# 504641509 11/14/2017

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4688229

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT		
CONVEYING PARTY D	ΑΤΑ			
		Name	Execution Date	
KARL-ANDERS JOHANSSON			12/17/2010	
RECEIVING PARTY DA	TA			
Name:	BLACKBE	BLACKBERRY LIMITED		
Street Address:	2200 UNIV	200 UNIVERSITY AVENUE EAST		
City:	WATERLC	WATERLOO, ONTARIO		
State/Country:	CANADA			
Postal Code:	N2K 0A7			
	Total: 2	<u> </u>		
Property Type		Number		
		122849		
Application Number:148		304133		
	ΔΤΔ			
CORRESPONDENCE D Fax Number:		7)769-7945		
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### **WORLDWIDE ASSIGNMENT**

WHEREAS, I/WE, (hereinafter referred to as the "ASSIGNOR(S)"):

### JOHANSSON, Karl-Anders, Amicitiagatan 22A, Limhamn, 21618, Sweden

am an/are inventor(s) of an invention entitled **METHOD FOR APPLICATION LAUNCH AND SYSTEM FUNCTION** ("Invention") for which one or more applications for patent, design registration, utility model registration, or other form of protection, rights, or title have been or will be made in certain countries ("Applications"), as further described below:

### US Application # 13/122,849 filed 15 September 2011 titled METHOD FOR APPLICATION LAUNCH AND SYSTEM FUNCTION

### US Application # 14/804,133 filed 20 July 2015 titled METHOD FOR APPLICATION LAUNCH AND SYSTEM INVOCATION

### PCT Application # PCT/EP2009/062682 filed 30 September 2009 titled METHOD FOR APPLICATION LAUNCH AND SYSTEM INVOCATION

### CA Application # 2739760 filed 30 September 2009 titled METHOD FOR APPLICATION LAUNCH AND SYSTEM INVOCATION

### EP Application # 09783595.3 filed 30 September 2009 titled METHOD FOR APPLICATION LAUNCH AND SYSTEM INVOCATION

AND WHEREAS, **BLACKBERRY LIMITED**, (hereinafter referred to as the "ASSIGNEE"), a company organized under the laws of the Province of Ontario, Canada, having a place of business at 2200 University Avenue East, Waterloo, Ontario, N2K 0A7, Canada, is desirous of acquiring the full and exclusive right, title and interest in and to said Invention, said Applications inclusive of all ancillary rights relating thereto, any and all priority rights derived from said Applications, and all patents, design registrations, utility model registrations and other forms of protection, rights and titles relating to said Invention, in any country or countries and in respect of the whole or any part or parts of or improvements to the Invention;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR(S) does/do hereby confirm that ASSIGNOR(S) has/have transferred, conveyed and assigned, and by way of further assurance does/do hereby transfer, convey and assign, any and all of ASSIGNOR(S)'s respective rights, title and interest in and to: the Invention; the Applications; inclusive of any and all priority rights, including the right to claim priority, derived from the Applications; any further applications for patent, design registration, utility model registration or other forms of protection, rights or titles for the whole or any part or parts of or improvements to the Invention in any country or countries ("Further

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#### BlackBerry Family Ref. No.: 41455

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 obtain patents, design registrations, utility model registrations and all other forms of protection, rights and titles relating to the Invention; the right in and to any patent or reissue patent relating to the Applications, Further Applications and Divisionals ("Grants"); 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 Invention, Applications, Grants, Further Applications, Divisionals and Extensions, whether such acts are committed before or after the date of this Worldwide Assignment; with the intent that the Invention, Applications, Grants, Grants, Further Applications, Divisionals and Extensions are owned and enjoyed by ASSIGNEE absolutely to the full end of the term or terms for same.

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

ASSIGNOR(S) does/do hereby authorize ASSIGNEE or its patent agents or attorneys to insert, above, 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(S) does/do hereby authorize and request The Commissioner of Patents or any equivalent authority to issue to ASSIGNEE each and every patent, registration and other form of protection, right, and title granted upon the Applications, Further Applications, Divisionals and Extensions.

THIS WORLDWIDE ASSIGNMENT shall inure to the benefit of ASSIGNEE and its successors and assigns, and shall be binding upon ASSIGNOR(S) and their successors and permitted assigns.

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

V7.3

IN WITNESS WHEREOF, this Worldwide Assignment has been executed below by the undersigned:

	Date:
JOHANSSON, Karl-Anders Amicitiagatan 22A, Limhamn, 21618, Sweden	
	STATEMENT BY WITNESS
I,	, whose full Post Office address is
	(Address of Witness)

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

(Signature of Witness)

Date:

#### SCHEDULE [6.2(f)]

#### INTELLECTUAL PROPERTY ASSIGNMENT AND RELEASE

THIS AGREEMENT (this "Agreement") is dated as of the date of the Transfer Agreement (as defined below) (the "Effective Date").

