# 505429513 04/16/2019

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5476313

| SUBMISSION TYPE:  |   | NEW ASSIGNMENT   |                |  |  |
|---|---|--|----------------|--|--|
| NATURE OF CONVEYANCE:   |   | ASSIGNMENT   |                |  |  |
| CONVEYING PARTY DA  | ATA   |  |                |  |  |
|   |   | Name   | Execution Date |  |  |
| BLACKBERRY UK LIMIT   | FED   |  | 04/15/2019     |  |  |
| RECEIVING PARTY DA  | ТА  |  |                |  |  |
| Name:   | BLACKBERRY LIMITED  |  |                |  |  |
| Street Address:   | 2200 UNIVERSITY AVENUE EAST   |  |                |  |  |
| City:   | WATERLOO  |  |                |  |  |
| State/Country:  | ONTARIO   |  |                |  |  |
| Postal Code:  | N2K 0A7   |  |                |  |  |
| L   | 1   |  |                |  |  |
| PROPERTY NUMBERS  | Total: 1  |  |                |  |  |
| Property Type   |   | Number   |                |  |  |
| Application Number:   | 4   |  |                |  |  |
|   | 10  | 356087   |                |  |  |
|   |   | 356087   |                |  |  |
| CORRESPONDENCE D  |   | 356087   |                |  |  |
|   |   | 19)883-4935  |                |  |  |
| CORRESPONDENCE D.<br>Fax Number:<br>Correspondence will be  | ATA<br>(5<br>e sent to t  | 19)883-4935<br>h <b>e e-mail address first; if that is unsu</b> d  |                |  |  |
| CORRESPONDENCE D<br>Fax Number:<br>Correspondence will be<br>using a fax number, if p   | ATA<br>(5<br>e sent to t<br>provided;   | 19)883-4935<br>he e-mail address first; if that is unsuc<br>if that is unsuccessful, it will be sent w   |                |  |  |
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| CORRESPONDENCE D<br>Fax Number:<br><i>Correspondence will be<br/>using a fax number, if p</i><br>Phone:<br>Email:   | ATA<br>(5<br>e sent to t<br>provided;<br>5<br>pa  | 19)883-4935<br>he e-mail address first; if that is unsuc<br>if that is unsuccessful, it will be sent w   |                |  |  |
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| CORRESPONDENCE D<br>Fax Number:<br><i>Correspondence will be<br/>using a fax number, if p</i><br>Phone:<br>Email:<br>Correspondent Name:<br>Address Line 1:<br>Address Line 4:  | ATA<br>e sent to t<br>provided;<br>5<br>pa<br>2<br>8<br>2<br>W  | 19)883-4935<br><b>he e-mail address first; if that is unsuc</b><br><b>if that is unsuccessful, it will be sent v</b><br>9-597-8056<br>Itentformaldocs@blackberry.com<br>ACKBERRY LIMITED - KRISTA<br>200 UNIVERSITY AVENUE E.  |                |  |  |
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| CORRESPONDENCE D<br>Fax Number:<br><i>Correspondence will be<br/>using a fax number, if p</i><br>Phone:<br>Email:<br>Correspondent Name:<br>Address Line 1:<br>Address Line 4:<br>ATTORNEY DOCKET NU  | ATA<br>e sent to t<br>provided;<br>5<br>pa<br>2<br>8<br>2<br>W  | 19)883-4935<br><b>he e-mail address first; if that is unsuc</b><br><b>if that is unsuccessful, it will be sent w</b><br>9-597-8056<br>Itentformaldocs@blackberry.com<br>ACKBERRY LIMITED - KRISTA<br>200 UNIVERSITY AVENUE E.<br>ATERLOO, CANADA N2K 0A7<br>50831<br>KRISTA LUFT   |                |  |  |
| CORRESPONDENCE D<br>Fax Number:<br>Correspondence will be<br>using a fax number, if p<br>Phone:<br>Email:<br>Correspondent Name:<br>Address Line 1:<br>Address Line 4:<br>ATTORNEY DOCKET NU<br>NAME OF SUBMITTER:<br>SIGNATURE:<br>DATE SIGNED:  | ATA<br>e sent to t<br>provided;<br>5<br>pa<br>2<br>8<br>2<br>W  | 19)883-4935<br><b>be e-mail address first; if that is unsuc</b><br><b>if that is unsuccessful, it will be sent v</b><br>9-597-8056<br>Itentformaldocs@blackberry.com<br>ACKBERRY LIMITED - KRISTA<br>200 UNIVERSITY AVENUE E.<br>ATERLOO, CANADA N2K 0A7<br>50831<br>KRISTA LUFT<br>/krista luft/  |                |  |  |
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PATENT REEL: 048894 FRAME: 0396

