation be transferred to the one remaining partner.
5. Any partner who withdraws from the partnership shall receive a severance payment. The following shall apply to the amount of such compensation and its payment:
  - a) The amount of the severance payment shall be equal to the balance of the partners' accounts (Article 4, para. 1), to be determined on the date of withdrawal according to the rules applicable to the annual financial statement.
  - b) The severance payment shall be paid in five equal annual installments. The first installment shall be due three months after the partner's withdrawal. If the amount of the severance payment has not yet been determined, then a reasonable partial payment in an amount to be fixed by the partnership shall be made. As of the date of withdrawal the severance payment shall bear interest in the rate of 2% over the interest rate for long-term refinancing transactions (LRG-rate) of the European Central Bank. The accrued interest is to be paid with each installment. The partnership shall be entitled to pay the severance payment, in full or in part, at an earlier date.
6. If the annual financial statement of the partnership for the period up to the time of the withdrawal of the partner are amended due to an external tax audit of the partnership, or due to other amendments as the result of another initiated assessment, then the partners' accounts shall be amended accordingly and the severance payment shall be amended correspondingly.

### Article 13 Liquidation

1. In case of the partnership being dissolved, it shall be liquidated.
2. The general partner shall act as liquidator.

#### **Article 14 Amendments**

This partnership agreements constitutes the full understanding of the partners relating to the subject matter hereof. Oral agreements were not concluded. Save where made by resolutions according to this partnership agreement, this partnership agreement may be amended or supplemented only by an instrument in writing executed, including for any amendment of this provision.

#### **Article 15 Severability**

Should any provisions hereof be or become entirely or partially ineffective, inapplicable, or should any omission occur herein, this shall not affect the validity of the remaining provisions. The ineffective or in applicable or to cure the omission, a provision shall be deemed replaced by one that, to the legally permitted extent, best approaches what the partners initially intended or would have intended, had they addressed the matter.

#### **Article 16 Governing Law**

The partnership agreement is subject to and governed by the law of the Federal Republic of Germany.

#### **Article 17 Arbitration**

Any controversy arising in connection with this partnership agreement or with regard to its validity shall be resolved by final decision, according to the Rules of Arbitration of the Deutsche Institution für Schiedsgerichtsbarkeit e.V. (DIS) (*German Institute for Arbitration*) in Bonn, exclusive of the jurisdiction of a court. The court of arbitration shall also be entitled to decide on the validity of this arbitration clause with binding force on the state courts. The substantive law of Germany is applicable to the dispute. The place of arbitration shall be Munich. The arbitral tribunal consists of three arbitrators and the language of the arbitral proceeding shall be German.

#### **Article 18 Costs**

The costs for establishing this partnership shall be borne by the partnership.



Karlsbad, October 1, 2005, at 0:00 a.m.  
EDT/6:00 a.m. CEST

Ottawa, October 1, 2005, at 0:00 a.m.  
EDT/6:00 a.m. CEST




Harman Software Technology Management  
GmbH

QNX Software Systems Co.

Karlsbad, October 1, 2005, at 0:00 a.m.  
EDT/6:00 a.m. CEST

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Harman Software Technology Management  
GmbH

  
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QNX Software Systems Co.