

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3753016

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KEVIN ANDREW IN	10/05/2006
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:	14335577
CORRESPONDENCE DATA	
Fax Number:	(877)769-7945
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	apsi@fr.com
Correspondent Name:	FISH & RICHARDSON P.C.
Address Line 1:	P.O. BOX 1022
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440
ATTORNEY DOCKET NUMBER:	31234-0076002
NAME OF SUBMITTER:	CHRISTIE LOVEN
SIGNATURE:	/Christie Loven/
DATE SIGNED:	02/24/2016
Total Attachments: 7	
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September 28, 2006

Kevin Andrewin
1001 Biltmore Dr.
Elgin IL 60120

Dear Kevin,

We enjoyed meeting with you to discuss potential employment opportunities with Research In Motion Corporation (RIM), and hope that you also found it to be a worthwhile and interesting process. We would like to offer you employment with RIM based on the following terms:

1) **Employment**

- a) **Effective Date** – Your employment with RIM will commence on October 16, 2006 provided that the necessary work visas or permits have been obtained to enable you to work in this position as required in section 5 below.
- b) **Employment Status** – You will be employed on a regular, full-time basis.
- c) **At Will Employment.** Your employment at RIM is “at will”. As such, it is for no definite term and, subject to the provisions of section 4 of this letter agreement, either you or RIM may terminate the employment relationship at any time, for any reason, with or without cause, without any further compensation.
- d) **Title** – Your title will be Regional Technical Manager.
- e) **Reporting Relationship** – You will report to Eric Ritter, Director, WLAN and Enterprise Voice Solutions
- f) **Location** – You will initially work from a home office.
- g) **Working Hours** - RIM’s standard workweek is 40 hours, however you will be required to devote whatever time is necessary to complete the requirements of your position, which may exceed 40 hours per week from time to time.
- h) **Probationary Period** - The initial 6 month period of your employment will be a probationary period, as noted above, at all times your employment at RIM is at will.

2) **Compensation**

- a) **Base Salary** – You will be paid \$113,300.00 US per year, less deductions required by law.
- b) You will be eligible to participate in RIM's ViP (Variable Incentive Pay) Program, an annual incentive program based on both individual and company performance measures. The ViP Program provides you an opportunity to earn an annual payout on top of your annual base salary. The ViP objectives are comprised of profit, revenue growth and individual measures. For your position, the plan provides a target incentive opportunity of 6% of your base earnings. The incentive is payable in the first calendar quarter following the plan year. Please note the ViP is subject to change at the sole discretion of RIM. A summary of the current ViP Program is included in your offer package.
- c) **Incentives in General:** RIM's incentive plans (ViP, SiP) are designed to address the conditions of an ever-changing marketplace, and RIM cannot make definitive representations concerning the continuation of format or the size of individual awards under the plans. The SiP and ViP plans are subject to change at the sole discretion of RIM.

- d) Payroll – Your salary is payable bi-weekly, on alternate Fridays and will be directly deposited into your bank account.
- e) Savings Plan – You will be eligible to defer into RIM's 401k plan effective your hire date. If you choose to participate in the plan, RIM will match your contributions at 100%, up to 3% of base salary on your first full pay period after 6 months of active service. The match will be capped as per the salary deferral maximum set annually by the IRS regulations, further details will be provided to you.

3) Benefits

- a) Benefits – You will be eligible to participate in RIM's US Health Care Plan effective your hire date, further details of which are provided in your enclosed package.
- b) Vacation - You will be entitled to 15 days of annual paid vacation per year, which will accrue at the rate of 1.25 days per month of each calendar year of your service. Your vacation entitlement for your first year of employment will be pro-rated according to your start date. All vacation must be taken and scheduled in accordance with RIM's vacation policy. In some cases your supervisor in his or her discretion may allow you to take one or more vacation days in advance of it being accrued. In the event that your employment is terminated for any reason prior to the accrual of such used vacation days, you agree that the Company shall have the right to deduct the salary that you received for each such used but un-accrued vacation days from any outstanding wages owed to you as of the termination of your employment.

4) Cessation of Employment

You may resign from your employment at any time upon providing two weeks' written notice, which can be waived in whole or in part by RIM.

During your probationary period, RIM may terminate your at will employment at any time without notice or pay in lieu of notice. After completion of your probationary period, RIM may terminate your at will employment at any time by providing you with two (2) weeks' notice or two (2) weeks base pay in lieu of notice. Upon payment of this amount, you shall have no claim against RIM in respect of your employment, for damages or otherwise, except in respect of payment of monies earned, due and owing to date of termination.

You further agree to return all RIM property at time of cessation of employment for any reason.