BETWEEN:

TAT THE ASTONISHING TRIBE INC., a company incorporated under the laws of the State of Delaware

(the "Assignee")

AND:

\$w/000.

(the "Assignor")

AND:

USER INTERFACE IN SWEDEN AB, a company limited by shares incorporated in Sweden under company registration number 556824-6127, with registered office at Torggatan 2, SE-211 40 Malmö, Sweden (the "Company")

#### WHEREAS:

- A. The Assignor has been employed with or engaged by the Assignce to create portions of or otherwise contribute to the development of the Technology (as defined below);
- B. By virtue of the Assignor's relationship to the Assignee and/or pursuant to agreements entered into between the Assignor and the Assignee, the Assignor has agreed or is otherwise obligated to provide to the Assignee such further assurances as requested to confirm or perfect the Assignee's interests in the Technology and the Assignee's Intellectual Property Rights therein (the "Assets");
- C. The business of the Assignee is dependent upon the Assignee's ownership of the Assets;
- D. The Company, the Assignee and an affiliate of the Assignee are entering into a business transfer agreement on or about the 17<sup>th</sup> day of December, 2010 (the "**Transfer Agreement**") wherein, among other things, the Company intends to acquire certain assets of the Assignee, including an assignment of this Agreement;

- E. In connection with the Transfer Agreement, the Company intends to employ the Assignor pursuant to an employment agreement (the "Employment Agreement") on terms more favorable in the aggregate to the Assignor than the terms of the Assignor's current employment with the Assignee, subject in part to the execution and delivery of this Agreement by the Assignor; and
- F. The parties hereto wish to enter into this Agreement to (i) confirm the Assignee's ownership of the Assets and (ii) effect the assignment to the Assignce of all rights of the Assignor, if any, in and to the Assets.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants, agreements, and warranties herein set out and provided for and other good and valuable consideration, the receipt of which is hereby acknowledged by each party, the parties hereto respectively covenant and agree as follows:

### **ARTICLE 1 - DEFINITIONS**

#### 1.1 Definitions

The following terms shall have the meanings ascribed below:

#### (a) "Intellectual Property Rights" means:

- (i) any and all worldwide proprietary rights provided under (a) patent law (including patent applications and patentable subject matter), (b) copyright law (including copyrightable subject matter, look and feel and mask works), (c) trade-mark law (including trademarks, service marks, trade names, domain names, logos, slogans, trade dress, design rights and other similar designations of source or origin together with the goodwill), (d) design patent or industrial design law, (e) semi-conductor chip or mask work law, or (f) any other applicable statutory provision or common law principle, relating to know-how, trade secrets, brands, works of authorship, ideas, formulae, algorithms, concepts, inventions, works, discoveries, methods, processes, techniques, data, or the expression or use thereof, and including all past, present, and future causes of action, rights of recovery, and claims for damage, accounting for profits, royalties, or other relief relating, referring, or pertaining to any of the foregoing; and
- (ii) any and all applications, registrations, licenses, sublicenses, agreements, or any other evidence of a right in any of the proprietary rights described in clause (i) above.
- (b) "Software" means any computer program, operating system, applications system, database, firmware, software or rights thereto of any nature, whether operational, under development or inactive, including all object code, source code, program files, data files, computer related data, field and data definitions and relationships, data definition specifications, data models, program and system logic, interfaces, program

modules, routines, sub-routines, algorithms, program architecture, design concepts, system designs, program structure, sequence and organization, screen displays and report layouts, technical manuals, user manuals and other documentation, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory, device, paper or other media of any nature

- (c) "Source Code" means the human-readable form of a computer instruction, including related system documentation, applicable comments and procedural codes such as job control language and test system script
- "Source Materials" means, in relation to items of Software, supporting materials (d) that would enable a reasonably skilled programmer to compile, debug and support and/or make improvements to such Software in a commercially reasonable manner including (i) any Source Code related thereto, reasonably annotated, (ii) technical and system documentation including detailed design, functional, operational, and technical documentation, flow charts, diagrams, file layouts, report layouts, screen layouts, business rules, data and database models and structures, working papers and reasonably related notes and memoranda in electronic or written format, procedures, automations and quality control methods, which were made or obtained in relation to the design and development of such Software and compilation instructions related to such Software, (iii) a listing by name, version and vendor of relevant third party's compilers, utilities and other Software that are necessary for normal operation of such Software to which the Source Materials related including sufficient information to procure a license from such vendors, (iv) a reasonably detailed listing of relevant equipment and information necessary for normal operation of such Software, and (v) all other information reasonably necessary to rebuild, install, and otherwise implement such Software in the context of the applicable system(s) including all relevant tools, programs, files, encryptions keys, make files, installation instructions. systems settings, and database settings
- (e) "Technology" means technology and information of whatever nature or kind, in all cases whether or not subject to Intellectual Property rights and whether or not fixed in any medium or reduced to practice, including Software, Source Code, Source Materials, inventions, formulae, product formulations, processes and processing methods, technology and techniques, studies, findings, algorithms, instructions, guides, manuals and designs.

