### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Douglas Michael Gisby	05/13/2010

#### **RECEIVING PARTY DATA**

Name:	Ascendent Telecommunications, Inc.
Street Address:	2000 Bridge Parkway
Internal Address:	Suite 100
City:	Redwood City
State/Country:	CALIFORNIA
Postal Code:	94065

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12790726

### **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: 9516.012.NPUS01

NAME OF SUBMITTER: Andrew Z. Weaver

**Total Attachments: 5** 

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## CONFIRMATION AND ASSIGNMENT

WHEREAS ASCENDENT TELECOMMUNICATIONS, INC., a corporation organized under the laws of the State of California, U.S.A., having a place of business at 2000 Bridge Parkway, Suite 100, Redwood City, California, 94065, U.S.A., (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 a Research and Development Services Agreement effective March 10, 2006 and as amended from time to time (the "R&D Agreement"), where said R&D Agreement provides 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 R&D 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 ASSIGNOR 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; the right in and to any patent or reissue patent

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relating to the Creations, Creation Documents, Applications Further Applications and Divisionals ("Grants"); 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, Grants 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 Grants 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, Grants 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:

Ascendent Telecommunications, Inc.

Date:	Aug 19110	R-W-
		By:
		Name: Brian Blow IMO

Title: Transurer

## STATEMENT BY WITNESS

r <u>Cindy Schnider</u>	whose full Post Office Address is
2000 (Iniversity Ave East (Address of With	LUBRICO ON NOKOMT.
(Address of With	ness)
hereby declare that I was personally present are personally known to me to be the person named in the same.	the assignment, duly sign and execute
Date: 08/10/0	(Signature of Witness)

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

	Research In Motion Limited
Date: <u>08 //3 //0</u>	By: Name: Gary Beck Title: Authorized Signing Office
STATEMENT B	Y WITNESS
I, <u>andy Schaider</u> .	whose full Post Office Address is
220 Miversity Ago East	H COOPER (OD ON PODEOM)
hereby declare that I was personally present personally known to me to be the person named the same.	-
Date:	Cintro (Sintro)
	(Signature of Wilness)

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PATENT RM OK
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		LE "A" to Confirmati	<b>T C C C C C C C C C C</b>	EDULE "A" to Confirmation and Assignment	
	Country Appli	Country Appln. No. Code	File Date	Agent of Record	RIM File
S AND METHODS FOR	Ē	10155141.4	02 Mar 2010	BP53902P,EPA	33199-E

**RECORDED: 10/07/2010** 

SYSTEMS AND METHODS FOR	ů.	10155141.4	02 Mar 2010	BP53902P,EPA	33196-EP-EPA
FACILITATING TRANSFERRING OF					
CONFERENCE CALLS USING MOBILE					
COMMUNICATION DEVICES	*********				
SYSTEMS AND METHODS FOR	Sn	12/7/15,950	02 Mar 2010	9516.012.NPUS00	33186-US-PAT
FACILITATING TRANSFERRING OF					
CONFERENCE CALLS USING MOBILE					
COMMUNICATION DEVICES					
SYSTEMS AND METHODS FOR	S	12/790,726	28 May 2010	9516.012.NPUS01	33196-US-PAT[Z]
FACILITATING TRANSFERRING OF			;		
CONFERENCE CALLS USING MOBILE					
COMMUNICATION DEVICES			-		

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