

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3934743

|   |                              |                       |
|---|------------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT               |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                   |                       |
| <b>CONVEYING PARTY DATA</b>   |                              |                       |
|   | <b>Name</b>                  | <b>Execution Date</b> |
|   | JOHN NETTO                   | 02/28/2006            |
| <b>RECEIVING PARTY DATA</b>   |                              |                       |
| <b>Name:</b>  | RESEARCH IN MOTION LIMITED   |                       |
| <b>Street Address:</b>  | 295 PHILLIP STREET           |                       |
| <b>City:</b>  | WATERLOO, ONTARIO            |                       |
| <b>State/Country:</b>   | CANADA                       |                       |
| <b>Postal Code:</b>   | N2L 3W8                      |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |                              |                       |
| <b>Property Type</b>  | <b>Number</b>                |                       |
| <b>Application Number:</b>  | 14812413                     |                       |
| <b>CORRESPONDENCE DATA</b>  |                              |                       |
| <b>Fax Number:</b>  | (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> |                              |                       |
| <b>Email:</b>   | apsi@fr.com                  |                       |
| <b>Correspondent Name:</b>  | FISH & RICHARDSON P.C.       |                       |
| <b>Address Line 1:</b>  | P.O. BOX 1022                |                       |
| <b>Address Line 4:</b>  | MINNEAPOLIS, MINNESOTA 55440 |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 29717-2022001                |                       |
| <b>NAME OF SUBMITTER:</b>   | CHRISTIE LOVEN               |                       |
| <b>SIGNATURE:</b>   | /Christie Loven/             |                       |
| <b>DATE SIGNED:</b>   | 06/24/2016                   |                       |
| <b>Total Attachments: 2</b>   |                              |                       |
| source=48859_John Netto_Employ Agmt#page1.tif   |                              |                       |
| source=48859_John Netto_Employ Agmt#page2.tif   |                              |                       |



## *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**

1. 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**

2. **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.

3. **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**

4. **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.

5. **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**").

6. **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**").

7. **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.

**8. 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


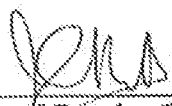
**9. Further Acts** - Employee/Consultant agrees to co-operate fully with RIM, both during and after his/her employment with or engagement by RIM, with respect to signing further documents and doing such acts and other things reasonably requested by RIM to confirm RIM's ownership of Developments or the 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.

**10. 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.

**11. 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.

**12. 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.

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 29<sup>th</sup> day of FEB, 2006.

|   |   |
|---|---|
| SIGNED AND DELIVERED on the <u>29</u> day of <u>FEBRUARY</u> , 200 <u>6</u> in the presence of: |   |
|              |  |
| Signature of Witness  | Signature of Employee/Consultant  |
| <u>EDA CALDEIRA</u>   | <u>JOHN NETTO</u>   |
| Name of Witness (Print)   | Name of Employee/Consultant (Print)   |
| <u>53 LYBALT CRESS NEPEAN K2H 8J6</u>   |   |
| Address of Witness (Print)  |   |