

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4034327

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|---|---------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| APPERIAN, INC. | 08/16/2016 |
| RECEIVING PARTY DATA | |
| Name: | BLACKBERRY LIMITED |
| Street Address: | 2200 UNIVERSITY AVENUE EAST |
| City: | WATERLOO |
| State/Country: | ONTARIO |
| Postal Code: | N2K 0A7 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Application Number: | 15007547 |
| Application Number: | 15013438 |
| CORRESPONDENCE DATA | |
| Fax Number: | (519)883-4935 |
| <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: | 519-597-8056 |
| Email: | patentformaldocs@blackberry.com |
| Correspondent Name: | BLACKBERRY LIMITED - KRISTA |
| Address Line 1: | 2200 UNIVERSITY AVENUE E. |
| Address Line 4: | WATERLOO, ONTARIO N2K 0A7 |
| ATTORNEY DOCKET NUMBER: | APPERIAN TO BB 20160816 |
| NAME OF SUBMITTER: | KRISTA LUFT |
| SIGNATURE: | /krista luft/ |
| DATE SIGNED: | 09/01/2016 |
| Total Attachments: 5 | |
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT is made effective as of August 16, 2016 (this "Assignment Agreement") by and between Apperian, Inc., a Delaware corporation ("ASSIGNOR"), and BlackBerry Limited, an Ontario Corporation ("ASSIGNEE"). ASSIGNOR and ASSIGNEE are sometimes herein referred to collectively as the "Parties" and each individually as a "Party".

WHEREAS, ASSIGNOR and ASSIGNEE entered into a certain Asset Purchase Agreement dated as of August 9, 2016 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, ASSIGNOR agreed to sell, assign, transfer, convey and deliver to ASSIGNEE, among other things, all of ASSIGNOR's right, title and interest in and to the patents, design patents and industrial designs, and applications for patents, design patents and industrial designs specified on Schedule A attached hereto (collectively, the "Assigned Patents").

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged by the ASSIGNOR, the ASSIGNOR hereby, without reservation:

1. Sells, conveys, assigns, transfers and delivers, and confirms that it has sold, conveyed, assigned, transferred and delivered, to ASSIGNEE, its successors and assigns, the entire right, title, and interest held by it in and to the Assigned Patents, including any inventions and discoveries disclosed therein or encompassed thereby, any continuations, continuations-in-part and divisional United States patent applications or foreign patent applications based on such Assigned Patents ("Patent Applications") and any patents issuing therefrom and the right to sue for and the remedies resulting from past, present and future infringement of the foregoing, and rights of protection of interest therein under the laws of all jurisdictions. The right, title, and interest is to be held and enjoyed by ASSIGNEE and its successors and assigns as fully and exclusively as it would have been held and enjoyed by ASSIGNOR had this assignment not been made.
2. Authorizes ASSIGNEE to file patent applications in any or all countries for any inventions or discoveries embodied in the Assigned Patents, Patent Applications and any and all other relevant intellectual property in the Assigned Patents and Patent Applications in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable, under a treaty, convention or otherwise.
3. Authorizes and requests the Commissioner for Patents of the United States of America and the empowered officials of all other governments to issue or transfer all Assigned Patents and Patent Applications to ASSIGNEE, as assignee of the entire right, title, and interest therein or otherwise as ASSIGNEE may direct.

4. ASSIGNOR will, upon the reasonable request of the ASSIGNEE, use commercially reasonable efforts to do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, any and all such further acts, deeds, instruments, documents, transfers and assurance as may be reasonably necessary to make effective the assignment of the Assigned Patents and Patent Applications as contemplated by this Assignment Agreement, with all actual costs thereof being paid by ASSIGNEE, but without any further compensation to ASSIGNOR.
5. This Assignment Agreement is executed and delivered pursuant to the Purchase Agreement and is in all respects subject to the terms, conditions and other provisions thereof. Nothing in this Assignment Agreement is intended to modify, amend or alter in any respect the rights and obligations of the Parties under the Purchase Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment Agreement.
6. The validity of this Assignment Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties under this Assignment Agreement, shall be construed pursuant to and in accordance with the laws of the State of Delaware, without regard to conflict of laws principles.
7. This Assignment Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute a single instrument.
8. This Assignment Agreement may not be amended except by an instrument in writing signed by each of the Parties hereto.

[Signature Page Follows, and
The Remainder of this Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this Assignment Agreement to be duly executed as of the date first set forth above.

ASSIGNOR:

Apperian, Inc.

By: 

Name: Brian Day

Title: Chief Executive Officer

ASSIGNEE:

BlackBerry Limited

By: _____

Name: _____

Title: _____

Patent Assignment

IN WITNESS WHEREOF, the undersigned have caused this Assignment Agreement to be duly executed as of the date first set forth above.

ASSIGNOR:

Apperian, Inc.

By: _____
Name: _____
Title: _____

ASSIGNEE:

BlackBerry Limited

By: _____
Name: JAMES YOUNG
Title: CEO

[Patent Assignment]

SCHEDULE A

| Country | Description | Application # | Filing Date |
|----------------|---|----------------------|--------------------|
| US | TRUSTED EXECUTION ENVIRONMENT | 15/007,547 | 27-Jan-2016 |
| US | APPLICATION LIFECYCLE OPERATION QUEUING | 15/013,438 | 2-Feb-2016 |

[Schedule A to Patent Assignment]