

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3806897

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALISON PHILLIPS	11/16/2015
BRIAN PASCHKE	10/21/2008
JODIE FLETCHER	09/11/2007
RECEIVING PARTY DATA	
Name:	BLACKBERRY LIMITED
Street Address:	2200 UNIVERSITY AVENUE EAST
City:	WATERLOO, ONTARIO
State/Country:	CANADA
Postal Code:	N2K 0A7
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29540298
CORRESPONDENCE DATA	
Fax Number:	(561)989-9812
<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>	
Phone:	561-989-9811
Email:	ptoboca@fggbb.com
Correspondent Name:	FLEIT GIBBONS GUTMAN BONGINI & BIANCO P.
Address Line 1:	551 NW 77TH STREET
Address Line 2:	SUITE 111
Address Line 4:	BOCA RATON, FLORIDA 33487
ATTORNEY DOCKET NUMBER:	49496-US-DES[2]
NAME OF SUBMITTER:	JON GIBBONS
SIGNATURE:	/Jon Gibbons/
DATE SIGNED:	03/30/2016
Total Attachments: 18	
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WORLDWIDE ASSIGNMENT

WHEREAS, I/WE, (hereinafter referred to as the "ASSIGNOR(S)");

Jodie Elizabeth FLETCHER, 71 Peterson Place, Kanata, Ontario, K2L 4A8, Canada

Brian Dennis PASCHKE, 911 60 Bathurst, Toronto, Ontario, M5V 2P4, Canada

Alison PHILLIPS, 83 Elmsthorpe Avenue, Toronto, Ontario, M5P 2C8, Canada

am an/are inventor(s) of an invention entitled **STEREO HEADSET** ("Invention") for which one or more applications for patent, design registration, utility model registration, or other form of protection, rights, or title have been or will be made in certain countries ("Applications"), as further described below:

US, APPLICATION # 29/540,298, FILED September 23, 2015

AND WHEREAS, **BLACKBERRY LIMITED**, (hereinafter referred to as the "ASSIGNEE"), a company organized under the laws of the Province of Ontario, Canada, having a place of business at 2200 University Avenue East, Waterloo, Ontario, N2K 0A7, Canada, is desirous of acquiring the full and exclusive right, title and interest in and to said Invention, said Applications inclusive of all ancillary rights relating thereto, any and all priority rights derived from said Applications, and all patents, design registrations, utility model registrations and other forms of protection, rights and titles relating to said Invention, in any country or countries and in respect of the whole or any part or parts of or improvements to the Invention;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR(S) does/do hereby confirm that ASSIGNOR(S) has/have transferred, conveyed and assigned, and by way of further assurance does/do hereby transfer, convey and assign, any and all of ASSIGNOR(S)'s respective rights, title and interest in and to: the Invention; the Applications; inclusive of any and all priority rights, including the right to claim priority, derived from the Applications; any further applications for patent, design registration, utility model registration or other forms of protection, rights or titles for the whole or any part or parts of or improvements to the Invention 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 Invention; the right in and to any patent or reissue patent relating to the 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 Invention, Applications, Grants,

Further Applications, Divisionals and Extensions, whether such acts are committed before or after the date of this Worldwide Assignment; with the intent that the Invention, Applications, Grants, Further Applications, Divisionals and Extensions are owned and enjoyed by ASSIGNEE absolutely to the full end of the term or terms for same.

ASSIGNOR(S) does/do hereby agree, upon request, to provide assistance and to execute any and all further documents, at the expense of ASSIGNEE and/or its successors and assigns (as applicable), which may be necessary or desirable to enable ASSIGNEE, and/or its successors and assigns (as applicable), to file, prosecute, bring proceedings and take other actions with respect to any and all of the Invention, 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(S) further agrees/agree to execute, upon request and at the expense of ASSIGNEE and/or its successors and assigns (as applicable), any and all further documents which may be necessary or desirable to vest or perfect the title of ASSIGNEE therein.

