

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3951640

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	DISTRIBUTION AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
ASCENDENT TELECOMMUNICATIONS INC.		02/13/2014
RECEIVING PARTY DATA		
Name:	BLACKBERRY CORPORATION	
Street Address:	3001 BISHOP DRIVE, SUITE 400	
City:	SAN RAMON	
State/Country:	CALIFORNIA	
Postal Code:	94583	
PROPERTY NUMBERS Total: 25		
Property Type	Number	
Application Number:	10144714	
Application Number:	10440090	
Application Number:	11604740	
Application Number:	11775960	
Application Number:	11777703	
Application Number:	11842399	
Application Number:	11926724	
Application Number:	12203160	
Application Number:	12695650	
Application Number:	11476760	
Application Number:	11748679	
Application Number:	09593543	
Application Number:	09593541	
Application Number:	09879917	
Application Number:	60185070	
Application Number:	60139498	
Application Number:	60211392	
Application Number:	09599554	
Application Number:	60140898	
PCT Number:	US0016252	

PATENT

Property Type	Number
PCT Number:	US0016251
PCT Number:	US0016255
PCT Number:	US0415815
PCT Number:	US0315220
PCT Number:	US0017294

CORRESPONDENCE DATA

Fax Number: (519)883-4935

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.

Phone: 519-597-1590

Email: patentformaldocs@blackberry.com

Correspondent Name: BLACKBERRY LIMITED - JAMIE-LYN

Address Line 1: 2200 UNIVERSITY AVENUE E.

Address Line 4: WATERLOO, ONTARIO N2K 0A7

ATTORNEY DOCKET NUMBER:	31124 AND 31125
NAME OF SUBMITTER:	JAMIE-LYN HORWOOD
SIGNATURE:	/Jamie-Lyn Horwood/
DATE SIGNED:	07/07/2016

Total Attachments: 2

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DISTRIBUTION AGREEMENT

This DISTRIBUTION AGREEMENT ("Agreement") is made by ASCENDENT TELECOMMUNICATIONS INC., a California corporation ("Subsidiary") and BLACKBERRY CORPORATION, a Delaware corporation ("Parent").

WHEREAS, Parent owns all of the issued and outstanding shares of Subsidiary;

WHEREAS, Parent and Subsidiary have authorized the liquidation and dissolution of Subsidiary (the "Liquidation"); and

WHEREAS, in connection with the Liquidation, Subsidiary desires to distribute all of its assets to Parent, as the sole shareholder of Subsidiary, and Parent desires to accept such distribution.

NOW, THEREFORE, the parties hereby agree as follows:

1. Subsidiary does hereby grant, bargain, sell, convey, transfer, assign, set over, deliver and distribute unto Parent, any and all of the assets (real, personal, intangible or otherwise) of Subsidiary, subject to all existing liens, mortgages, pledges and security interests of any kind (collectively, the "Distributed Assets").

2. Parent, by execution and delivery of this Agreement, hereby assumes and agrees to pay or otherwise perform when due all of the obligations and liabilities, direct or indirect, of Subsidiary (the "Assumed Liabilities").

3. Each of Subsidiary and Parent agrees that it will hereafter execute and deliver any further documents, instruments or agreements which may be necessary or which may be deemed reasonably necessary by the other party to distribute all of the Distributed Assets

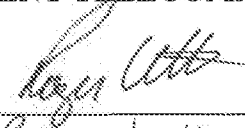
from Subsidiary to Parent and to assume all of the Assumed Liabilities from Subsidiary to Parent in accordance with this Agreement. Subsidiary hereby irrevocably constitutes and appoints Parent the true and lawful attorney of Subsidiary for and in the name of or otherwise on behalf of Subsidiary with full power of substitution to sign and file tax returns and make and file all elections in connection therewith and to execute all acts, deeds, matters and things as may be reasonably required to carry out this Agreement. The power of attorney set forth herein is granted by Subsidiary to Parent in contemplation of the dissolution of Subsidiary and, being coupled with an interest, it will not be revoked by the dissolution of Subsidiary or be otherwise revoked.

4. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Delaware. This Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

IN WITNESS WHEREOF, Subsidiary and Parent have caused this Agreement to be executed as of February 13, 2014.

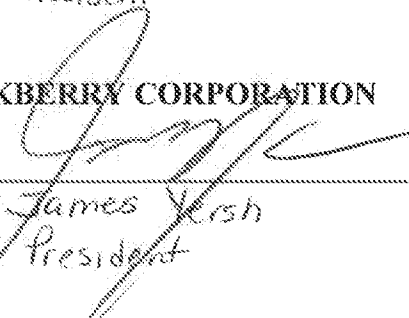
SUBSIDIARY:

**ASCENDENT TELECOMMUNICATIONS
INC.**

By: 
Name: Roger Witteveen
Title: President

PARENT:

BLACKBERRY CORPORATION

By: 
Name: James Versh
Title: President