

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5872644

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	THE UNIVERSITY OF BRISTOL	12/03/2019
RECEIVING PARTY DATA		
Name:	PSIQUANTUM, CORP.	
Street Address:	700 HANSEN WAY	
City:	PALO ALTO	
State/Country:	CALIFORNIA	
Postal Code:	94304	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Patent Number:	9103975	
Patent Number:	9235101	
Patent Number:	9952482	
CORRESPONDENCE DATA		
Fax Number:	(650)326-2422	
<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:	650-326-2400	
Email:	kalvarez@kilpatricktownsend.com	
Correspondent Name:	KILPATRICK TOWNSEND & STOCKTON LLP	
Address Line 1:	1100 PEACHTREE STREET, SUITE 2800	
Address Line 4:	ATLANTA, GEORGIA 30309	
ATTORNEY DOCKET NUMBER:	1170877,1170878,1170879	
NAME OF SUBMITTER:	KRISTINA ALVAREZ	
SIGNATURE:	/Kristina Alvarez/	
DATE SIGNED:	12/17/2019	
Total Attachments: 5		
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source=Assignment_UnivBristol_to_Psiquantum_12_3_2019#page2.tif		
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Patent Assignment

This Agreement is made this 3rd day of December, 2019 ("the Effective Date")

Between:

- (1) The University of Bristol a corporation incorporated in England and Wales by Royal Charter with registration number RC000648 and an exempt charity whose principal offices are at Beacon House, Queens Road, Bristol BS8 1QU, UK ("the Assignor"); and
- (2) PsiQuantum Corp., a company incorporated under the laws of the state of Delaware with its office at 700 Hansen Way, Palo Alto, CA 94304, USA ("the Assignee").

Background:

- (A) The Assignor is the owner of the Patents (as defined below).
- (B) The Assignor has agreed to assign the Patents to the Assignee on the terms set out in this Agreement

It is agreed as follows:

1. Definitions and interpretation

In this Agreement, the following capitalized words have the following meanings:

"Agreement"	this Agreement (including any exhibit, schedule or annexure to it and any document in agreed form);
"Fee"	the upfront assignment fee detailed in clause 3.1
"Patents"	The patents and patent applications details of which are set out in Schedule A to this Agreement and Section 2.2 below.

2. Assignment

- 2.1 In consideration of the payment by the Assignee to the Assignor of the Fee, with effect from the Effective Date, the Assignor hereby assigns to the Assignee and its successors, assigns, and legal representatives, absolutely all Assignor's right, title and interest throughout the world in and to the Patents.
- 2.2 The assignment effected by this clause 2 and the term "Patents" shall include, without limitation, the assignment and transfer of:
 - (a) all direct or indirect divisionals, continuations, continuation-in-part applications and continued prosecution applications (and their relevant international equivalents) of any of the foregoing, and any patents that may derive priority from or have equivalent claims to or be based on the any of the Patents in any

country in the world together with all rights to claim priority in any country of the world on the basis of the Patents;

- (b) in respect of any and each application in the Patents: (i) the right to claim priority from and to prosecute and obtain grant of patent; and (ii) the right to file divisional, continuations, continuation-in-part applications and continued prosecution applications based thereon and to prosecute and obtain grant of patent on each and any such application;
 - (c) in respect of each and any inventions, invention disclosures, and discoveries described in the Patents that (i) are disclosed and/or are included in any claim in the Patents, (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceeding relating to any of the foregoing, (iii) could have been included as a claim in any of the foregoing, the right to file an application, claim priority from such application, file certificates of invention, utility models, other governmental grants or issuances of any type related to any of the foregoing, and/or prosecute and obtain grant of patent or similar protection in or in respect of any country of the world
 - (d) all rights of action, enforcement rights, powers and benefits arising from ownership of the Patents, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions (known or unknown, pending, filed or otherwise) and obtain damages, injunctive relief in respect of any infringement, any other remedies of any kind for past, current or future infringement, rights to collect royalties or other payments under or on account of any of the foregoing, or any other cause of action arising from ownership of the Patents (and retain any financial award made in any action) in respect of all causes of action arising prior to, on or after the date of this Agreement.
- 2.3 The Assignee hereby grants to the Assignor a worldwide, irrevocable, non-exclusive, royalty free licence to use the Patents for the purpose of its teaching, education and non-commercial research activities. Assignee further acknowledges and agrees that the Patents which are in the 2171 patent family are subject to a pre-existing non-exclusive licence previously granted by Assignor to Imperial Innovations and Imperial College for the purpose of its teaching, education and non-commercial research activities.
- 2.4 Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered officials of all other governments whose duty it is to record patents, applications and title thereto, to record the assigned Patents and title thereto as the property of Assignee, its successors, assigns, or legal representatives in accordance with the terms of this instrument.
3. **Payment**
- 3.1 The Assignee shall pay the Assignor an upfront fee of £60,000 (sixty thousand British pounds sterling).
- 3.2 All payments are to be made within thirty (30) days of receipt of the Assignor's invoice which shall be sent to the Assignee within sixty (60) days of the Effective Date. All sums are exclusive of value added taxes which will be payable in addition if required.
4. **Delivery; Further assurance**

