504545476 09/13/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4592184

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
QNX SOFTWARE SYSTEMS LIMITED	08/21/2017

RECEIVING PARTY DATA

Name:	2236008 ONTARIO INC.
Street Address:	2200 UNIVERSITY AVENUE E.
City:	WATERLOO, ONTARIO
State/Country:	CANADA
Postal Code:	N2K 0A7

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15675359

CORRESPONDENCE DATA

Fax Number: (312)321-4299

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: 312-321-4200

Email: tsieczkowski@brinksgilson.com, usassignments@brinksgilson.com

Correspondent Name: **BRINKS GILSON & LIONE**

Address Line 1: P.O. BOX 10395

Address Line 4: CHICAGO, ILLINOIS 60610

ATTORNEY DOCKET NUMBER: 14295-1166 (50395-US-PAT)	
NAME OF SUBMITTER:	JAMES A. COLLINS, REG. NO. 43,557
SIGNATURE:	/James A. Collins/
DATE SIGNED:	09/13/2017

Total Attachments: 5

source=50395 -QNX Software Systems Limited to 2236008#page1.tif source=50395 -QNX Software Systems Limited to 2236008#page2.tif source=50395 -QNX Software Systems Limited to 2236008#page3.tif source=50395 -QNX Software Systems Limited to 2236008#page4.tif source=50395 -QNX Software Systems Limited to 2236008#page5.tif

PATENT REEL: 043575 FRAME: 0033 504545476

CONFIRMATION AND ASSIGNMENT

WHEREAS pursuant to an Asset Purchase Agreement made with effect as of January 17, 2014 (the "Asset Purchase Agreement"), QNX SOFTWARE SYSTEMS LIMITED, a company organized under the laws of the Province of Ontario, having a place of business at 1001 Farrar Road, Ottawa, Ontario, Canada K2K 0B3 (the "ASSIGNOR") assigned all right, title and interest in and to the QNX Patents (as defined in the Asset Purchase Agreement) to 8758271 Canada Inc.

AND WHEREAS, upon the dissolution of 8758271 Canada Inc., all right, title and interest in and to such QNX Patents were assigned and transferred to 2236008 ONTARIO INC., a corporation organized under the laws of the Province of Ontario, having a place of business at 2200 University Avenue E., Waterloo, Ontario, N2K 0A7, Canada (the "ASSIGNEE").

AND WHEREAS Assignor from and after the date of the Asset Purchase Agreement, has continued to, and will continue to, develop intellectual and industrial property related to inventions ("Inventions").

AND WHEREAS ASSIGNOR and ASSIGNEE agree that in addition to the QNX Patents already assigned, ASSIGNEE will be the owner of the developments, modifications, improvements, adaptations of and derivative works, related to the QNX Patents and Inventions, whether created by ASSIGNEE or ASSIGNOR or on their behalf and whether created prior to or subsequent to the date of this Agreement (the "Developments"); and

AND WHEREAS ASSIGNOR THEREFORE wishes to confirm that ASSIGNEE will be the owner of all rights, title and interest of the ASSIGNOR in and to the Developments ("Creations"), described in documents, descriptions and/or drawings ("Creation Documents"), and/or described in applications for patents, design registrations, utility model registrations and other forms of protection ("Applications"), inclusive of any and all priority rights derived therefrom, and all ancillary rights relating thereto (including as listed in Schedule "A" attached hereto).

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by ASSIGNOR and ASSIGNEE, ASSIGNOR and ASSIGNEE, intending to be legally bound, agree as follows:

ASSIGNOR hereby confirms that it has transferred, conveyed and assigned, and to the extent that the transfer, conveyance or assignment has not already been fully effected, ASSIGNOR hereby transfers, conveys and assigns, any and all of its rights, title and interest in and to: the Creations; the Creation Documents; Applications, inclusive of any and all priority rights, including the right to claim priority, derived from the Applications; any further applications for patents, designs, utility models or other forms of protection, rights or titles for the whole or any part or parts of or improvements to the Creations 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

NO 60

obtain patents, design registrations, utility model registrations and all other forms of protection, rights and titles relating to the Creations and Creation Documents; 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 Creations, Creation Documents, Applications, Further Applications, Divisionals and Extensions, whether such acts are committed before or after the date of this assignment; with the intent that the Creations, Creation Documents, Applications, Further Applications, Divisionals and Extensions are owned and enjoyed by ASSIGNEE absolutely to the full end of the term or terms for same.

ASSIGNOR hereby agrees, upon request, to provide assistance and to execute any and all further documents which may be necessary or desirable to enable ASSIGNEE or its successors and assigns (as applicable), to file, prosecute, bring proceedings and take other actions with respect to any and all of the Creations, Creation Documents, Applications, Further Applications, Divisionals and Extensions, and any and all patents and registrations granted thereon and other forms of protection, rights and titles relating thereto, and ASSIGNOR further agrees to execute, upon request, any and all further documents which may be necessary or desirable to vest or perfect the title of ASSIGNEE therein.

ASSIGNOR does hereby authorize ASSIGNEE or its patent agents or attorneys to insert in Schedule "A" 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 hereby authorizes and requests The Commissioner of Patents, or any equivalent authority, to issue to ASSIGNEE each and every patent, registration and other forms of protection, right and title granted upon the Applications, Further Applications, Divisionals and Extensions.

THIS ASSIGNMENT shall inure to the benefit of ASSIGNEE and its successors and assigns and shall be binding upon ASSIGNOR and its successors and permitted assigns.

IF ANY COVENANT OR PROVISION, or portion thereof, of this document is determined to be void or unenforceable, such void or unenforceable covenant or provision, or portion thereof, is hereby conceded to be severable from the balance of this document, and any such determination shall not, in any event, affect or impair the validity of the balance of the covenant or provision, nor shall it affect or impair the validity of any other covenant or provision herein contained.

DELIVERY of this Confirmation and Assignment by copy, however transmitted, constitutes valid and effective delivery. This Confirmation and 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.

IN WITNESS WHEREOF, this Confirmation And Assignment has been executed below by the parties:

> QNX SOFTWARE **SYSTEMS** LIMITED

Date: August 21,2017

By:

Name: Steve Rai Title: Vice-President

STATEMENT BY WITNESS

I,	Krista Luft	whose full Post Office Address is
-1		
220	00 University Avenue E., Waterloo, Ontario, N2	K 0A7, Canada
(Address of Witness)		

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

Date: August 21, 2017

REEL: 043575 FRAME: 0036

IN WITNESS WHEREOF, this Confirmation And Assignment has been executed below by the parties:

2236008 ONTARIO INC.

Date: August 21, 2017

By:

Name: Steve Rai Title: Treasurer

STATEMENT BY WITNESS

ľ,	Krista Luft	whose full Post Office Address is
220	00 University Avenue E., Waterloo, Ontario, N2k	C 0A7, Canada
(Address of Witness)		

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

Date: August 21,2017

(Signature of Witness)

Legal OK

PATENT

REEL: 043575 FRAME: 0037

Page 1 of 1

<u>gnment</u>	BB File #	50395-US-PAT
DULE "A" to Confirmation and Assignment	File Date	Aug 11 2017
SCHEDULE "A" to C	Appln. No.	15/675359
	Country Code	US

38 OK

PATENT REEL: 043575 FRAME: 0038