ASSIGNOR(S) does/do hereby authorize ASSIGNEE or its patent agents or attorneys to insert, above, the jurisdictions, application numbers, filing dates and any other indicia identifying the Applications when such information is available for the purpose of recording this assignment.

ASSIGNOR(S) does/do hereby authorize and request The Commissioner of Patents or any equivalent authority to issue to ASSIGNEE each and every patent, registration and other form of protection, right, and title granted upon the Applications, Further Applications, Divisionals and Extensions.

THIS WORLDWIDE ASSIGNMENT shall inure to the benefit of ASSIGNEE and its successors and assigns, and shall be binding upon ASSIGNOR(S) and their successors and permitted assigns.

DELIVERY of this Worldwide Assignment by copy, however transmitted, constitutes valid and effective delivery. This Worldwide Assignment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original, and such counterparts shall together constitute one and the same instrument.

BlackBerry Family Ref. No.: 49496-US-DES

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

Jodie Elizabeth FLETCHER
71 Peterson Place
Kanata, Ontario, K2L 4A8, Canada

Date: _____

STATEMENT BY WITNESS

I, _____, whose full Post Office address is

(Address of Witness)

hereby declare that I was personally present and did see the above named person, personally known to me to be a person named in the Worldwide Assignment, duly sign and execute same.

(Signature of Witness)

Date: _____

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

.....
Brian Dennis PASCHKE
911 60 Bathurst
Toronto, Ontario, M5V 2P4, Canada

Date:

STATEMENT BY WITNESS

I,, whose full Post Office address is

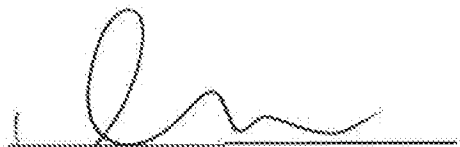
.....
(Address of Witness)

hereby declare that I was personally present and did see the above named person, personally known to me to be a person named in the Worldwide Assignment, duly sign and execute same.

.....
(Signature of Witness)

Date:

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



Alison PHILLIPS
83 Elmsthorpe Avenue
Toronto, Ontario, M5P 2C8, Canada

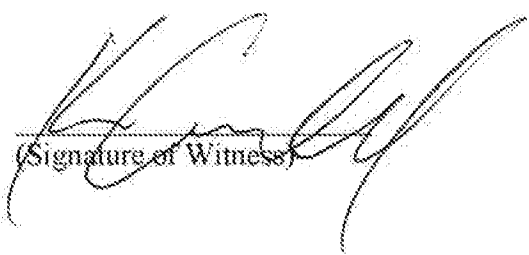
Date: NOV 16 '15

STATEMENT BY WITNESS

I, Kevin Campbell, whose full Post Office address is

83 Elmsthorpe Ave
(Address of Witness)

hereby declare that I was personally present and did see the above named person, personally known to me to be a person named in the Worldwide Assignment, duly sign and execute same.



(Signature of Witness)

Date: NOV 16 2015



In consideration of my employment with or engagement by Research In Motion Limited or by a subsidiary or an affiliate of Research In Motion Limited (the appropriate entity called, "RIM") who is employing or engaging me, as set out in the corresponding offer letter to or agreement with me ("Offer Letter") and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), I (Employee/Consultant) hereby agree to the following, together with any addendum to this Agreement:

1. Definitions

1.1. In this Agreement "Confidential Information" means:

1.1.1. all trade secrets, confidential, private or secret information, know how, or proprietary information (whether such is in writing, or in electronic, oral or any other form or medium) of RIM, or of entities affiliated, associated, or related to RIM (each a "RIM Group Member") including without limitation Research In Motion Limited, and their respective employees, consultants, sponsored researchers, suppliers, distributors, customers, and other business partners (together with RIM Group Members, "Associates");

1.1.2. information that has been specifically identified or designated as confidential or proprietary by RIM or its Associates;

