# TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DATAVIZ, INC.		07/12/2010	COMPANY: CONNECTICUT

## **RECEIVING PARTY DATA**

Name:	2247643 ONTARIO INC.
Street Address:	295 Phillip Street
City:	Waterloo, Ontario
State/Country:	CANADA
Postal Code:	N2L3W8
Entity Type:	CORPORATION: CANADA

# PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1839288	CONVERSIONS PLUS
Registration Number:	3234741	
Registration Number:	2375963	DOCUMENTS TO GO
Registration Number:	2996755	INBOX TO GO
Registration Number:	1433606	MACLINK
Registration Number:	2537288	PDF TO GO
Registration Number:	2738649	PICS TO GO
Registration Number:	3163194	ROADSYNC
Registration Number:	2525973	SHEET TO GO
Registration Number:	2911356	SLIDESHOW TO GO
Registration Number:	2804551	SMARTLIST TO GO

## **CORRESPONDENCE DATA**

Fax Number: (703)413-2220

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK
REEL: 004561 FRAME: 0138

900194379

Phone: 703-413-3000

Email: tmdocket@oblon.com
Correspondent Name: Jeffrey H. Kaufman
Address Line 1: 1940 Duke Street

Address Line 4: Alexandria, VIRGINIA 22314

ATTORNEY DOCKET NUMBER: 380683US33

# DOMESTIC REPRESENTATIVE

Name: Jeffrey H. Kaufman Address Line 1: 1940 Duke Street

Address Line 4: Alexandria, VIRGINIA 22314

NAME OF SUBMITTER: Jeffrey H. Kaufman

Signature: /Jeffrey H. Kaufman/

Date: 06/14/2011

#### Total Attachments: 6

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#### **EXECUTION VERSION**

# GENERAL ASSIGNMENT OF INTANGIBLES

THIS AGREEMENT is dated for reference July 2, 2010 (the "Effective Date").

BETWEEN:

2247643 ONTARIO INC., a corporation incorporated under the laws of Ontario (the "Assignee")

AND:

DATAVIZ, INC., a company incorporated under the laws of Connecticut (the "Assignor")

#### WHEREAS:

- A. Under an asset purchase agreement dated as of July 2, 2010 (the "Purchase Agreement"), Research In Motion Limited, a corporation incorporated under the laws of Canada ("RIM"), the Assignee, Research In Motion Corporation, a company incorporated under the laws of Delaware and a direct wholly-owned subsidiary of RIM (collectively, the "Buyer Parties") and the Assignor and its shareholders, the Assignor and its shareholders have sold and the Buyer Parties have purchased certain assets for the price and on the terms and conditions set out in the Purchase Agreement; and
- B. Pursuant to the Purchase Agreement, the Assignor must deliver this Agreement to the Buyer Parties on the closing of the transaction contemplated thereby (the "Closing Date").

NOW, THEREFORE, in consideration of the foregoing, the representations, warranties, covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

- 1. <u>Definitions</u>. For the purposes of this Agreement, all capitalized terms that are not defined in this Agreement will have the meaning assigned to them in the Purchase Agreement.
- 2. Agreement. As and from the Closing Date, the Assignor absolutely and unconditionally grants, assigns, transfers, conveys and sets over to the Assignee all of the Assignor's right, title and interest both at law and in equity, free and clear of all Liens, in and to the intangible RIM SUB Transferred Assets listed in Appendix A to this Agreement (the "Transferred Intangible Assets") and all modifications and derivative works thereof, wherever the same subsist or will subsist, including all rights of action, powers and benefits to the Assignor, to have and to hold the same for the Assignee's sole use and benefit, and with full power and authority to exercise and enforce any right of the Assignor in respect thereof in the name of the Assignor or the Assignee, as determined from time to time by the Assignee in its sole discretion.
- 3. <u>Further Acts</u>. From and after the date hereof, the Seller shall cooperate with the Assignee in connection with any steps required to be taken as part of or in furtherance of the Seller's obligations under this Agreement, and shall: (a) furnish upon request to the

DOCS #1410064 v. 3

Assignee such further information; (b) execute and deliver to the Assignee such other documents; and (c) do such other acts and things, all as the Assignee may reasonably request for the purpose of giving effect to the purpose and intent of this Agreement, including, without limitation, for confirming or evidencing ownership of the Transferred Intangible Assets or the waiver of moral rights therein, or for obtaining, registering, or enforcing any right in respect of the Transferred Intangible Assets. The Buyer Parties or their successors or assigns, as applicable, shall be responsible for all reasonable out-of-pocket expenses of the Seller in complying with the obligations under this paragraph.

