

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7074622

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYEE AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
BRIAN WELLS	02/04/2009
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:	17551291
CORRESPONDENCE DATA	
Fax Number:	(416)362-0823
<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:	4168681482
Email:	lsalehoun@ridoutmaybe.com
Correspondent Name:	RIDOUT AND MAYBEE LLP
Address Line 1:	250 UNIVERSITY AVENUE
Address Line 2:	5TH FLOOR
Address Line 4:	TORONTO, CANADA M5H 3E5
ATTORNEY DOCKET NUMBER:	42783-5806
NAME OF SUBMITTER:	LEYLA SALEHOUN
SIGNATURE:	/LLS/
DATE SIGNED:	12/15/2021
Total Attachments: 8	
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source=49349_2017-05-04_Employee_agreement_Wells#page8.tif



Employee/Consultant Confidentiality and Intellectual Property Agreement

In consideration of my employment with or engagement by Research In Motion Limited or by a subsidiary or an affiliate of Research In Motion Limited (the appropriate entity called, "RIM") who is employing or engaging me, as set out in the corresponding offer letter to or agreement with me ("Offer Letter") and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), I (Employee/Consultant) hereby agree to the following, together with any addendum to this Agreement:

1. Definitions

1.1. In this Agreement "Confidential Information" means:

- 1.1.1. all trade secrets, confidential, private or secret information, know how, or proprietary information (whether such is in writing, or in electronic, oral or any other form or medium) of RIM, or of entities affiliated, associated, or related to RIM (each a "RIM Group Member") including without limitation Research In Motion Limited, and their respective employees, consultants, sponsored researchers, suppliers, distributors, customers, and other business partners (together with RIM Group Members, "Associates");
- 1.1.2. information that has been specifically identified or designated as confidential or proprietary by RIM or its Associates;
- 1.1.3. information that is by its nature such that RIM or RIM Group Members would consider it to be confidential or the nature of which is such that it would generally be considered confidential in the industry in which RIM or RIM Group Members operate, or that RIM or a RIM Group Member is obligated to treat as confidential or proprietary such as, without limitation, financial, business, legal, and corporate information and information and materials otherwise relating in any manner to the business affairs of RIM or its Associates, marketing information, strategies and tactics, research, product, technical, and manufacturing information; personnel information, personal information, and customer, distributor, and supplier information and information about other commercial relationships, of or related to RIM or its Associates; and
- 1.1.4. Developments.

1.2. "Developments" means all Intellectual Property that is created, developed, authored, conceived, reduced to practice or originated ("Developed") by Employee/Consultant (whether wholly or partly and whether individually or in collaboration with others) in the course of Employee/Consultant's employment with or engagement by RIM or in performing duties specifically assigned to Employee/Consultant, whether during normal working hours or not.

Developments exclude any Intellectual Property that Employee/Consultant establishes in accordance with the provisions set out below (and at Section 6) meet all of the conditions set out in Subsections 1.2.1 to 1.2.5 below ("Excluded Developments"):

- 1.2.1. was Developed entirely on Employee/Consultant's own time;
- 1.2.2. was Developed without the use of any RIM Property or Confidential Information;
- 1.2.3. does not relate to the business or affairs of RIM or its Associates or to research or development activities of RIM or its Associates during the term of Employee/Consultant's employment with or engagement by RIM or to the actual or reasonably anticipated business, research or development activities of RIM or its Associates during this period;

RIM CONFIDENTIAL - Internal Use Only	Company-wide Guideline Updated January 12, 2009	ODGP-GDL-00106 Owner: Bruce Fraser	Page 1 of 8 Approved by: Elizabeth Roe Pfeifer
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Employee/Consultant Confidentiality and Intellectual Property Agreement

- 1.2.4. was not suggested by or resulted from matters which Employee/Consultant was aware of as a result of Employee/Consultant's employment with or engagement by RIM or any work performed by Employee/Consultant for RIM or a RIM Group Member; and
- 1.2.5. was not within the scope and is unrelated to Employee/Consultant's general duties to RIM

For clarity, it is agreed that Developments include any Intellectual Property Developed by Employee/Consultant that does not meet any of the conditions set out in Subsections 1.2.1 to 1.2.5 above.