5) General Terms of Employment

This offer is contingent on your (i) being legally entitled to work in the United States (ii) successfully obtaining any and all necessary work visas or permits to enable you to work in this position. It is also contingent upon your signing the enclosed Business Standards and Principles and Confidentiality and Intellectual Property Agreement. If you are not an American citizen, please contact RIM's Recruitment Manager immediately at rmanager@rim.com to discuss under what arrangements you are legally eligible to work in the United States. You must contact the Recruitment Manager prior to accepting this offer and returning a signed copy to RIM.

This Letter Agreement shall be governed by and construed under the laws of the State of New York. In addition, both parties hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising out of matters related to this Letter Agreement, which waiver you agree is informed and voluntary.

To confirm your acceptance of this offer, please sign below and return one copy in the attached envelope on or before October 5th, 2006 including the other documents listed on the summary sheet in your package.

I believe RIM offers you the challenges and rewards you seek. I look forward, with enthusiasm, to your confirmation.

Sincerely,


Cathy Marks
Manager, Recruitment Americas

I confirm that I have read and understood the above, and accept this offer of employment and agree to comply with the employment policies, rules and practices of the Company now in force or which may be amended, revised or adopted from time to time. I further agree to comply with the attached Business Standards and Principles and related documents which include, but are not limited to, the Confidentiality and Intellectual Property Agreement and Insider Trading Policy. I confirm that no representation or inducement has caused me to leave any previous employment. I also understand and consent to the fact that in the course of employment, RIM will be required, from time to time, to collect, use and disclose personal information to administer the employment relationship.

Accepted: Kevin Andrewin Date: 10/05/2006
Kevin Andrewin



In consideration of my employment with or engagement by Research In Motion Limited or the affiliate of Research In Motion Limited who is employing or engaging me, as set out in the offer letter to me (the appropriate entity called, RIM), I (Employee/Consultant) hereby agree to the following, together with any addendum to this Agreement:

Definitions

In this Agreement

Confidential Information: means trade secrets and other confidential or proprietary information of RIM, or of companies affiliated, associated, or related to RIM, including without limitation Research In Motion Limited, and their respective suppliers, distributors, customers, or other business partners (**Associates**), that is not generally known to the public and (i) that has been specifically identified as confidential or proprietary by RIM, (ii) the nature of which is such that it would generally be considered confidential in the industry in which RIM operates, or (iii) that RIM is obligated to treat as confidential or proprietary. By way of illustration, Confidential Information includes all Developments (as defined below) and all financial, legal, and corporate information; marketing information; research, product, technical, and manufacturing information; personnel information; and customer, distributor, and supplier information related to RIM or its Associates; and

- **Developments:** means all inventions, ideas, concepts, designs, improvements, discoveries, modifications, computer software, and other results that are conceived of or developed, written, or reduced to practice by Employee/Consultant in the course of his/her employment with or engagement by RIM, and includes all world-wide intellectual property and other proprietary rights therein.

Confidential Information

- **Non-disclosure, Use, and Reproduction of Confidential Information:** Employee/Consultant shall keep all Confidential Information confidential and shall not, either during or subsequent to his/her employment with or engagement by RIM, disclose, allow access to, use, or reproduce Confidential Information except as required to perform his/her duties for RIM and in accordance with all procedures established by RIM for the protection of Confidential Information.
- **Return of Materials, Equipment, and Confidential Information:** Upon request by RIM, and in any event upon conclusion of Employee/Consultant's employment with or engagement by RIM, Employee/Consultant shall immediately return to RIM all Confidential Information and all other materials in Employee/Consultant's possession or control that are owned by or relate to the business or affairs of RIM or its Associates.

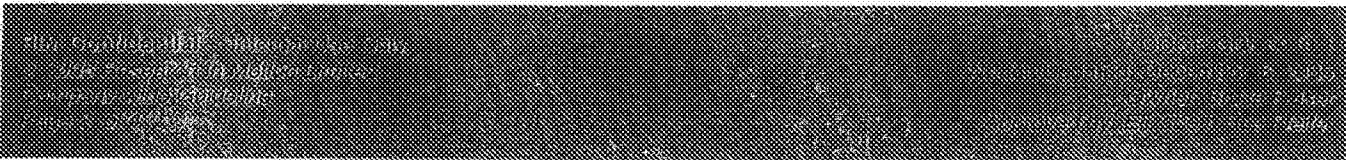


Developments

- **Acknowledgement of Ownership:** RIM shall be the exclusive owner of all Confidential Information and all Developments. Employee/Consultant hereby assigns to RIM all right, title, and interest in and to the Developments, effective at the time each is created. Further, Employee/Consultant irrevocably waives all moral rights that he/she may have in the Developments. Employee/Consultant shall, during the term of Employee/Consultant's employment with or engagement by RIM, make full and prompt disclosure to RIM of all Developments.