#### **ARTICLE 2 - OWNERSHIP AND ASSIGNMENT**

#### 2.1 Ownership

The Assignor acknowledges and agrees that the Assignor does not own any of the Assets created or developed in whole or in part by the Assignor.

### 2.2 Confidentiality

The Assignor acknowledges and agrees that the Assignor is not entitled to use, disclose or otherwise deal with (directly or indirectly) the Assets other than to the extent required in connection with the performance of his duties on behalf of the Assignee and that the Assets are the confidential information and trade secrets of the Assignee. To the extent that the confidentiality obligations of the Assignor pursuant to the Employment Agreement are more stringent than the confidentiality obligations set forth in this Agreement, the confidentiality obligations of the Employment Agreement, for the period during which they are binding upon the Assignor, shall be paramount.

#### 2.3 Assignment

The Assignor hereby assigns to the Assignee all of his/her right, title, and interest, if any, in and to the Assets.

#### 2.4 Complete Assignment

The Assignor acknowledges that the above assignment is a complete assignment and that the Assignor retains no right in or to the Assets, and the Assignor hereby irrevocably and unconditionally:

- (a) waives as against any person any and all moral rights he or she may have in the Assets or their use, such moral rights including the right to restrain or claim damages for any distortion, mutilation, or other modification of works or any part thereof whatsoever, and to restrain use or reproduction of works in any context, or in connection with any product or service;
- (b) fully releases, remises, and forever discharges the Assignee and its shareholders, directors, officers, employees, contractors, agents, and all of their respective heirs, executors, administrators, successors and assigns (all such persons being hereinafter collectively called the "Released Parties") from all manner of claims, proceedings, liabilities, obligations, actions, causes of action, suits, debts, dues, accounts, covenants, agreements, contracts, demands and costs, howsoever, or wheresoever arising, and whether now known or unknown, which now or may hereafter exist in respect of the Assets; and
- (c) agrees not to commence any claims or proceedings against any person, corporation, parinership, or other entity in respect of the Assets or the ownership or use thereof.

### 2.5 Further Acts

The Assignor shall cooperate fully with the Assignce and with its successors and assigns and the Company and its successors and assigns with respect to signing further documents and doing such acts and other things reasonably requested by the Assignee or its successors or assigns or the Company to confirm or evidence ownership of the Assets or the waiver of moral rights therein, or to obtain, register, or enforce any right in respect of the Assets. The Assignee or its successors or assigns or the company or its successors or assigns, as applicable, shall be responsible for all reasonable costs and expenses of the Assignor complying with the obligations under this paragraph.

### 2.6 Acknowledgement

The Assignee and the Company have advised the Assignor to consult with legal counsel with respect to this Agreement before executing it, and the Assignor acknowledges that he/she has entered into this Agreement freely, knowingly, and voluntarily, that he/she has read this Agreement carefully and fully understands all of its provisions, and that he/she has had the opportunity to consult with legal counsel regarding the terms and conditions of this Agreement.

### ARTICLE 3 - GENERAL

### 3.1 Headings

The insertion of headings in this Agreement is for convenience of reference only and will not affect the construction or interpretation of this Agreement.

### 3.2 Assignment

The Assignor may not assign this Agreement or his/her rights or obligations hereunder without the prior written consent of the Assignee.

### 3.3 Inurement

This Agreement shall inure to the benefit of the Assignee and its successors and assigns and the Company and its successors and assigns.

### 3.4 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.

### 3.5 Governing Law

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the State of Delaware, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.

### 3.6 Counterparts

This Agreement may be executed in one or more counterparts, all of which will constitute one and the same Agreement. This Agreement may be delivered by electronic transmission, including by email or by facsimile transmission, and if so delivered, this Agreement will be, for all purposes, effective as if the parties had executed the original Agreement.

### 3.7 Amendments

This Agreement may not be amended except by written agreement between the parties hereto.

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.

WITNESS: } } (Signature) ) <u>Ernneszigene 317</u> 3 (Address) 37 AFRANDON 245 11 3 YNE DE N N<sub>REARED</sub> FORM INTERACTOR (Occupation)

KAREY ちょうせいけん

ASSIGNORI JLEGA

#### TAT THE ASTONISHING TRIBE INC.

By:

100 ( 71AM 235 Name: BOARD MEN Title: Z.

#### USER INTERFACE IN SWEDEN AB

By:

 $(\Lambda O D D )$ Name Title: MAGNAR

Signature Page - Intellectual Property Assignment and Release (Inc.)

PATENT REEL: 044121 FRAME: 0531

**RECORDED: 11/14/2017**