- 1.3. **"Intellectual Property"** means any and all intellectual and industrial property, whether recorded or not and regardless of form or method of recording, including without limitation all works in which copyright subsists or may subsist, such as computer software, systems, tools, data bases (whether or not protected by copyright), concepts, data, coding, images, designs, documentation, books and records, industrial designs, specifications, trade secrets, confidential information, ideas, concepts, know-how, trade marks, service marks, trade names, domain names, discoveries and inventions, improvements and modifications, integrated circuit topographies and mask works.
- 1.4. **"Intellectual Property Rights"** includes all intellectual, industrial and other proprietary rights in any Intellectual Property including without limitation all rights in trade marks, service marks, trade names, domain names, discoveries, inventions, patents, copyrights, designs, industrial designs, integrated circuit topographies, mask works, trade secrets, confidential information, and the right to apply for, and applications and registrations for, the foregoing.
- 1.5. **"RIM Property"** means any and all real or personal property including without limitation all tangible and intangible personal property (such as Intellectual Property or Intellectual Property Rights) equipment, hardware, supplies, facilities, materials, and services, of or belonging to, or owned, licensed, provided, or used by, RIM or Associates in the conduct of its business.

2. Non-Disclosure And Restriction On Use And Reproduction Of Confidential Information And Rim Property

- 2.1. Employee/Consultant shall keep, and shall take all necessary steps to keep all Confidential Information in strict confidence. Employee/Consultant shall not, directly or indirectly, either during or subsequent to Employee/Consultant's employment with or engagement by RIM, disclose, allow access to, use, or reproduce any Confidential Information except as required to perform Employee/Consultant's duties for RIM, except to the extent expressly permitted herein.
- 2.2. Any disclosure, access, use or reproduction of Confidential Information either internally or, where expressly permitted herein, externally to RIM must be limited to those individuals who require the same for the proper performance of their duties to RIM (i.e. with the "need to know") and such disclosure, access, use or reproduction shall be in accordance with all procedures established by RIM for the protection of Confidential Information and in respect of any external party, only after the external party to whom the information is disclosed has entered into a written non-disclosure and confidentiality agreement approved by RIM which expressly extends to the purposes for which the disclosure is to be made.

RIM CONFIDENTIAL - Internal Use Only	Company-wide Guideline Updated January 12, 2009	ODGP-GDL-00106 Owner: Bruce Fraser	Page 2 of 6 Approved by: Elizabeth Roe Pfeifer
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Employee/Consultant Confidentiality and Intellectual Property Agreement

- 2.3. Employee/Consultant shall review and comply with RIM's Insider Trading Policy, as amended from time to time by RIM, and abide by any trading restrictions imposed by the RIM Corporate Disclosure Committee, including, without limitation, pursuant to the Insider Trading Policy.

3. Return Of Rim Property 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 RIM Property that is in Employee/Consultant's possession, power, or control.

4. Ownership Of Developments And Rim Property

- 4.1. Employee/Consultant shall promptly and fully disclose in writing to RIM any Developments developed by the Employee/Consultant either solely or jointly with others.
- 4.2. It is agreed that all worldwide rights including all worldwide Intellectual Property Rights in the Developments shall automatically vest in and be the exclusive property of RIM immediately on its creation and regardless of the stage of its completion. To the extent that any such rights have not or do not automatically vest in RIM hereunder, (i) Employee/Consultant hereby assigns and conveys (and if necessary, agrees to assign and convey) all such rights to RIM to the extent permissible by applicable law or otherwise, (ii) Employee/Consultant holds them in trust for RIM to the extent and for the duration that they have not fully vested or transferred to RIM, and (iii) RIM may, at its discretion, take such steps as it deems reasonably appropriate to secure and perfect its Intellectual Property Rights in the Developments anywhere in the world.
- 4.3. Without limiting the forgoing, Employee/Consultant hereby also acknowledges and agrees that RIM is and shall be the exclusive owner of all Confidential Information and RIM Property including all tangible personal property Developed by Employee/Consultant (whether wholly or partly and whether individually or in collaboration with others) in the course of Employee/Consultant's employment with or engagement by RIM or in performing duties specifically assigned to Employee/Consultant, whether during normal working hours or not.

5. Waiver Of Moral Rights

Employee/Consultant agrees to waive and hereby waives unconditionally and irrevocably any and all Employee/Consultant's moral rights and rights of a similar nature which Employee/Consultant now or in the future may have in the Confidential Information, RIM Property and Developments (including rights in existing works and works which may come into existence after the date hereof) in which copyright may subsist in any or all jurisdictions around the world, to the extent that such rights may be waived in each respective jurisdiction. Without limiting the generality of the foregoing, this waiver extends to any and all acts of RIM or its Associates and acts of third persons done with the authority of any of them and their successors and assigns.

