PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3203254

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
D-WAVE SYSTEMS INC.	01/21/2015

RECEIVING PARTY DATA

Name:	Venture Lending & Leasing VI, Inc.
Street Address:	104 La Mesa Drive, Suite 102
City:	Portola Valley
State/Country:	CALIFORNIA
Postal Code:	94028
Name:	Venture Lending & Leasing VII, Inc.
Street Address:	104 La Mesa Drive, Suite 102
City:	Portola Valley
State/Country:	CALIFORNIA
Postal Code:	94028

PROPERTY NUMBERS Total: 151

Property Type	Number
Patent Number:	8733763
Application Number:	09452749
Application Number:	09479336
Application Number:	09637514
Application Number:	09810818
Application Number:	09823895
Application Number:	09839636
Application Number:	09839637
Application Number:	09855487
Application Number:	09855817
Application Number:	09872495
Application Number:	09875776
Application Number:	10025818
Application Number:	10025848
Application Number:	10058181

Property Type	Number
Application Number:	10117696
Application Number:	10121800
Application Number:	10121810
Application Number:	10121817
Application Number:	10134665
Application Number:	10155746
Application Number:	10192623
Application Number:	10194704
Application Number:	10231385
Application Number:	10232136
Application Number:	10321065
Application Number:	10321941
Application Number:	10351631
Application Number:	10351632
Application Number:	10419024
Application Number:	10445096
Application Number:	10719925
Application Number:	10746992
Application Number:	10791617
Application Number:	10798737
Application Number:	10801335
Application Number:	10801336
Application Number:	10801340
Application Number:	10845638
Application Number:	10934049
Application Number:	11089650
Application Number:	11089653
Application Number:	11092953
Application Number:	11093205
Application Number:	11247857
Application Number:	11267459
Application Number:	11267478
Application Number:	11317838
Application Number:	11411051
Application Number:	11484368
Application Number:	11608214
Application Number:	11625702
Application Number:	11765361

Property Type	Number
Application Number:	11777910
Application Number:	11850437
Application Number:	11932248
Application Number:	11932261
Application Number:	11948817
Application Number:	11950276
Application Number:	12013192
Application Number:	12016709
Application Number:	12016801
Application Number:	12098347
Application Number:	12098348
Application Number:	12106024
Application Number:	12109847
Application Number:	12113753
Application Number:	12120354
Application Number:	12135899
Application Number:	12193601
Application Number:	12194282
Application Number:	12236040
Application Number:	12238147
Application Number:	12242133
Application Number:	12247475
Application Number:	12256330
Application Number:	12256332
Application Number:	12262417
Application Number:	12266378
Application Number:	12397999
Application Number:	12473970
Application Number:	12483971
Application Number:	12503671
Application Number:	12575345
Application Number:	12618554
Application Number:	12703534
Application Number:	12811067
Application Number:	12845352
Application Number:	12848764
Application Number:	12849588
Application Number:	12865341

Property Type	Number
Application Number:	12909682
Application Number:	12922626
Application Number:	12934254
Application Number:	12944509
Application Number:	12944518
Application Number:	12945717
Application Number:	12946643
Application Number:	12991888
Application Number:	12991889
Application Number:	12991891
Application Number:	12991893
Application Number:	12992047
Application Number:	12992049
Application Number:	12992057
Application Number:	13011697
Application Number:	13050742
Application Number:	13156172
Application Number:	13210169
Application Number:	13228219
Application Number:	13284418
Application Number:	13300169
Application Number:	13325785
Application Number:	13416794
Application Number:	13462494
Application Number:	13529664
Application Number:	13539039
Application Number:	13608836
Application Number:	13611672
Application Number:	13615075
Application Number:	13673578
Application Number:	13678266
Application Number:	13707210
Application Number:	13796949
Application Number:	13806404
Application Number:	13808006
Application Number:	13863218
Application Number:	13863962
Application Number:	13958339

Property Type	Number
Application Number:	14050062
Application Number:	14086697
Application Number:	14109604
Application Number:	14109657
Application Number:	14109663
Application Number:	14163838
Application Number:	14173101
Application Number:	14175722
Application Number:	14175731
Application Number:	14186895
Application Number:	14250041
Application Number:	14255561
Application Number:	14273200
Application Number:	14280204
Application Number:	14284138
Application Number:	14316372
Application Number:	14383837
PCT Number:	US1329680
PCT Number:	US1361459
PCT Number:	US1371226
PCT Number:	US1414836
PCT Number:	US1415362

CORRESPONDENCE DATA

Fax Number: (415)777-4961

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.

