

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4367983

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
VENTURE LENDING & LEASING VI, INC.	04/06/2017
VENTURE LENDING & LEASING VII, INC.	04/06/2017

**RECEIVING PARTY DATA**

<b>Name:</b>	D-WAVE SYSTEMS INC.
<b>Street Address:</b>	3033 BETA AVENUE
<b>City:</b>	BURNABY, BRITISH COLUMBIA
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	V5G 4M9

**PROPERTY NUMBERS Total: 145**

Property Type	Number
Application Number:	09452479
Application Number:	09855817
Application Number:	09479336
Application Number:	09855487
Application Number:	09637514
Application Number:	09810818
Application Number:	10058181
Application Number:	09839636
Application Number:	09839637
Application Number:	09823895
Application Number:	10192623
Application Number:	10117696
Application Number:	09875776
Application Number:	10155746
Application Number:	10194704
Application Number:	09872495
Application Number:	10791617
Application Number:	10232136
Application Number:	10231385

PATENT

<b>Property Type</b>	<b>Number</b>
Application Number:	10025848
Application Number:	10025818
Application Number:	10351631
Application Number:	10351632
Application Number:	10321065
Application Number:	10121817
Application Number:	10121810
Application Number:	10121800
Application Number:	10321941
Application Number:	10746992
Application Number:	10134665
Application Number:	10445096
Application Number:	10419024
Application Number:	10801335
Application Number:	10801340
Application Number:	10798737
Application Number:	10801336
Application Number:	10719925
Application Number:	10845638
Application Number:	10934049
Application Number:	12845352
Application Number:	11092953
Application Number:	11093205
Application Number:	11625702
Application Number:	11089650
Application Number:	11089653
Application Number:	11267459
Application Number:	11267478
Application Number:	11317838
Application Number:	11608214
Application Number:	12397999
Application Number:	13210169
Application Number:	13608836
Application Number:	14175731
Application Number:	11247857
Application Number:	12575345
Application Number:	11411051
Application Number:	12618554

<b>Property Type</b>	<b>Number</b>
Application Number:	11850437
Application Number:	11484368
Application Number:	12848764
Application Number:	12849588
Application Number:	11932248
Application Number:	13156172
Application Number:	11765361
Application Number:	13462494
Application Number:	11777910
Application Number:	11932261
Application Number:	12946643
Application Number:	12238147
Application Number:	11948817
Application Number:	12703534
Application Number:	12194282
Application Number:	12120354
Application Number:	13325785
Application Number:	11950276
Application Number:	12944509
Application Number:	13228219
Application Number:	12109847
Application Number:	12909682
Application Number:	12013192
Application Number:	12016801
Application Number:	12016709
Application Number:	12113753
Application Number:	12098348
Application Number:	12098347
Application Number:	13539039
Application Number:	12106024
Application Number:	13284418
Application Number:	12135899
Application Number:	12256330
Application Number:	12256332
Application Number:	13416794
Application Number:	12193601
Application Number:	12236040
Application Number:	12473970

<b>Property Type</b>	<b>Number</b>
Application Number:	13529664
Application Number:	12247475
Application Number:	12266378
Application Number:	12865341
Application Number:	12262417
Application Number:	12811067
Application Number:	13863218
Application Number:	12242133
Application Number:	12991888
Application Number:	12483971
Application Number:	12922626
Application Number:	12934254
Application Number:	13611672
Application Number:	14273200
Application Number:	12945717
Application Number:	12991891
Application Number:	13958339
Application Number:	12991889
Application Number:	12503671
Application Number:	12992049
Application Number:	12991893
Application Number:	12992047
Application Number:	14186895
Application Number:	12992057
Application Number:	12944518
Application Number:	14255561
Application Number:	13011697
Application Number:	13707210
Application Number:	13050742
Application Number:	13863962
Application Number:	13808006
Application Number:	13300169
Application Number:	13806404
Application Number:	13615075
Application Number:	14383837
Application Number:	13673578
Application Number:	13678266
Application Number:	14050062

Property Type	Number
Application Number:	13796949
Application Number:	14109604
Application Number:	14175722
Application Number:	14086697
Application Number:	14109657
Application Number:	14109663
Application Number:	14250041
Application Number:	14163838
Application Number:	14173101
Application Number:	14280204
Application Number:	14316372
Application Number:	14284138

**CORRESPONDENCE DATA**

**Fax Number:** (206)682-6031

*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:** 206-622-4900

**Email:** dons@seedip.com

**Correspondent Name:** SEED IP LAW GROUP LLP

**Address Line 1:** 701 FIFTH AVENUE

**Address Line 2:** SUITE 5400

**Address Line 4:** SEATTLE, WASHINGTON 98104

<b>ATTORNEY DOCKET NUMBER:</b>	240105.076
<b>NAME OF SUBMITTER:</b>	FRANK ABRAMONTE
<b>SIGNATURE:</b>	/Frank Abramonte/
<b>DATE SIGNED:</b>	04/13/2017

**Total Attachments: 20**

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**VENTURE LENDING & LEASING VI, INC.  
VENTURE LENDING & LEASING VII, INC.**

104 La Mesa Drive, Suite 102  
Portola Valley, CA 94028

April 6, 2017

D-Wave Systems, Inc.  
3033 Beta Ave.  
Burnaby, BC V5G4M9

Ladies and Gentlemen:

D-Wave Systems, Inc., a British Columbia corporation ("Borrower"), has paid in full all indebtedness under that certain Loan and Security Agreements, dated as of March 29, 2007, between Borrower and Venture Lending & Leasing IV, Inc., and Venture Lending & Leasing V, Inc., Loan and Security Agreements, dated as of December 15, 2009, between Borrower and Venture Lending & Leasing V, Inc., Loan and Security Agreements, dated as of August 31, 2010, between Borrower and Venture Lending & Leasing V, Inc., and Venture Lending & Leasing VI, Inc., Loan and Security Agreements, dated as of February 18, 2014, between Borrower and Venture Lending & Leasing VI, Inc., and Venture Lending & Leasing VII, Inc., (all as "Lender") as supplemented by the Supplements thereto of even date therewith (as so supplemented, the "Loan Agreements"; the terms defined therein and not otherwise defined herein being used herein as therein defined).