6. Disclosure Of Excluded Developments

To avoid any disputes regarding ownership of Excluded Developments, the Employee/Consultant shall, subject to Section 8 (the Prior Employer and Third Party Information section) below, within

RIM CONFIDENTIAL - Internal Use Only	Company-wide Guideline Updated January 12, 2009	ODGP-GDL-0010.6 Owner: Bruce Fraser	Page 3 of 8 Approved by: Elizabeth Roe Pfeifer
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Employee/Consultant Confidentiality and Intellectual Property Agreement

five days following execution of this Agreement and, throughout the term of employment/engagement, within five days of having Developed any Intellectual Property that Employee/Consultant believes to be an Excluded Development, provide RIM with a non-confidential general written description of any Excluded Developments specifying the reasons why such development (if any) is excluded. If the Employee/Consultant fails to make this disclosure within the time specified, the Employee/Consultant is deemed to have represented that any disclosure of Excluded Development within that time (if any) comprises the full extent of Employee/Consultant's disclosure of Excluded Developments. No disclosure made under this Section 6 shall be binding on RIM and no action or inaction by RIM following receipt of such disclosure or becoming aware of any such developments shall waive limit, or release any rights that RIM may have in or to any such developments.

7. Employee/Consultant Owned Excluded Developments

Employee/Consultant agrees that Employee/Consultant shall only use or incorporate or permit any other person to use or incorporate any Excluded Development into a RIM process, product, system, machine, service, Development or other RIM Property if Employee/Consultant owns all Intellectual Property Rights in the Excluded Development, obtains RIM's prior written approval from a Vice President of RIM and waives all of Employee/Consultant's moral rights and rights of a similar nature which Employee/Consultant now or in the future may have in the Excluded Development in each jurisdiction around the world, to the extent that such rights may be waived. For any Excluded Development incorporated into any RIM process, product, system, machine, service, Development or other RIM Property Employee/Consultant hereby grants at no charge to RIM and its Associates, a non-exclusive, irrevocable, non-terminable, perpetual, transferable, royalty-free, world-wide license, with the right to sublicense, to use, distribute, transmit, broadcast, produce, reproduce, perform including perform in public, communicate in or to the public, publish, practice, make, have made, sell, offer to sell, modify and made derivative works of, the Excluded Development and to otherwise exercise any Intellectual Property Right in the Excluded Development.

8. Prior Employer And Third Party Information

- 8.1. Employee/Consultant agrees that during Employee/Consultant's employment with or engagement by RIM:
 - 8.1.1. Employee/Consultant will not use or disclose any trade secrets, confidential or proprietary information or works in which copyright subsists of any third party including any of Employee/Consultant's former or current employers, partners, customers, or other business associates except as permitted by law or contract; and
 - 8.1.2. Employee/Consultant will not, without RIM's prior written approval, bring onto RIM's premises unpublished documents (in print, electronic or any other recorded form) or any property belonging to any persons or entities identified in clause 8.1.1 above except as permitted by law or contract.
- 8.2. Employee/Consultant represents, warrants and covenants to RIM that any offer, acceptance and/or performance of employment/consultancy does not and shall not violate any agreement between Employee/Consultant and any third party, including, without limitation, any employment/consulting agreement, non-competition agreement, non-solicitation agreement, or confidentiality agreement and that in hiring Employee/Consultant RIM is not inducing Employee/Consultant to breach any agreement between Employee/Consultant and any such third party.

RIM CONFIDENTIAL - Internal Use Only	Company-wide Guideline Updated January 12 2009	ODGP-GDL-0016-6 Owner: Bruce Fraser	Page 4 of 8 Approved by: Elizabeth Roe Pfeifer
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Employee/Consultant Confidentiality and Intellectual Property Agreement

9. Further Acts

Employee/Consultant hereby agrees to assist and to co-operate fully with RIM, both during and after Employee/Consultant's employment with or engagement by RIM, and will, at RIM's expense, sign further documents and do such acts and other things reasonably requested by RIM to confirm and record (i) RIM's ownership of Developments and Confidential Information and RIM Property and (ii) the waiver of Employee/Consultant's moral and other rights therein and to otherwise confirm Employee/Consultant's obligations to RIM, and assist RIM to obtain registration or protection of, to enforce its rights in, and to enjoy the full and exclusive benefit of, the Confidential Information, Developments and RIM Property.

10. Enforcement

- 10.1. 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 or through other equitable relief to enforce these obligations without the requirement of posting a bond or other security or the requirement of providing proof of irreparable harm. Employee/Consultant acknowledges the importance to RIM of the strict compliance with the terms of this Agreement and acknowledges that RIM's interest in the strict enforcement thereof will outweigh the balance of convenience or harm which Employee/Consultant may suffer as a result of the strict enforcement of its obligations hereunder.
- 10.2. The Employee/Consultant shall fully indemnify and hold harmless RIM in respect of any loss or damage cause by any breach of the terms of this Agreement by the Employee/Consultant.
- 10.3. The Employee/Consultant agrees that RIM Group Members are an intended third party beneficiary of this Agreement. Accordingly, Employee/Consultant agrees that any RIM Group Member may enforce the terms of this Agreement against Employee/Consultant and obtain any relief that may be available for the breach hereof including injunctive relief, damages, and an accounting of profits, but this Agreement shall not convey any Intellectual Property rights on any other third party.