Phone: 415 981 1400

Email: gkiviat@grmslaw.com

Correspondent Name: JEFFREY T. KLUGMAN

Address Line 1: FOUR EMBARCADERO CENTER, SUITE 4000

Address Line 4: SAN FRANCISCO, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	48046/0136 P
NAME OF SUBMITTER:	JEFFREY T. KLUGMAN
SIGNATURE:	/Jeffrey T. Klugman/
DATE SIGNED:	01/29/2015

Total Attachments: 17

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of January 21, 2015, by and between D-WAVE SYSTEMS INC., a corporation incorporated under the Canada Business Corporations Act, ("Grantor"), and VENTURE LENDING & LEASING VI, INC. ("VLL6") and VENTURE LENDING & LEASING VII, INC. ("VLL7"), both Maryland corporations (sometimes referred to herein individually or together as "Secured Party").

RECITALS

A.   Pursuant to (i) that certain Loan and Security Agreement dated as of February 18, 2014 between Grantor, as borrower, and VLL6, as lender, and (ii) that certain Loan and Security Agreement as of February 18, 2014 between Grantor, as borrower, and VLL7, as lender, as such agreements may from time to time be amended, restated, supplemented or otherwise modified (individually and together, the "Loan Agreement"), Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B.   Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1.   **Grant of Security Interest.** As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now solely owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires sole ownership of (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a)   Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b)   All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c)   All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or

appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d)   Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e)   All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f)   All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g)   All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2.   Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a)   Grantor is now the sole owner of the Collateral, except for Permitted Liens;

(b)   During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens;

(c)   To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d)   **Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;**

(e)   Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld;

(f)   Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations; and

(g)   Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

3.   Further Assurances.

(a)   On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b)   Promptly following any change in the composition of the Collateral, Grantor agrees to execute any amendment or supplement to Exhibits A, B and C to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, as Secured Party may request. Grantor shall reimburse Secured Party, no later than ten (10) Business Days following

Secured Party's demand therefor, for Secured Party's attorneys' fees, costs and expenses incurred in connection therewith.

4. **Events of Default.** The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. **Amendments.** This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

7. **Several Nature of Secured Party's Obligations and Rights; Pari Passu Security Interests.** This Agreement is and shall be interpreted for all purposes as separate and distinct agreements between Grantor and VLL6, on the one hand, and Grantor and VLL7, on the other hand, and nothing in this Agreement shall be deemed a joint venture, partnership or other association between VLL6 and VLL7. Each reference in this Agreement to "Secured Party" shall mean and refer to each of VLL6 and VLL7, singly and independent of one another. Without limiting the generality of the foregoing, the covenants and other obligations of "Secured Party" under this Agreement are several and not joint obligations of VLL6 and VLL7, and all rights and remedies of "Secured Party" under this Agreement may be exercised by VLL6 and/or VLL7 independently of one another. The security interests granted by Grantor to each of VLL6 and VLL7 hereunder and under the Loan Agreement shall be deemed to have been granted and perfected at the same time and shall be of equal priority.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

D-WAVE SYSTEMS INC.

3033 Beta Avenue
Burnaby, BC V5G 4M9
Canada
Attn:

By: _~W—Wall_

Name: _WARREN WALL_

Its: _COO_

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING VI, INC.

104 La Mesa Drive, Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

By: _____

Name: _____

Its: _____

Address of Secured Party:

VENTURE LENDING & LEASING VII, INC.

104 La Mesa Drive, Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

By: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

D-WAVE SYSTEMS INC.

3033 Beta Avenue
Burnaby, BC V5G 4M9
Canada
Attn:

By: _____

Name: _____

Its: _____

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING VI, INC.

104 La Mesa Drive, Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

By: _____

Name: Rudy Ruano

Its: Investment Partner

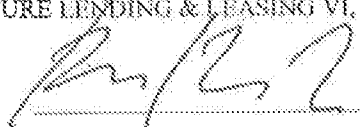Address of Secured Party:

VENTURE LENDING & LEASING VII, INC.