In connection therewith, Lender acknowledges and agrees that:

- (1) all of Borrower's outstanding debts, liabilities and obligations to Lender under the Loan Agreements and any other related loan and collateral security documents that may have been executed by Borrower (collectively, the "Loan Documents"; provided, however, "Loan Documents" shall not include any warrant instrument issued by Borrower to Lender's parent company or any other equity securities of Borrower acquired by Lender's parent company) have been satisfied in full and all Persons obligated therefor, whether by guaranty or otherwise, have been released from all liability therefor and Borrower has been released and discharged from any and all obligations, covenants and Agreements under the Loan Documents without further action from any Person;
- (2) the Commitment to make Loans under the Loan Agreements, to the extent not previously expired, shall hereby be terminated and be of no further force or effect, Lender shall hereby be released from any and all obligations, covenants and Agreements under the Loan Documents, and Lender shall not have any further obligation to make any Loans under the Loan Agreements;

(3) all Liens of any kind, nature, or description, whenever and however arising, which Lender may have on any of the assets and property, real or personal, tangible or intangible, of Borrower; and any of its Subsidiaries granted in favor of Lender, including, without limitation, Liens created by, arising under, or granted to Lender pursuant to the Loan Documents, shall hereby automatically terminate and be satisfied and released;

(4) all Collateral pledged under the Loan Documents (including stock certificates, related stock powers, promissory notes, instruments and chattel paper) that remains in the possession of Lender shall be returned to Borrower;

(5) Borrower and its attorneys and designees shall hereby be authorized to file such necessary and appropriate UCC termination statements and such other releases, discharges and instruments necessary or appropriate to effect such release, and to record release of liens in patents, trademarks and copyrights for filing in the applicable filing and recording offices; and

(6) Lender shall deliver notices to terminate any control Agreements (including, without limitation, deposit and securities account control agreements) relating to any assets and property in which Borrower has granted a security interest or lien under any of the Loan Documents.

This letter may not be amended, modified or waived except in a writing signed by Lender. In the event of any conflict, inconsistency, or incongruity between any provision of this letter and any provision of the Pay-Off Letter, the provisions of the Pay-Off Letter shall govern and control.

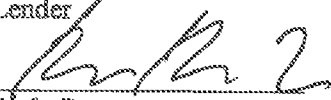
This letter shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of California, without regard to conflict of laws principles. This letter may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any party may execute this letter by facsimile signature or scanned signature in PDF (or like) format, and any such facsimile signature or scanned signature shall be deemed an original signature and each of the parties is hereby authorized to rely thereon.

Notwithstanding anything to the contrary set forth in this letter: (i) those obligations, liabilities, covenants and terms that are expressly specified in any Loan Document as surviving that respective Agreements' termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreements, shall continue to survive notwithstanding anything to the contrary set forth herein; and (ii) nothing set forth herein shall affect or be deemed to affect those obligations, liabilities, covenants and terms set forth in any warrant instrument issued to Lender's parent company or set forth in any other equity securities of Borrower acquired by Lender's parent company.



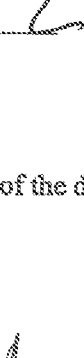
Very truly yours,

VENTURE LENDING & LEASING VI, INC.  
VENTURE LENDING & LEASING VII, INC.  
both as Lender

By:   
Name: Rudy Ruano  
Title: Investment Partner

Acknowledged and agreed as of the date first written above:

D-WAVE SYSTEMS, INC.,  
as Borrower

By:   
Name: Shelley Bubb  
Title: Sr. Director of Finance Accounting & Financial Reporting

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]*

*[Signature page to Intellectual Property Security Agreement]*

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

GRANTOR:

Address of Grantor:

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

D-WAVE SYSTEMS INC.

By: W. Wall

Name: WARREN WALL

Its: COO

SECURED PARTY:

Address of Secured Party:

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

VENTURE LENDING & LEASING VI, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Address of Secured Party:

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

VENTURE LENDING & LEASING VII, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

*[Signature page to Intellectual Property Security Agreement]*

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

GRANTOR:

Address of Grantor:

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

D-WAVE SYSTEMS INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

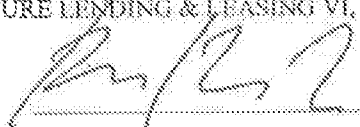
Its: \_\_\_\_\_

SECURED PARTY:

Address of Secured Party:

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

VENTURE LENDING & LEASING VI, INC.

By:  \_\_\_\_\_

Name: Rudy Ruano

Its: Investment Partner

Address of Secured Party:

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

VENTURE LENDING & LEASING VII, INC.

By:  \_\_\_\_\_

Name: Rudy Ruano

Its: Investment Partner

EXHIBIT A

Copyrights

Description  
No registered copyrights

Registration Number

Registration Date



EXHIBIT B

Patents

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/Application Date</u>
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
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Systems And Methods For Cryogenic Refrigeration	14/284,138	2014-May-21

EXHIBIT C

Trademarks

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