505421733 04/10/2019

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ERIC CHRISTOPHER PETERSON	03/28/2019
ROBERT STANLEY SMITH	03/27/2019

RECEIVING PARTY DATA

Name:	RIGETTI & CO, INC.	
Street Address:	2919 SEVENTH ST.	
City:	BERKELEY	
State/Country:	CALIFORNIA	
Postal Code:	94710	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16219694

CORRESPONDENCE DATA

Fax Number: (650)938-5200

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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Correspondent Name: CHRISTOPHER-CHARLES P. KING

Address Line 1: FENWICK & WEST LLP Address Line 2: **801 CALIFORNIA STREET**

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ATTORNEY DOCKET NUMBER:	34009-41633	
NAME OF SUBMITTER:	CHRISTOPHER P. KING, REG. 60985	
SIGNATURE:	/Christopher King/	
DATE SIGNED: 04/10/2019		
This document serves as an Oath/Declaration (37 CFR 1.63).		

Total Attachments: 2

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PATENT REEL: 048851 FRAME: 0690 505421733

COMBINED ASSIGNMENT/DECLARATION

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to **Rigetti & Co, Inc.**, a Delaware corporation, having a place of business at 2919 Seventh St., Berkeley, CA 94710 ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

- 1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the following provisional or non-provisional application filed under 35 U.S.C. § 171, Registered Community Designs, international application filed according to the Patent Cooperation Treaty (PCT), or U.S. national phase application filed under 35 U.S.C. § 371 ("APPLICATION"), and any patents issuing thereon ("PATENT RIGHTS"):
 - Application No. 16/219,694, entitled "QUANTUM INSTRUCTION COMPILER FOR OPTIMIZING HYBRID ALGORITHMS," filed on December 13, 2018, which claims priority from Provisional Application No. 62/598,864, filed December 14, 2017, Provisional Application No. 62/633,170, filed February 21, 2018, and Provisional Application No. 62/757,615, Filed November 8, 2018.
 - 2. The entire worldwide right, title, and interest in and to:
- (a) the APPLICATION; (b) all applications claiming priority from the APPLICATION; (c) all provisional, utility, divisional, continuation, substitute, renewal, reissue, and other applications related thereto that have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) that may be granted on the applications set forth in (a), (b), and (c) above; and (e) all right of priority in the APPLICATION and in any underlying provisional or foreign application, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not

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34009/38125/FW/10157257.1

Title:	QUANTUM INSTRUCTION COMPILER FOR OPTIMIZING HYBRID ALGORITHMS
Filed:	December 13, 2018 Attorney Docket #: 34009-41633/US
Application #:	16/219,694

hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or other authority for recordation of this document.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

By signing below, INVENTOR further attests to the following:

- The APPLICATION was made or authorized to be made by INVENTOR.
- INVENTOR believes that INVENTOR is the original inventor or an original joint inventor of a claimed invention in the APPLICATION.

INVENTOR hereby acknowledges that any willful false statement made in this document is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

Name and Signature	Date of Signature (REQUIRED)
Erii Christopher Peterson	Mar 28, 2019
Eric Christopher Peterson	
Name and Signature	Date of Signature (REQUIRED)
Robert S Smith	Mar 27, 2019
Robert Stanley Smith	

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