# OP \$40.00 132447

#### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date	
RESEARCH IN MOTION CORPORATION	08/17/2010	

#### **RECEIVING PARTY DATA**

Name:	RESEARCH IN MOTION LIMITED
Street Address: 295 Phillip Street	
City: Waterloo, Ontario	
State/Country:	CANADA
Postal Code:	N2L 3W8

#### PROPERTY NUMBERS Total: 1

Property Type	Number		
Application Number:	13244733		

#### **CORRESPONDENCE DATA**

Fax Number: (202)408-4400 Phone: 202-408-4000

Email: janet.weems@finnegan.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

Correspondent Name: BRYAN C. DINER

Address Line 1: 901 New York Avenue NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

ATTORNEY DOCKET NUMBER: 11298.0171-02000

NAME OF SUBMITTER: BRYAN C. DINER

**Total Attachments: 5** 

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# **CONFIRMATION AND ASSIGNMENT**

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 "Inventions"); and

WHEREAS RESEARCH IN MOTION CORPORATION, a corporation organized under the laws of the State of Delaware, U.S.A., having a place of business at The Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, 19801. U.S.A., (the "ASSIGNOR") and ASSIGNEE are parties to a Selling, General, Administration And Other Services Agreement effective October 23, 2005 and as amended from time to time (the "SG&A Agreement"), where said SG&A Agreement provides that ASSIGNEE shall be the owner of all developments, modifications, improvements, adaptations of and derivative works, related to the Inventions, whether created by ASSIGNEE or ASSIGNOR or on their behalf ("Developments"); and

WHEREAS ASSIGNOR agrees that it has received full market consideration under the SG&A 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 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

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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.

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

### Research In Motion Corporation

Date:	08/17/10		Pluate
	,	By:	

Name: Tim Martin Title: Authorized Signing officer

## STATEMENT BY WITNESS

I,	Reaan	Child		whose full Post O	ffice Ac	ldress is	
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200	o UniVer	Stu Ave	East	Waterion	00	NOKOA	7.
, i	•		ress of Wit		•	•	

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: 08 7 10

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

Date: <u>08//3//0</u>	Research In Motion Limited  By  Name: Gary Beck  Title: Nullorizeds igning officer
STATEMEN	T BY WITNESS
I, <u>Cinay Schnider</u>	whose full Post Office Address is
2200 UNIVESTY AVE (Address	East Wake 100 ON NOKOM 7 of Witness)
	esent and did see the above named person, amed in the assignment, duly sign and execute
Date: 08/3/10	(Signature of Witness)

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# SCHEDULE "A" to Confirmation and Assignment

Title	Country Code	Appln. No.	File Date	Agent of Record File #	RIM File #
UPLINK SCHEDULING AND	BR BR	0810616-9	25 Apr 2008	0810616-9(200900993)	
RESOURCE ALLOCATION WITH FAST INDICATION	Dr	0010010-9	zumpi zwo	00 (00 10-3(200300333)	08500-DW-LC1
UPLINK SCHEDULING AND RESOURCE ALLOCATION WITH FAST INDICATION	CA	2,685,192	25 Apr 2008	52404-261	32266-CA-PCT
UPLINK SCHEDULING AND RESOURCE ALLOCATION WITH FAST INDICATION	CN	200880022428.9	25 Apr 2008	PA096032A	32266-CN-PCT
UPLINK SCHEDULING AND RESOURCE ALLOCATION WITH FAST INDICATION	EP	07108885.0	24 May 2007	1082-1049	32266-EP-EPA
UPLINK SCHEDULING AND RESOURCE ALLOCATION WITH FAST INDICATION	IN	6505/CHENP/2009	25 Apr 2008	11516(P669)	32266-IN-PCT
UPLINK SCHEDULING AND RESOURCE ALLOCATION WITH FAST INDICATION	JP	2010-504401	25 Apr 2008	F1-09J81CDP	32266-JP-PCT
UPLINK SCHEDULING AND RESOURCE ALLOCATION WITH FAST INDICATION	KR	10-2009-7024602	25 Apr 2008	PA-2M1099/SEH	32266-KR-PCT
UPLINK SCHEDULING AND RESOURCE ALLOCATION WITH FAST INDICATION	US	11/741,562	27 Apr 2007	291010-00943	32266-US-PAT
UPLINK SCHEDULING AND RESOURCE ALLOCATION WITH FAST INDICATION	WO	PCT/CA2008/000771	25 Apr 2008	52404-174	32266-WO-PCT

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**RECORDED: 10/08/2011**