- 4.1 Within ten (10) business days following the Effective Date, Assignor shall deliver to Assignee all legal files (prosecution history), certificates of registration and official correspondence to and from any governmental or regulatory authority regarding all Patents, including the Patent Files and the Docket as defined below that are in the Assignor's possession. "Patent Files" shall mean copies (or originals, where available to Assignor or its respective agents) of the patents, patent applications, assignments and correspondence to and from the relevant patent offices, to the extent comprising or relating to the Patents. "Docket" shall mean names, addresses, email addresses and phone numbers of Assignor's prosecution counsel and agents, and information in the Assignor's possession relating to deadlines, payments and filings.
- 4.2 The Assignor shall at the expense of the Assignee execute any further documents as requested by Assignee (including, without limitation, petitions, specifications, oaths, assignments, disclaimers, declarations, or affidavits) that may reasonably be required by the Assignee to register and perfect the Assignee as exclusive owner of the Patents.
5. **Warranties**
- 5.1 The Assignor warrants and represents that:
- a) It has taken assignment of all the inventors' right title and interest in the Patents and that Assignor has the full power and authority to make the assignments of the Patents to Assignee as set forth herein.
 - b) It has not granted to any third party rights in or to the Patents.
- 5.2 The Assignor does not warrant or guarantee the validity of the Patents or that any invention described in the Patents does not infringe any valid and subsisting patent or other rights not held by the Assignor.
6. **Entire agreement**
- 6.1 This Agreement sets out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement.
7. **Governing law and jurisdiction**
- 7.1 This Agreement shall be governed by and construed in accordance with English law.
- 7.2 Each of the parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts of England.
8. **Exclusion of third party rights**
- 7.1 Unless expressly provided in this Agreement, no term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

Schedule A

Patents and Patent Applications

Patent Number	Title	Inventors	Priority Date	Grant Date	Owner
1. Assignor ref 1796					
GB1209837.2	Orbital Angular Momentum	Siyuan Yu, Mark Thompson, Xinlun Cai	1 Jun 2012	N/A	The University of Bristol
US9103975	Orbital angular momentum	Siyuan Yu, Mark Thompson, Xinlun Cai	1 Jun 2012	11 Aug 2015	The University of Bristol
2. Assignor ref 1820					
GB2510916	Optical source	Joshua Silverstone, Damien Bonneau, Mark Thompson, Jeremy O'Brien	19 Feb 2013	10 Mar 2015	The University of Bristol
US9235101	Optical source	Joshua Silverstone, Damien Bonneau, Mark Thompson, Jeremy O'Brien	19 Feb 2013	12 Jan 2016	The University of Bristol
3. Assignor ref 2168					
GB1416787.8	Photon detector	Gueorgui Barreto, Nicola Tyler, Mark Thompson	23 Sep 2014	n/a	The University of Bristol
4. Assignor ref 2171					
GB1516131.8	Optical apparatus and method for outputting one or more photons	Mark Thompson, Jonathan Matthews, Damien Bonneau, Terry Rudolph	11 Sep 2015	n/a	The University of Bristol
US9952482	Optical apparatus and method for outputting one or more photons	Mark Thompson, Jonathan Matthews, Damien Bonneau, Terry Rudolph	11 Sep 2015	24 Apr 2018	The University of Bristol

AGREED by the parties through their duly authorised representatives on the date written at the start of this Agreement

Signed by J. Barnett)
for and on behalf of)
The University of Bristol)
in the presence of:)



Signature of witness: _____



Name: _____

KIRSTY LEWIS

Address: _____

27 MULBERRY CRESCENT, YATE, BRISTOL, BS37 4AP

Occupation: _____

IP ADMIN ASSISTANT

Signed for and on behalf of PsiQuantum Corp.:



Name: Stu Aaron

Title: Chief Operating Officer

In the presence of:

Witness signature: _____



Name: Daniel Dries

Address: 700 Hansen Way, Palo Alto, CA 93404

Occupation: Legal Counsel