104 La Mesa Drive, Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

By: _____

Name: Rudy Ruano

Its: Investment Partner

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
No registered copyrights		

Patents

Description	Registration/Serial Number	Registration/Application Date
Permanent Readout Superconducting Qubit	09/452,749	1999-Dec-01
Quantum Computing Method Using Magnetic Flux States At A Josephson Junction	09/855,817	2001-May-14
Qubit Using A Josephson Junction Between S-Wave And D-Wave Superconductors	09/479,336	2000-Jan-07
Quantum Computing Method Using Josephson Junction Between S-Wave And D-Wave Superconductors	09/855,487	2001-May-14
Shaped Josephson Junction Qubits	09/637,514	2000-Aug-11
Superconducting DOT/Anti-DOT Flux Qubit Based On Time-Reversal Symmetry Breaking Effects	09/810,818	2001-Mar-16
Method Of Forming Superconducting DOT/Antidot Flux Qubits Based On Time-Reversal Symmetry Breaking Effects	10/058,181	2002-Jan-25
Quantum Bit With A Multi-Terminal Junction And Loop With A Phase Shift	09/839,636	2001-Apr-20
Quantum Bit With A Multi-Terminal Junction And Loop With A Phase Shift	09/839,637	2001-Apr-20
High Sensitivity, Directional Dc-Squid Magnetometer	09/823,895	2001-Mar-31
High Sensitivity, Directional Dc-Squid Magnetometer	10/192,623	2002-Jul-09
Method Of Fluxon Injection Into Annular Josephson Junction	10/117,696	2002-Apr-04
Four Terminal Readout System For Reading The State Of A Phase Qubit.	09/875,776	2001-Jun-05
Four Terminal Readout System For Reading The State Of A Phase Qubit.	10/155,746	2002-May-24
Four Terminal Readout System For Reading The State Of A Phase Qubit	10/194,704	2002-Jul-12
Quantum Processing System For A Superconducting Qubit	09/872,495	2001-Jun-01
Methods For Controlling Qubits	10/791,617	2004-Mar-02
Superconducting Low Inductance Qubit	10/232,136	2002-Aug-29
Trilayer Heterostructure Josephson Junctions	10/231,385	2002-Aug-29
Finger Squid Qubit Device	10/025,848	2001-Dec-17
Finger Squid Qubit Device	10/025,818	2001-Dec-18
Finger Squid Qubit Device	10/351,631	2003-Jan-23
Finger Squid Qubit Device	10/351,632	2003-Jan-23
Characterization And Measurement Of Superconducting Structures	10/321,065	2002-Dec-16
Quantum Phase-Charge Coupled Device	10/121,817	2002-Apr-12
Quantum Phase-Charge Coupled Device	10/121,810	2002-Apr-12
Quantum Phase-Charge Coupled Device	10/121,800	2002-Apr-12

Multi-Junction Phase Qubit	10/321,941	2002-Dec-17
Extra-Substrate Control System	10/746,992	2003-Dec-24
Extra Substrate Control System	10/134,665	2002-Apr-26
Sub-Flux Quantum Generator	10/445,096	2003-May-23
Resonant Controlled Qubit System	10/419,024	2003-Apr-17
Resonant Controlled Qubit System	10/801,335	2004-Mar-15
Resonant Controlled Qubit System	10/801,340	2004-Mar-15
Resonant Controlled Qubit System	10/798,737	2004-Mar-10
Resonant Controlled Qubit System	10/801,336	2004-Mar-15
Quantum Logic Using Three Energy Levels	10/719,925	2003-Nov-20
Conditional Rabi Oscillation Readout For Quantum Computing	10/845,638	2004-May-14
Superconducting Phase-Charge Qubits	10/934,049	2004-Sep-03
Methods Of Adiabatic Quantum Computing	200780003666.0	2007-Jan-22
Adiabatic Quantum Computation With Superconducting Qubits	3914/CHENP/2008	2007-Jan-22
Methods Of Adiabatic Quantum Computing	2008-7020947	2007-Jan-22
Adiabatic Quantum Computation With Superconducting Qubits	12/845,352	2010-Jul-28
Adiabatic Quantum Computation With Superconducting Qubits	11/092,953	2005-Mar-28
Adiabatic Quantum Computation With Superconducting Qubits	11/093,205	2005-Mar-28
Methods Of Adiabatic Quantum Computation Comprising Of Hamiltonian Scaling	11/625,702	2007-Jan-22
Methods For Quantum Processing	11/089,650	2005-Mar-25
Bus Architectures For Quantum Processing	11/089,653	2005-Mar-25
Superconducting Qubits Having A Plurality Of Capacitive Couplings	11/267,459	2005-Nov-04
A Superconducting Qubit With A Plurality Of Capacitive Couplings	11/267,478	2005-Nov-04
Analog Processor Comprising Quantum Devices	2005-318843	2005-Dec-23
Analog Processor Comprising Quantum Devices	2,592,084	2005-Dec-23
Analog Processor Comprising Quantum Devices	2,853,583	2014-Jun-7
Analog Processor Comprising Quantum Devices	200580044348.X	2005-Dec-23
Analog Processor Comprising Quantum Devices	05 849 198.6	2005-Dec-23
Analog Processor Comprising Quantum Devices	2007-547127	2005-Dec-23
Analog Processor Comprising Quantum Devices	10-2007-7014632	2005-Dec-23
Analog Processor Comprising Quantum Devices	200704685-7	2005-Dec-23
Analog Processor Comprising Quantum Devices	11/317,838	2005-Dec-22
Analog Processor Comprising Quantum Devices	11/608,214	2006-Dec-07

