

Form PTO-1595 (Rev. 03-09)
OMB No. 0651-0027 (exp. 03/31/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

NEXTAIR CORPORATION

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: RESEARCH IN MOTION LIMITED

Internal Address: _____

Street Address: 295 Phillip Street

City: Waterloo

State: Ontario

Country: Canada Zip: N2L 3W8

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) December 16, 2010, December 22, 2010

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No. (s)

11/352,318

B. Patent No. (s)

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: SMART & BIGGAR

Internal Address: _____

Street Address: 438 University Avenue

Suite 1500

City: Toronto

State: Ontario Zip: M5G 2K8

Phone Number: 416-593-5514

Fax Number: 416-591-1690

Email Address: _____

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

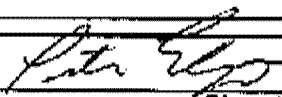
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

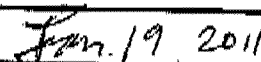
8. Payment Information

Deposit Account Number 19-2548

Authorized User Name Peter Elyjiw

9. Signature:


Signature


Date

Peter Elyjiw (Reg. No. 58,893)
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: **6**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 192548 11352318

CONFIRMATION AND ASSIGNMENT

WHEREAS NEXTAIR CORPORATION, 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 "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 February 11, 2005 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.

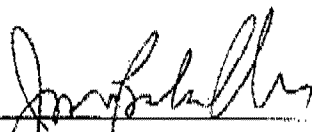
THIS ASSIGNMENT shall inure to the benefit of ASSIGNEE and its successors and assigns and shall be binding upon ASSIGNOR and its successors and permitted assigns.

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:

Nextair Corporation

Date: 12/22/10


By:
Name: James Balsillie
Title: President/CEO

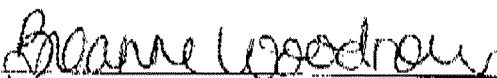
STATEMENT BY WITNESS

I, Breanne Woodrow whose full Post Office Address is

2200 University Ave E, 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: 12/22/10


(Signature of Witness)

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

Research In Motion Limited

Date: 12/16/10

[Signature]
By:

Name: Don Morrison
Title: Chief Operating Officer

STATEMENT BY WITNESS

I, Regan Chiel

whose full Post Office Address is

2200 University Ave-E, 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: 12/16/10

Regan Chiel
(Signature of Witness)

SCHEDULE "A" to Confirmation and Assignment

| Title | Country Code | Appln. No. | File Date | Agent of Record File # | RIM File # |
|--|--------------|------------|--------------|------------------------|--------------|
| EXECUTION OF TEXTUALLY-DEFINED INSTRUCTIONS AT A WIRELESS COMMUNICATION DEVICE | CA | 2578177 | 12 Feb. 2007 | 93422-198 | 30132-CA-PAT |
| EXECUTION OF TEXTUALLY-DEFINED INSTRUCTIONS AT A WIRELESS COMMUNICATION DEVICE | EP | 06101613.5 | 13 Feb. 2006 | 200379EP | 30132-EP-EPA |
| EXECUTION OF TEXTUALLY-DEFINED INSTRUCTIONS AT A WIRELESS COMMUNICATION DEVICE | US | 11/352318 | 13 Feb. 2006 | 93422-55 | 30132-US-PAT |