- 4. Remedies. The rights and remedies conferred hereunder are not intended to be exclusive of any other rights or remedies available to any party hereto in connection with the breach or failure of any of the covenants, warranties, representations or other obligations of any other party hereunder, and nothing contained herein will be construed in any manner as restricting or derogating from any other such rights or remedies.
- 5. No Superseding or Merger. The provisions contained in this Agreement will not supersede or merge with any provision contained in the Purchase Agreement. The provisions contained in this Agreement will not merge in any transfer, assignment, novation agreement or other document or instrument issued pursuant to or in connection with this Agreement.
- 6. Agreement Subject to Purchase Agreement. The provisions of this Agreement are expressly made subject to the Purchase Agreement and in the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement will prevail. This Agreement will not affect, alter, enlarge, diminish or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms or provisions of the Purchase Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms and provisions contained in the Purchase Agreement shall survive this Agreement to the extent and in the manner set forth in the Purchase Agreement.
- 7. <u>Binding Effect</u>. This Agreement will enure to the benefit of and be binding upon the heirs, executors, administrators, legal representatives, successors and permitted assigns of the parties, as applicable.
- 8. Severability. To the extent any provision or portion thereof of this Agreement is determined to be illegal, invalid or unenforceable by a competent authority in any jurisdiction, then such determination of that provision or portion thereof will not affect:

  (a) the legality, validity or enforceability of the remaining provisions of this Agreement; or (b) the legality, validity or enforceability of that provision in any other jurisdiction, and that provision (or portion thereof) will be limited if possible and only thereafter severed, if necessary, to the extent required to render the Agreement valid and enforceable and possible while maintaining the overall intent of the Parties under this Agreement.
- 9. <u>Assignment</u>. This Agreement may not be assigned by the Assignor without the prior written consent of the Assignee, which consent may be arbitrarily withheld.

2

- 10. <u>Interpretation</u>. Titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Whenever the context requires in this Agreement, the singular shall include the plural, and vice versa. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.
- 11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the choice of law rules of any other jurisdiction.
- 12. Counterparts. This agreement may be executed in two original counterparts and transmitted electronically, including by electronic mail or by facsimile, and if so executed and transmitted will be deemed to be delivered to the party receiving such electronic transmission, with the same effect as if all the parties had signed the same document, and will become effective when one or more counterparts have been signed by all of the parties and delivered to each of the other parties. All counterparts will be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any of the counterparts, will be deemed to be the day and year first above written.

[Signature Page Follows]

3

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

LEGAL OK	Per: Authorized Significary	
	DATAVIZ, INC.	
	PerAuthorized Signatory	

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

2247	543 ONTARIO INC.
Per:	Authorized Signatory
DAT	AVIZ, INC.
Per	Authorized Signatory

# Appendix A

1. Trade-mark registrations as listed in the following table:

Trade-mark Registration Number	Country	
1,839,288	United States	
3,234,741	United States	
004448569	European Union	
2,375,963	United States	
004482287	European Union	
2,996,755	United States	
1,433,606	United States	
2,537,288	United States	
2,738,649	United States	
3,163,194	United States	
004049078	European Union	
2,525,973	United States	
2,911,356	United States	
2,804,551	United States	
	1,839,288  3,234,741  004448569  2,375,963  004482287  2,996,755  1,433,606  2,537,288  2,738,649  3,163,194  004049078  2,525,973  2,911,356	

2. All Owned MDA IP, and includes, without limitation, all right, title, and interest in and to the Owned MDA IP and all Intellectual Property Rights therein, relating to or in connection with the mobile device applications known as Documents to Go and RoadSync as of the Effective Date. Excludes all Licensed MDA IP.

DOCS #1410064 v. 3

**RECORDED: 06/14/2011** 

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