Analog Processor Comprising Quantum Devices	12/397,999	2009-Mar-04
Analog Processor Comprising Quantum Devices	13/210,169	2011-Aug-15
Analog Processor Comprising Quantum Devices	13/608,836	2012-Sep-10
Analog Processor Comprising Quantum Devices	14/175,731	2014-Feb-07
Coupling Methods And Architectures For Information Processing	2005-321780	2005-Dec-30
Coupling Methods And Architectures For Information Processing	200580045676.1	2005-Dec-30
Coupling Methods And Architectures For Information Processing	05823448.5	2005-Dec-30
Coupling Methods And Architectures For Information Processing	2007-548651	2005-Dec-30
Coupling Methods And Architectures For Information Processing	10-2007-7014589	2005-Dec-30
Coupling Methods And Architectures For Information Processing	200704709-5	2005-Dec-30
Coupling Methods And Architectures For Information Processing	11/247,857	2005-Oct-10
Coupling Methods And Architectures For Information Processing	12/575,345	2009-Oct-07
Qubit State Copying	2006-255515	2006-Apr-26
Qubit State Copying	2,606,286	2006-Apr-26
Qubit State Copying	200680016776.6	2006-Apr-26
Qubit State Copying	06 741 429.2	2006-Apr-26
Qubit State Copying	2008-508038	2006-Apr-26
Qubit State Copying	2007-7026785	2006-Apr-26
Qubit State Copying	200717146-5	2006-Apr-26
Qubit State Copying	11/411,051	2006-Apr-25
Systems, Devices, And Methods For Controllably Coupling Qubits	12/618,554	2009-Nov-13
Method And System For Solving Integer Programming And Discrete Optimization Problems Using Analog Processors	11/850,437	2007-Sep-05
Systems, Methods And Apparatus For Factoring Numbers	11/484,368	2006-Jul-10
Systems And Methods For Factoring Numbers	12/848,764	2010-Aug-02
Systems And Methods For Solving Computational Problems	12/849,588	2010-Aug-03
Graph Embedding Techniques	11/932,248	2007-Oct-31
Graph Embedding Techniques	13/156,172	2011-Aug-06
Systems, Devices And Method For Solving Computational Problems	11/765,361	2007-Jun-19
Systems, Devices And Method For Solving Computational Problems	13/462,494	2012-May-02
Systems, Methods And Apparatus For Quasi-Adiabatic Quantum Computation	11/777,910	2007-Jul-13
Processing Relational Database Problems Using	11/932,261	2007-Oct-31

Analog Processors		
Processing Relational Database Problems Using Analog Processors	12/946,643	1900-Jan-00
Systems, Devices And Methods For Controllably Coupling Qubits	12/238,147	2008-Sep-25
Superconducting Shield For Use With An Integrated Circuit For Quantum Computing	2,667,640	2007-Nov-30
Superconducting Shielding For Use With An Integrated Circuit For Quantum Computing	11/948,817	2007-Nov-30
Superconducting Shielding For Use With An Integrated Circuit For Quantum Computing	12/703,534	2010-Feb-10
Quantum Processor	12/194,282	2008-Aug-19
Systems, Methods And Apparatus For Digital-To-Analog Conversion Of Superconducting Magnetic Flux Signals	12/120,354	2008-May-14
Systems, Methods And Apparatus For Digital-To-Analog Conversion Of Superconducting Magnetic Flux Signals	13/325,785	2011-Dec-14
Systems, Methods And Apparatus For Local Programming Of Quantum Processor Elements	2007329156	2009-May-26
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Systems And Methods For Cryogenic Refrigeration	14/284,138	2014-May-21

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EXHIBIT C

Trademarks

Description	U.S. Registration/Application Number	Registration/Application Date
"D-WAVE" (Wordmark)	77/368,747	10-Jan-08