Excluded Developments: RIM shall not own any development that Employee/Consultant establishes (i) was developed entirely on his/her own time, (ii) was developed without the use of any RIM equipment, supplies, facilities, services, or Confidential Information, (iii) does not relate directly to the business or affairs of RIM during the term of Employee/Consultant's employment with or engagement by RIM or to the actual or demonstrably anticipated research or development of RIM during this period, and (iv) does not result from any work performed by Employee/Consultant for RIM ("Excluded Developments").

- **Disclosure of Developments:** To avoid any disputes regarding ownership of Developments, Employee/Consultant shall, within five days following execution of this Agreement, provide RIM with a general written description of any Developments he/she believes RIM does not own, whether because they are Excluded Developments or because they were developed prior to Employee/Consultant performing any services for RIM ("Prior Developments").
- **Employee/Consultant Owned Inventions:** Employee/Consultant hereby represents and warrants to and covenants with RIM that he/she shall only use or incorporate any Prior Development or Excluded Development into a RIM process, product, machine, or service, if Employee/Consultant (i) owns all proprietary interest in that Development and (ii) grants to RIM at no charge, a non-exclusive, irrevocable, perpetual, world-wide license to use, distribute, transmit, broadcast, sub-license, produce, reproduce, perform, publish, practice, make, and modify the Prior Development or Excluded Development, as applicable.
- **Prior Employer and Third Party Information** – Employee/Consultant hereby represents and warrants to and covenants with RIM that during his/her employment with or engagement by RIM (i) Employee/Consultant will not improperly use or disclose any confidential or proprietary information of any third party or of Employee/Consultant's former or current employers, partners, customers, or other business associates and (ii) Employee/Consultant will not, without prior consent, bring onto RIM's premises any unpublished documents or any property belonging to any such persons or entities.





Miscellaneous

- **Further Acts:** Employee/Consultant agrees to co-operate fully with RIM, both during and after his/her employment with or engagement by RIM, with respect to signing further documents and doing such acts and other things reasonably requested by RIM to confirm RIM's ownership of Developments or the waiver of Employee/Consultant's moral rights therein or to otherwise confirm Employee/Consultant's obligations to RIM, provided that RIM pays all of Employee/Consultant's expenses in doing so and, if such acts are required after the conclusion of Employee/Consultant's employment with or engagement by RIM, that RIM pays reasonable compensation to Employee/Consultant.
- **Enforcement:** Employee/Consultant acknowledges and agrees that damages may not be an adequate remedy to compensate RIM for any breach of Employee/Consultant's obligations under this Agreement, and accordingly agrees that in addition to any and all other remedies available, RIM shall be entitled to obtain relief by way of a temporary or permanent injunction to enforce these obligations.
- **Counterparts:** This Agreement may be executed by facsimile and in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.
- **Miscellaneous:** This Agreement shall be governed by the laws of Ontario and the federal laws of Canada applicable therein, and the parties hereby submit to the non-exclusive jurisdiction of the courts of the Province of Ontario. If any provision of this Agreement is declared excessively broad, it shall be construed so as to afford RIM the maximum protection permissible by law. If any provision of this Agreement is void or is declared void, the provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. This Agreement sets forth the entire Agreement relating to the subject-matter hereof, and any other representations, promises, or conditions that are not in writing and signed by both parties shall not be binding on either party. The covenants contained in this Agreement shall survive termination of the employment or consulting relationship giving rise to this Agreement. The provisions of this Agreement shall be binding on Employee/Consultant and his/her legal representative and on RIM and its successors and assigns.



Organizational Development

Employee, Consultant Confidentiality and Intellectual Property Agreement

I acknowledge that, before signing this agreement, I was given an opportunity to read, evaluate, and discuss this Agreement with my personal advisors and with representatives of RIM. Having read and fully understood this agreement, I have executed this Agreement on the 5th day of OCTOBER, 2006.

SIGNED AND DELIVERED on the <u>5th</u> day of <u>OCTOBER</u> , 200 <u>6</u> in the presence of:	
Signature of Witness	<u>Kevin Andrewin</u>
Name of Witness (Print)	<u>KEVIN ANDREWIN</u>
Address of Witness (Print)	<u>Ronald E. Isesen</u>
Signature of Employee/Consultant	
Name of Employee/Consultant (Print)	

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 "OFFICIAL SEAL"
 RONALD E. ISSEN
 NOTARY PUBLIC, STATE OF ILLINOIS
 MY COMMISSION EXPIRES 07/21/2010