1.1.3. information that is by its nature such that RIM or RIM Group Members would consider it to be confidential or the nature of which is such that it would generally be considered confidential in the industry in which RIM or RIM Group Members operate, or that RIM or a RIM Group Member is obligated to treat as confidential or proprietary such as, without limitation, financial, business, legal, and corporate information and information and materials otherwise relating in any manner to the business affairs of RIM or its Associates, marketing information, strategies and tactics, research, product, technical, and manufacturing information; personnel information, personal information, and customer, distributor, and supplier information and information about other commercial relationships, of or related to RIM or its Associates; and

1.1.4. Developments.

1.2. "Developments" means all Intellectual Property that is created, developed, authored, conceived, reduced to practice or originated ("Developed") by Employee/Consultant (whether wholly or partly and whether individually or in collaboration with others) in the course of Employee/Consultant's employment with or engagement by RIM or in performing duties specifically assigned to Employee/Consultant, whether during normal working hours or not.

Developments exclude any Intellectual Property that Employee/Consultant establishes in accordance with the provisions set out below (and at Section 6) meet all of the conditions set out in Subsections 1.2.1 to 1.2.5 below ("Excluded Developments"):

1.2.1. was Developed entirely on Employee/Consultant's own time;

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- 1.2.2. was Developed without the use of any RIM Property or Confidential Information;
- 1.2.3. does not relate to the business or affairs of RIM or its Associates or to research or development activities of RIM or its Associates during the term of Employee/Consultant's employment with or engagement by RIM or to the actual or reasonably anticipated business, research or development activities of RIM or its Associates during this period;
- 1.2.4. was not suggested by or resulted from matters which Employee/Consultant was aware of as a result of Employee/Consultant's employment with or engagement by RIM or any work performed by Employee/Consultant for RIM or a RIM Group Member; and
- 1.2.5. was not within the scope and is unrelated to Employee/Consultant's general duties to RIM

For clarity, it is agreed that Developments include any Intellectual Property Developed by Employee/Consultant that does not meet any of the conditions set out in Subsections 1.2.1 to 1.2.5 above.

- 1.3. **Intellectual Property** means any and all intellectual and industrial property, whether recorded or not and regardless of form or method of recording, including without limitation all works in which copyright subsists or may subsist, such as computer software, systems, tools, data bases (whether or not protected by copyright), concepts, data, coding, images, designs, documentation, books and records, industrial designs, specifications, trade secrets, confidential information, ideas, concepts, know-how, trade marks, service marks, trade names, domain names, discoveries and inventions, improvements and modifications, integrated circuit topographies and mask works.
- 1.4. **"Intellectual Property Rights"** includes all intellectual, industrial and other proprietary rights in any Intellectual Property including without limitation all rights in trade marks, service marks, trade names, domain names, discoveries, inventions, patents, copyrights, designs, industrial designs, integrated circuit topographies, mask works, trade secrets, confidential information, and the right to apply for, and applications and registrations for, the foregoing.
- 1.5. **"RIM Property"** means any and all real or personal property including without limitation all tangible and intangible personal property (such as Intellectual Property or Intellectual Property Rights) equipment, hardware, supplies, facilities, materials, and services, of or belonging to, or owned, licensed, provided, or used by, RIM or Associates in the conduct of its business.

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2. NON-DISCLOSURE AND RESTRICTION ON USE AND REPRODUCTION OF CONFIDENTIAL INFORMATION AND RIM PROPERTY

- 2.1. Employee/Consultant shall keep, and shall take all necessary steps to keep all Confidential Information in strict confidence. Employee/Consultant shall not, directly or indirectly, either during or subsequent to Employee/Consultant's employment with or engagement by RIM, disclose, allow access to, use, or reproduce any Confidential Information except as required to perform Employee/Consultant's duties for RIM, except to the extent expressly permitted herein.
- 2.2. Any disclosure, access, use or reproduction of Confidential Information either internally or, where expressly permitted herein, externally to RIM must be limited to those individuals who require the same for the proper performance of their duties to RIM (i.e. with the "need to know") and such disclosure, access, use or reproduction shall be in accordance with all procedures established by RIM for the protection of Confidential Information and in respect of any external party, only after the external party to whom the information is disclosed has entered into a written non-disclosure and confidentiality agreement approved by RIM which expressly extends to the purposes for which the disclosure is to be made.

