

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

EPAS ID: PAT6609102

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MATTEO MENOTTI	04/11/2019
BLAIR MORRISON	04/11/2019
KANG TAN	04/11/2019
ZACHARY VERNON	04/11/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	XANADU QUANTUM TECHNOLOGIES INC.
<b>Street Address:</b>	777 BAY STREET, SUITE 2902
<b>City:</b>	TORONTO
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5G 2C8
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17108221
<b>PCT Number:</b>	CA2019050899
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)842-7899
<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>	
<b>Phone:</b>	2028427800
<b>Email:</b>	jbegley@cooley.com
<b>Correspondent Name:</b>	COOLEY LLP
<b>Address Line 1:</b>	1299 PENNSYLVANIA AVENUE NW
<b>Address Line 2:</b>	PATENT GROUP
<b>Address Line 4:</b>	WASHINGTON, D.C. 20004-2400
<b>ATTORNEY DOCKET NUMBER:</b>	XQTI-007/01US 331150-2041
<b>NAME OF SUBMITTER:</b>	LESLY MCANELLY
<b>SIGNATURE:</b>	/Lesly A. McAnelly/
<b>DATE SIGNED:</b>	03/18/2021
<b>Total Attachments: 6</b>	

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ASSIGNMENT

Matteo MENOTTI, residing at 503-96 Saint Patrick Street, Toronto, ON M5T 1V2, CANADA; Blair MORRISON, residing at 50 Bruyeres Mews, Unit 1101, Toronto, ON M5V 0H8, CANADA; Kang TAN, residing at 318 Richmond St W T, Toronto, ON M5V 0B4, CANADA; and Zachary VERNON, residing at 1A-867 Dovecourt Road, Toronto, ON M6H2X4, CANADA (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent entitled SYSTEMS AND METHODS FOR NONLINEAR OPTICAL LIGHT GENERATION USING LINEARLY UNCOUPLED RESONATORS IN INTEGRATED PHOTONIC DEVICES, and which is a:

- (1)  provisional application  
(a)  to be filed herewith; or  
(b)  bearing Application No. 62/691,680, and filed on June 29, 2018;
- (2)  non-provisional application  
(a)  to be filed herewith; or  
(b)  bearing Application No. , and filed on ;  
and/or
- (3)  PCT application  
(a)  bearing Application No. , and filed on .  
and/or
- (4)  attached hereto.

WHEREAS, **Xanadu Quantum Technologies Inc.**, a corporation having its principal place of business at 372 Richmond St. W, Suite #306, Toronto, ON M5V1X6, CANADA, its successors, legal representatives and assigns, (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these application(s); and any and all patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the

Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified above;
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified above or any application(s) for patent claiming the Invention(s), including any priority application(s), substitute application(s), division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full

right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.) without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified above when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

April 11, 2019  
Date

Matteo Menotti  
Matteo Menotti

Witness:

11 April 2019  
Date

[Signature]

11 April 2019  
Date

[Signature]

April 11, 2019  
Date

B. Morrison  
Blair Morrison

Witness:

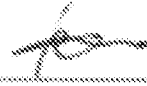
11 April 2019  
Date

[Signature]

11 April 2019  
Date


[Signature]

11 / April / 2019  
Date


  
Kang Tan

Witness:

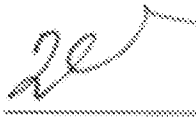
11 April 2019  
Date



11 April 2019  
Date




11 April 2019  
Date


  
Zachary Vernon

Witness:

11 April 2019  
Date

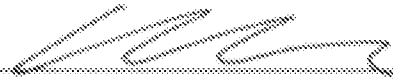


11 April 2019  
Date



For and on behalf of ASSIGNEE:

Date: April 12 2018

By: 

Name: Christian Weedbrook

Title: CEO

Company: Xanadu Quantum Technologies Inc.

Witness:

Signature 

Date 11 April 2019

DYLAN MAHLER  
Printed name