

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4850524

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GOOD TECHNOLOGY HOLDINGS LIMITED	10/31/2017
RECEIVING PARTY DATA	
Name:	BLACKBERRY LIMITED
Street Address:	2200 UNIVERSITY AVENUE EAST
City:	WATERLOO
State/Country:	ONTARIO
Postal Code:	N2K 0A7
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13690834
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:	49681-US-CIP
NAME OF SUBMITTER:	KRISTA LUFT
SIGNATURE:	/krista luft/
DATE SIGNED:	03/05/2018
Total Attachments: 2	
source=Dissolution Agreement (2017Oct31) - Good Holdings#page1.tif	
source=Dissolution Agreement (2017Oct31) - Good Holdings#page2.tif	

DISSOLUTION AGREEMENT

THIS AGREEMENT is made effective as of October 31, 2017 (the "Effective Date").

B E T W E E N:

GOOD TECHNOLOGY HOLDINGS LIMITED, a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "Transferor")

OF THE FIRST PART

- and -

BLACKBERRY LIMITED, a corporation amalgamated under the laws of the Province of Ontario

(hereinafter referred to as the "Transferee")

OF THE SECOND PART

WHEREAS The Transferee, as the sole shareholder of the Transferor, has authorized the voluntary dissolution of the Transferor pursuant to section 237(b) of the *Business Corporations Act* (Ontario), and, on the dissolution of the Transferor, is entitled to receive all the property of the Corporation available for distribution to its shareholders;

NOW THEREFORE the parties agree as follows:

1. The Transferor grants, assigns, transfers, conveys and sets over unto the Transferee all the right, title and interest of the Transferor in and to all its property, assets and business, both real and personal, movable and immovable, wherever situate (the "Assets").
2. The Transferee expressly assumes and undertakes to pay and discharge and to indemnify and save harmless the Transferor in respect of all liabilities of the Transferor but to the extent only of the net value of the assets received by the Transferee from the Transferor pursuant to the distribution provided for herein and subject to the limitations in section 243 of the *Business Corporations Act* (Ontario).
3. The Transferee agrees to indemnify and save harmless the directors of the Transferor from any and all liabilities of the Transferor, including federal and provincial income taxes, for which the directors of the Transferor may become personally liable by virtue of this Agreement and the distribution of the Assets of the Transferor to the Transferee resulting therefrom.
4. The Transferor irrevocably constitutes and appoints the Transferee, its successors and assigns, and the proper directors and officers from time to time of the Transferee, its successors and assigns, the true and lawful attorney of the Transferor for and in the name of or otherwise on behalf of the Transferor with full power of substitution to sign and file tax returns and make and file all elections in connection therewith, and to make, do and execute all acts, deeds, matters, devises, assignments, conveyances, and things whatsoever necessary

PATENT

REEL: 045105 FRAME: 0107

for the assignment, transfer and/or conveyance of the Assets or any interest therein or claim thereto to the Transferee, its successors and assigns.

5. The power of attorney set forth herein is granted by the Transferor to the Transferee in contemplation of the dissolution of the Transferor, and the aforementioned power of attorney being coupled with an interest shall not be revoked by the certificate of dissolution being issued by the Minister of Consumer and Business Services or be otherwise revoked.
6. Notwithstanding any other provisions hereof, this Agreement shall only be effective to and shall only be intended to assign any Asset or any interest therein or claim thereto which cannot be assigned without the consent of any other party thereto if such consent has been obtained and the Transferee hereby covenants and agrees with the Transferor that it will use its best efforts to obtain any necessary consents for the assignment of any such Asset or any interest therein or claim thereto. The Transferor hereby declares that as to any of the said Assets or any interest therein or claim thereto the title to which may not have passed to the Transferee by this Agreement or any transfers or conveyances which may from time to time be executed and delivered in pursuance of the covenants aforesaid, the Transferor holds the same in trust for the Transferee to convey, transfer and assign the same as the Transferee may from time to time direct.
7. The Transferee hereby covenants and agrees to assume and discharge all the liabilities of the Transferor and all expenses in connection with the dissolution of the Transferor, whether the same relate to the filing articles of dissolution or otherwise.
8. The Transferor and the Transferee shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated and each party shall provide such further assurances, documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement.

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by its duly authorized representatives.

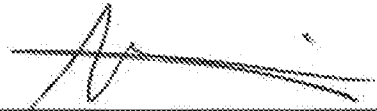
BLACKBERRY LIMITED



Name: Keith Bennett

Title: Authorized Signing Officer

GOOD TECHNOLOGY HOLDINGS LIMITED



Name: Satwinder Rai

Title: Director

LEGAL OK



PATENT