3. RETURN OF RIM PROPERTY 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 RIM Property that is in Employee/Consultant's possession, power, or control

4. OWNERSHIP OF DEVELOPMENTS AND RIM PROPERTY

- 4.1. Employee/Consultant shall promptly and fully disclose in writing to RIM any Developments Developed by the Employee/Consultant either solely or jointly with others.
- 4.2. It is agreed that all worldwide rights including all worldwide Intellectual Property Rights in the Developments shall automatically vest in and be the exclusive property of RIM immediately on its creation and regardless of the stage of its completion. To the extent that any such rights have not or do not automatically vest in RIM hereunder, (i) Employee/Consultant hereby assigns and conveys (and if necessary, agrees to assign and convey) all such rights to RIM to the extent permissible by applicable law or otherwise, (ii) Employee/Consultant holds them in trust for RIM to the extent and for the duration that they have not fully vested or transferred to RIM, and (iii) RIM may, at its discretion, take such steps as it deems

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reasonably appropriate to secure and perfect its Intellectual Property Rights in the Developments anywhere in the world.

4.3. Without limiting the forgoing, Employee/Consultant hereby also acknowledges and agrees that RIM is and shall be the exclusive owner of all Confidential Information and RIM Property including all tangible personal property Developed by Employee/Consultant (whether wholly or partly and whether individually or in collaboration with others) in the course of Employee/Consultant's employment with or engagement by RIM or in performing duties specifically assigned to Employee/Consultant, whether during normal working hours or not.

5. **WAIVER OF MORAL RIGHTS**

Employee/Consultant agrees to waive and hereby waives unconditionally and irrevocably any and all Employee/Consultant's moral rights and rights of a similar nature which Employee/Consultant now or in the future may have in the Confidential Information, RIM Property and Developments (including rights in existing works and works which may come into existence after the date hereof) in which copyright may subsist in any or all jurisdictions around the world, to the extent that such rights may be waived in each respective jurisdiction. Without limiting the generality of the foregoing, this waiver extends to any and all acts of RIM or its Associates and acts of third persons done with the authority of any of them and their successors and assigns.

6. **DISCLOSURE OF EXCLUDED DEVELOPMENTS**

To avoid any disputes regarding ownership of Excluded Developments, the Employee/Consultant shall, subject to Section 8 (the Prior Employer and Third Party Information section) below, within five days following execution of this Agreement and, throughout the term of employment/engagement, within five days of having Developed any Intellectual Property that Employee/Consultant believes to be an Excluded Development, provide RIM with a non-confidential general written description of any Excluded Developments specifying the reasons why such development (if any) is excluded. If the Employee/Consultant fails to make this disclosure within the time specified, the Employee/Consultant is deemed to have represented that any disclosure of Excluded Development within that time (if any) comprises the full extent of Employee/Consultant's disclosure of Excluded Developments. No disclosure made under this Section 6 shall be binding on RIM and no action or inaction by RIM following receipt of such disclosure or becoming aware of any such developments shall waive, limit, or release any rights that RIM may have in or to any such developments.

7. **EMPLOYEE/CONSULTANT OWNED EXCLUDED DEVELOPMENTS**

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Employee/Consultant agrees that Employee/Consultant shall only use or incorporate or permit any other person to use or incorporate any Excluded Development into a RIM process, product, system, machine, service, Development or other RIM Property if Employee/Consultant owns all Intellectual Property Rights in the Excluded Development, obtains RIM's prior written approval from a Vice President of RIM and waives all of Employee/Consultant's moral rights and rights of a similar nature which Employee/Consultant now or in the future may have in the Excluded Development in each jurisdiction around the world, to the extent that such rights may be waived. For any Excluded Development incorporated into any RIM process, product, system, machine, service, Development or other RIM Property Employee/Consultant hereby grants at no charge to RIM and its Associates, a non-exclusive, irrevocable, non-terminable, perpetual, transferable, royalty-free, world-wide license, with the right to sublicense, to use, distribute, transmit, broadcast, produce, reproduce, perform including perform in public, communicate in or to the public, publish, practice, make, have made, sell, offer to sell, modify and made derivative works of, the Excluded Development and to otherwise exercise any Intellectual Property Right in the Excluded Development.