#### CONFIRMATION AND ASSIGNMENT

WHEREAS BLACKBERRY LIMITED, a corporation 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, (the "ASSIGNEE") is the owner of certain rights, title and interest in and to certain inventions and designs (the "Inventions"); and

WHEREAS BLACKBERRY UK LIMITED, a corporation organized under the laws of England and Wales, having a place of business at Ground Floor, The Pearce Building, West Street, Maidenhead, Berkshire, SL6 1RL, United Kingdom, (the "BB UK") and ASSIGNEE are parties to a Selling, General, Administration And Other Services Agreement effective October 23, 2005 (the "SG&A Agreement"), where said SG&A Agreement provides that ASSIGNEE shall be the owner of all developments, modifications, improvements, adaptations of and derivative works, related to the Inventions, whether created by ASSIGNEE or BB UK or on their behalf; and

WHEREAS BB UK agrees that it has received full market consideration under the SG&A Agreement; and

WHEREAS BLACKBERRY FRANCE S.A.S., a corporation organized under the laws of France, having a place of business at 8 avenue de l'Arche, Le Colisée, ZAC Danton, 92400 Courbevoie (the "ASSIGNOR") and BB UK are parties to a Sales, Marketing and Technical Services Agreement effective January 1, 2007 (the "SMTS Agreement"), where said SMTS Agreement provides that ASSIGNEE shall be the owner of all developments, modifications, improvements, adaptations of and derivative works, related to the Inventions, whether created by ASSIGNOR or on their behalf ("Developments"); and

WHEREAS ASSIGNOR agrees that it has received full market consideration under the SMTS Agreement; and

WHEREAS ASSIGNOR wishes to confirm that ASSIGNEE is the owner of all rights, title and interest of the ASSIGNOR in and to certain of 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, as listed in "Schedule A" attached hereto; and

WHEREAS BB UK wishes to confirm that ASSIGNEE is the owner of all rights, title and interest of the ASSIGNOR, including all rights, title and interest that BB UK may possess, in and to the Creations, Creation Documents, and/or Applications, inclusive of any and all priority rights derived therefrom, and all ancillary rights relating thereto, as listed in "Schedule A" attached hereto; and

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

ASSIGNOR and BB UK each hereby confirms that it has transferred, conveyed and assigned, and by way of further assurance, to the extent that the transfer, conveyance or assignment has not already been fully effected, ASSIGNOR and BB UK each hereby transfers, conveys and assigns, any and all of its rights, title and interest in and to: the Creations; the Creation Documents; 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 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 and BB UK each 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 and BB UK each 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 and BB UK each 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, BB UK, and their 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 undersigned:

#### **BlackBerry France S.A.S.**

Date: April 15,2019

By: Name: Satwinder Rai Title: President

#### STATEMENT BY WITNESS

I, Krista Luft

whose full Post Office Address is

2200 University Ave. E., Waterloo, ON, Canada, N2K 0A7

(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: April 5, 2019

(Signature of Witness)

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

#### BlackBerry UK Limited

Date: April 15,2019

By: Name: Satwinder Rai Title: Director

#### STATEMENT BY WITNESS

I, Krista Luft

whose full Post Office Address is

2200 University Ave. E., Waterloo, ON, Canada, N2K 0A7

(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: April /5, 2019

(Signature of Witness)



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

### **BlackBerry Limited**

Date: April 15, 2019

By: Name: Steve Rai Title: Deputy Chief Financial Officer and Authorized Signing Officer

#### STATEMENT BY WITNESS

I, Krista Luft

whose full Post Office Address is

2200 University Ave. E., Waterloo, ON, Canada, N2K 0A7

(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: April 15, 2019

(Signature of Witnes)



| nment                 | BB File #       | 50831-US-PAT |
|-----------------------|-----------------|--------------|
| nfirmation and Assig  | File Date       | Mar 18 2019  |
| SCHEDULE "A" to Confi | pln. No.        |              |
| SCHED                 | Country Code Ap | NS           |

Page 1 of 1