

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Dale Ducharme	03/19/2009
<b>RECEIVING PARTY DATA</b>	
Name:	Research In Motion Limited
Street Address:	295 Phillip Street
City:	Waterloo
State/Country:	CANADA
Postal Code:	N2L 3W8
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12859073
<b>CORRESPONDENCE DATA</b>	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 4:	Toronto, CANADA M5X1G5
ATTORNEY DOCKET NUMBER:	T8470195US2
NAME OF SUBMITTER:	Henry Ohab
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

CH \$40.00 12859073

## ASSIGNMENT OF PATENT RIGHTS

WHEREAS **Dale Ducharme**, residing at 16 Fraserwood Avenue, Apartment 2, Toronto, Ontario, M6B 2N4, Canada, (hereinafter collectively referred to as the "ASSIGNOR") has invented certain new and useful improvements in an invention entitled

### **SYSTEM AND METHOD FOR CUSTOMIZING LAYER BASED THEMES,**

such invention (the "**Invention**") being described in United States Patent Application No. \*, filed on \* and having RIM Reference No. 31221-US-CNT2 (the "**Patent Application**");

AND 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, CANADA, N2L 3W8 (hereinafter referred to as the "**ASSIGNEE**") is desirous of acquiring any and all right, title and interest of the ASSIGNORS in the Invention and the full and exclusive right, title and interest in and to the Patent Application, inclusive of any and all priority rights derived therefrom and in and to any and all Letters Patent, to be granted for the Invention;

AND WHEREAS the ASSIGNOR desires to make the assignment to the ASSIGNEE on the terms and conditions contemplated herein;

NOW THEREFORE, for a valuable consideration, the receipt whereof is hereby acknowledged, the ASSIGNOR confirms and agrees as follows:

1. The ASSIGNOR hereby irrevocably sells, assigns, transfers, conveys and sets over unto the ASSIGNEE all of their respective right, title and interest in and to:
  - (a) the Patent Application inclusive of any and all priority rights derived therefrom;
  - (b) the Invention, to the extent that the ASSIGNOR has any right, title and interest therein;
  - (c) any and all Letters Patent and issues thereof which may be granted upon the Patent Application; and
  - (d) any and all Letters Patent which may be issued upon any and all substitutes, divisions, or continuations of the Patent Application,


the same to be held and enjoyed by the ASSIGNEE for its own use and behalf, and for the use and behalf of its successors and assigns, to the full end of the term or terms for which said Letters Patent and reissues thereof may be granted as fully and entirely as the same would have been held and enjoyed by them had this assignment and sale not been made.

2. The ASSIGNOR hereby agrees to execute, upon request, any and all further papers which may be necessary or desirable to enable the ASSIGNEE, its successors and assignees (as applicable), to file and prosecute the Patent Application, and any and all substitutes, divisions, or continuations thereof, and any and all reissues of the Letters Patent granted upon the Patent Application, or upon any and all substitutes, divisions, or continuations thereof, and the ASSIGNOR further agrees to execute any and all further papers which may be necessary or desirable to vest or perfect the title of the ASSIGNEE in and to the Patent Application and the invention therein disclosed, and in and to any and all Letters Patent and reissues thereof, which may be granted upon the Patent Application, and any and all substitutes, divisions, or continuations thereof.
3. The ASSIGNOR hereby authorizes and requests The Commissioner of Patents or any equivalent position thereto to issue each and every Letters Patent to be granted upon the Patent Application and upon any and all substitutes, divisions, and continuations of the Patent Application, and each and every reissue of said Letters Patent, to the ASSIGNEE as the assignee of the entire right, title and interest therein in accordance with this assignment.
4. This assignment shall ensure for the benefit of the ASSIGNEE and its successors and assignees and shall be binding upon the ASSIGNOR and their respective heirs, executors, administrators, successors, permitted assignees and legal representatives.
5. The ASSIGNOR hereby irrevocably appoints the ASSIGNEE as such ASSIGNOR'S attorney-in-fact, with full authority in the place and instead of the ASSIGNOR making the appointment and in the name of the ASSIGNOR, by the ASSIGNEE or otherwise, from time to time in the ASSIGNEE'S discretion, upon the ASSIGNOR'S failure or inability to do so, to take any action and to execute any instrument which the ASSIGNEE may deem necessary or advisable to accomplish the purposes of this assignment including, without limitation, to modify, in its sole discretion, this assignment without first obtaining the ASSIGNOR'S approval of or signature to such modification and to make any filings as appropriate, to effect the full and complete assignment as contemplated hereunder.
6. If any covenant or provision, or portion thereof, of this assignment 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 assignment; and such a 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.
7. The Assignors grant power to our attorneys/agents at Gowling Lafleur Henderson LLP to insert the filing particulars of our applications listed in Schedule A, if required, to complete this document.

(continued on the next page)

IN WITNESS WHEREOF, this assignment has been executed below by the undersigned:

Date: 9 March 19, 2009

  
Dale Ducharme

STATEMENT BY WITNESS

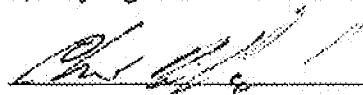
I, Christopher Dale Billard

whose full Post Office Address is

2480 Newcastle Crescent, Oakville, Ontario L6M 4P3  
(Address of Witness)

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: March 19, 2009

  
(Signature of Witness)

TO: LAW 70881321