8. PRIOR EMPLOYER AND THIRD PARTY INFORMATION

8.1. Employee/Consultant agrees that during Employee/Consultant's employment with or engagement by RIM:

8.1.1. Employee/Consultant will not use or disclose any trade secrets, confidential or proprietary information or works in which copyright subsists of any third party including any of Employee/Consultant's former or current employers, partners, customers, or other business associates except as permitted by law or contract; and

8.1.2. Employee/Consultant will not, without RIM's prior written approval, bring onto RIM's premises unpublished documents (in print, electronic or any other recorded form) or any property belonging to any persons or entities identified in clause 8.1.1 above except as permitted by law or contract.

8.2. Employee/Consultant represents, warrants and covenants to RIM that any offer, acceptance and/or performance of employment/consultancy does not and shall not violate any agreement between Employee/Consultant and any third party, including, without limitation, any employment/consulting agreement, non-competition agreement, non-solicitation agreement, or confidentiality agreement and that in hiring Employee/Consultant RIM is not inducing Employee/Consultant to breach any agreement between Employee/Consultant and any such third party.

9. FURTHER ACTS

Employee/Consultant hereby agrees to assist and to co-operate fully with RIM, both during and after Employee/Consultant's employment with or engagement by RIM, and will, at RIM's expense, sign further documents and do such acts and

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other things reasonably requested by RIM to confirm and record (i) RIM's ownership of Developments and Confidential Information and RIM Property and (ii) the waiver of Employee/Consultant's moral and other rights therein and to otherwise confirm Employee/Consultant's obligations to RIM, and assist RIM to obtain registration or protection of, to enforce its rights in, and to enjoy the full and exclusive benefit of, the Confidential Information, Developments and RIM Property.

10. ENFORCEMENT

10.1. 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 or through other equitable relief to enforce these obligations without the requirement of posting a bond or other security or the requirement of providing proof of irreparable harm. Employee/Consultant acknowledges the importance to RIM of the strict compliance with the terms of this Agreement and acknowledges that RIM's interest in the strict enforcement thereof will outweigh the balance of convenience or harm which Employee/Consultant may suffer as a result of the strict enforcement of its obligations hereunder.

10.2. The Employee/Consultant shall fully indemnify and hold harmless RIM in respect of any loss or damage cause by any breach of the terms of this Agreement by the Employee/Consultant.

10.3. The Employee/Consultant agrees that RIM Group Members are an intended third party beneficiary of this Agreement. Accordingly, Employee/Consultant agrees that any RIM Group Member may enforce the terms of this Agreement against Employee/Consultant and obtain any relief that may be available for the breach hereof including injunctive relief, damages, and an accounting of profits, but this Agreement shall not convey any Intellectual Property rights on any other third party.

11. SEVERABILITY

In the event any or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement but (i) if permitted by applicable law, there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue, and (ii) if substitution is not permitted by applicable law, this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and the Agreement shall be carried out as nearly as possible according to its original terms and intent, and (iii) if and to the extent this Agreement is held to be invalid, illegal or

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unenforceable, or if this Agreement is construed as if such invalid, illegal or unenforceable provision had never been set forth herein, then the provisions of any previous employee/consultant confidentiality and intellectual property agreement or agreements between RIM and Employee/Consultant shall continue to apply with respect to the Agreement or such portions thereof that are held to be invalid, illegal or unenforceable, subject to the provisions of Section 14.2.

12. 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.

13. CHOICE OF LAW AND JURISDICTION

13.1. The choice of law and jurisdiction provisions set out in the Offer Letter shall apply to this Agreement and shall prevail without regards to conflict of laws principles.

