

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
M-Stack Limited	10/01/2010
<b>RECEIVING PARTY DATA</b>	
Name:	Research In Motion Limited
Street Address:	295 Phillip Street
City:	Waterloo, Ontario
State/Country:	CANADA
Postal Code:	N2L 3W8
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12112762
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(972)731-2289
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	972-731-2288
Email:	kharris@dfw.conleyrose.com
Correspondent Name:	CONLEY ROSE, P.C.
Address Line 1:	5601 Granite Parkway, Ste. 750
Address Line 2:	J. Robert Brown, Jr.
Address Line 4:	Plano, TEXAS 75024
ATTORNEY DOCKET NUMBER:	33182-US-PAT (4214-06400)
NAME OF SUBMITTER:	J. Robert Brown, Jr.
Total Attachments: 5 source=4214-06400_InterCorpMStack#page1.tif source=4214-06400_InterCorpMStack#page2.tif source=4214-06400_InterCorpMStack#page3.tif source=4214-06400_InterCorpMStack#page4.tif	

CH \$40.00 12112762

**501313423**

**PATENT**  
**REEL: 025104 FRAME: 0540**



## CONFIRMATION AND ASSIGNMENT

WHEREAS M-STACK LIMITED, a corporation organized under the laws of England and Wales with registration number 4465926, having a place of business at Centrum House, 36 Station Road, Egham, Surrey, TW20 9LF, United Kingdom, (the "ASSIGNOR") is the owner of certain rights, title and interest in and to certain inventions and designs (the "Assignor Inventions"); 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, N2L 3W8, Canada, (the "ASSIGNEE") is the owner of certain rights, title and interest in and to certain inventions and designs (the "Assignee Inventions"); and

WHEREAS ASSIGNOR and ASSIGNEE are parties to an Intellectual Property License Agreement and to a Research and Development Services Agreement, each effective September 12, 2002 and as amended from time to time (collectively, the "Agreements"), where said Agreements provide that ASSIGNEE shall be the owner of all developments, modifications, improvements, adaptations of and derivative works, related to the Assignor Inventions or Assignee Inventions, whether created by ASSIGNEE or ASSIGNOR or on their behalf (the "Developments"); and

WHEREAS ASSIGNOR agrees that it has received full market consideration under the Agreements; 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 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.

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

M-Stack Limited

Date: 10/01/10

By: [Signature]  
Name: James Balville.  
Title: Director.

STATEMENT BY WITNESS

I, Lisa Garrard. whose full Post Office Address is

2200 University Ave East Waukegan IL 60087.  
(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: 10/01/10.

[Signature]  
(Signature of Witness)

Legal OK

JLH as per

JN

PATENT

V5.0

RM OK

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

Research In Motion Limited

Date: 10/04/10

By: 

Name: James Hersh  
Title: VP Controller

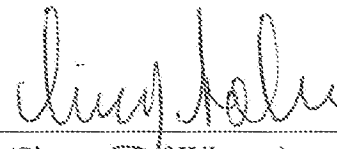
STATEMENT BY WITNESS

I, Cindy Schneider whose full Post Office Address is

2200 university Ave East Waterloo ON N2K 0A7  
(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: 10/04/10

  
(Signature of Witness)

Legal OK

## SCHEDULE "A" to Confirmation and Assignment

Title	Country Code	Appln. No.	File Date	Agent of Record File #	RIM File #
SERVICING CELL DISCOVERY DURING OUT OF SERVICE	CA	PCT/CA09/000566	28 Apr 2009	To Be Determined	33182-CA-PCT
SERVICING CELL DISCOVERY DURING OUT OF SERVICE	EP	08157519.3	03 Jun 2008	1082-1350	33182-EP-EPA
SERVICING CELL DISCOVERY DURING OUT OF SERVICE	HK	10104330.9	03 May 2010	KBT101152/362/736	33182-HK-FPR
SERVICING CELL DISCOVERY DURING OUT OF SERVICE	US	12/112,762	30 Apr 2008	33182-US-PAT (4214-06400)	33182-US-PAT
SERVICING CELL DISCOVERY DURING OUT OF SERVICE	WO	PCT/CA2009/000566	28 Apr 2009	47399-0010	33182-WO-PCT