11. Severability

In the event any or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement but (i) if permitted by applicable law, there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue, and (ii) if substitution is not permitted by applicable law, this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and the Agreement shall be carried out as nearly as possible according to its original terms and intent, and (iii) if and to the extent this Agreement is held to be invalid, illegal or unenforceable, or if this Agreement is construed as if such invalid, illegal or unenforceable provision had never been set forth herein, then the provisions of any previous employee/consultant confidentiality and intellectual property agreement or agreements between RIM and Employee/Consultant shall continue to apply with respect to the Agreement or such portions thereof that are held to be invalid, illegal or unenforceable, subject to the provisions of Section 14.2.

RIM CONFIDENTIAL - Internal Use Only	Company-wide Guideline Updated: January 12, 2009	ODGP-GDL-0010.6 Owner: Bruce Fraser	Page 5 of 8 Approved by: Elizabeth Roe Pfeifer
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Employee/Consultant Confidentiality and Intellectual Property Agreement

12. 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.

13. Choice Of Law And Jurisdiction

- 13.1. The choice of law and jurisdiction provisions set out in the Offer Letter shall apply to this Agreement and shall prevail without regards to conflict of laws principles.
- 13.2. In the event that there is no choice of law provision set out in the Offer Letter or in the event there is no Offer Letter, this Agreement shall be governed by the laws of the place of incorporation of the RIM entity to whom the Employee/Consultant is providing Employee/Consultant's services.
- 13.3. In the event that there is no jurisdiction clause set out in the Offer Letter, or in the event there is no Offer Letter the parties hereto agree to submit all disputes arising out of or in connection with this Agreement to the Court located in the jurisdiction of place of domicile of the Employee/Consultant.

14. Entire Agreement

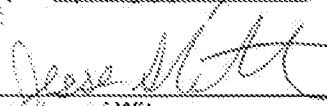
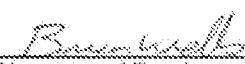
- 14.1. This Agreement including Appendix A and Employee/Consultant's Offer Letter set forth the entire agreement relating to the subject-matter hereof, and any other representations, promises, or conditions that are not in writing and accepted by both parties (electronically or by signing below) shall 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. For clarity, nothing herein is intended to limit or derogate from any other obligation that Employee/Consultant may owe to RIM under applicable law including under common law, equity, or contract.
- 14.2. Unless otherwise agreed in writing by both parties, to the extent of any conflicting provisions between this Agreement and (i) an Offer Letter, the terms of the Offer Letter shall prevail, (ii) the provisions in Appendix A of this Agreement, the provisions of Appendix A shall prevail, and (iii) the provisions of any subsisting employee/consultant confidentiality and intellectual property agreement, the provisions of this Agreement shall prevail, in each case only to the extent of the conflict.

RIM CONFIDENTIAL - Internal Use Only	Company-wide Guideline Updated January 12 2009	ODGP-GDL-0010 6 Owner Bruce Fraser	Page 6 of 8 Approved by Elizabeth Roe Pfeifer
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Employee/Consultant Confidentiality and Intellectual Property Agreement

I acknowledge that, before signing this agreement (whether by indicating my acceptance electronically or by signing below), I was given an opportunity to read, evaluate, and discuss this Agreement with my counsel and personal advisors and with representatives of RIM. Having read and fully understood this agreement, I have executed this Agreement on the 4th day of February, 2009.

SIGNED, SEALED AND DELIVERED on the <u>4th</u> day of <u>February</u> , 200 <u>9</u> in the presence of:	
	 (Seal)
Signature of Witness	Signature of Employee/Consultant
<u>Jesse Schwartz</u>	<u>Brian Wells</u>
Name of Witness (Print)	Name of Employee/Consultant (Print)
<u>71 Bute St. Apr, ON N0B1E0</u>	
Address of Witness (Print)	

RIM CONFIDENTIAL Internal Use Only	Company-wide Guidance Updated January 12, 2009	DISCONTINUED Owner: Bruce Foster	Page 7 of 8 Approved by: Elizabeth Rose Proffer
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Employee/Consultant Confidentiality and Intellectual Property Agreement

Appendix A – Local Country Variations

N/A

RIM CONFIDENTIAL – Internal Use Only	Company-wide Guideline Updated: January 12, 2009	ODGP-GDL-0010.6 Owner: Bruce Fraser	Page 8 of 8 Approved by: Elizabeth Roe Pfeifer
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