13.2. In the event that there is no choice of law provision set out in the Offer Letter or in the event there is no Offer Letter, this Agreement shall be governed by the laws of the place of incorporation of the RIM entity to whom the Employee/Consultant is providing Employee/Consultant's services.

13.3. In the event that there is no jurisdiction clause set out in the Offer Letter, or in the event there is no Offer Letter the parties hereto agree to submit all disputes arising out of or in connection with this Agreement to the Court located in the jurisdiction of place of domicile of the Employee/Consultant.

14. ENTIRE AGREEMENT

14.1. This Agreement including Appendix A and Employee/Consultant's Offer Letter set forth the entire agreement relating to the subject-matter hereof, and any other representations, promises, or conditions that are not in writing and accepted by both parties (electronically or by signing below) shall not be binding on either party. The terms and conditions of 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. For clarity, nothing herein is intended to limit or derogate from any other obligation that Employee/Consultant may owe to RIM under applicable law including under common law, equity, or contract.

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14.2. Unless otherwise agreed in writing by both parties, to the extent of any conflicting provisions between this Agreement and (i) an Offer Letter, the terms of the Offer Letter shall prevail, (ii) the provisions in Appendix A of this Agreement, the provisions of Appendix A shall prevail, and (iii) the provisions of any subsisting employee/consultant confidentiality and intellectual property agreement, the provisions of this Agreement shall prevail, in each case only to the extent of the conflict.

I acknowledge that, before signing this agreement (whether by indicating my acceptance electronically or by signing below), I was given an opportunity to read, evaluate, and discuss this Agreement with my counsel and personal advisors and with representatives of RIM. Having read and fully understood this agreement, I have executed this Agreement on the 21 day of October, 2008.

SIGNED, SEALED AND DELIVERED on the 21
day of October, 2008 in the presence
of:

[Signature]
Signature of Witness

[Signature] (Seal)
Signature of Employee/Consultant

SUSAN MCKINNEY
Name of Witness (Print)

Brian Paschke
Name of Employee/Consultant (Print)

3050 RIVER DOUGLASS # 990 SAN DIEGO, CA
Address of Witness (Print) 92110

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organizational
development

Employee/Consultant Confidentiality and Intellectual Property Agreement

Appendix A – Local Country Variations

N/A

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PATENT
REEL: 038300 FRAME: 0953



New Employee/Consultant Confidentiality and Intellectual Property Agreement

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. Any such disclosure, access, use or reproduction of Confidential Information either internally or externally to RIM must be limited to those individuals with the "need to know" to perform their duties and be made 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 subject to the Prior Employer and Third Party Information section below, 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 use or disclose any trade secrets or confidential or proprietary information of any third party or of Employee/Consultant's former or current employers, partners, customers, or other business associates except as permitted by law or contract; and (ii) Employee/Consultant will not, without prior written consent, bring onto RIM's premises unpublished documents or any property belonging to any such persons or entities except as permitted by law or contract. Employee/Consultant hereby further represents and warrants to and covenants with RIM that, to the best of his/her knowledge, any offer, acceptance and/or performance of employment/consultancy does not and shall not amount to any violation of any agreement between Employee/Consultant and any third party, including, without limitation, any employment/consulting agreement, non-competition agreement, non-solicitation agreement, and confidentiality agreement and that in hiring Employee/Consultant RIM shall not be inducing Employee/Consultant to breach any agreement between RIM and such third party.

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 and employee's offer letter set 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 terms and conditions of 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.



New Employee/Consultant Confidentiality and Intellectual Property Agreement

I acknowledge that, before signing this agreement (whether electronically or by signing below), 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 ___ day of _____, 200__.

SIGNED AND DELIVERED on the 11 day of SEPTEMBER, 2007 in the presence of:

Donley Hamilton
Signature of Witness

Donley A. Hamilton
Name of Witness (Print)

138 Rustwood Private Ottawa
Address of Witness (Print) K2J-5L7

Jodie Fletcher
Signature of Employee/Consultant

JODIE FLETCHER.
Name of Employee/Consultant (Print)