

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4352500

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	CONFIDENTIALITY AGREEMTN	
CONVEYING PARTY DATA		
	Name	Execution Date
	YUN SEOK CHOI	01/10/2008
RECEIVING PARTY DATA		
Name:	RESEARCH IN MOTION LIMITED	
Street Address:	295 PHILLIP STREET	
City:	WATERLOO	
State/Country:	CANADA	
Postal Code:	N2L 3W8	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15478813
CORRESPONDENCE DATA		
Fax Number:	(416)920-1350	
<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:	416-920-8170	
Email:	tchokrev@pckip.com	
Correspondent Name:	PERRY + CURRIER INC. (BLACKBERRY)	
Address Line 1:	1300 YONGE STREET	
Address Line 2:	SUITE 500	
Address Line 4:	TORONTO, CANADA M4T 1X3	
ATTORNEY DOCKET NUMBER:	P4870US01	
NAME OF SUBMITTER:	ZOYA TCHOKREV	
SIGNATURE:	/ZOYA TCHOKREV/	
DATE SIGNED:	04/04/2017	
Total Attachments: 4		
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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.

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 10th day of January, 2008.

SIGNED AND DELIVERED on the <u>10th</u> day of <u>January</u> , 200 <u>8</u> in the presence of:	
<u>[Signature]</u>	
Signature of Witness	<u>[Signature]</u>
<u>Eun Ju Seo</u>	Signature of Employee/Consultant
Name of Witness (Print)	<u>Yun-Seok Choi</u>
<u>446-441 109-1908, Shin-il Apt.</u>	Name of Employee/Consultant (Print)
<u>Yangduk-dong, Yongin-si, Kyonggi-do South Korea</u>	
Address of Witness (Print)	