507970575 06/21/2023 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8017713

SUBMISSION TYPE:					
			NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT		
CONVEYING PARTY	DATA				
		Name	Execution Date		
1372929 B.C. LTD.			08/03/2022		
RECEIVING PARTY D					
Name:	1372934 B.	C. LTD.			
Street Address:	3033 BETA	AVENUE			
City:	BURNABY				
State/Country:	CANADA				
Postal Code:	V5G 4M9				
	1				
PROPERTY NUMBER	S Total: 2				
Property Type	e	Number			
Application Number:	1739	99375			
Patent Number:	1112	27893			
CORRESPONDENCE	DATA				
	(206)621-8783			
Fax Number: <i>Correspondence will</i>	be sent to the	e-mail address first; if that is unsuccessf			
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Fax Number: <i>Correspondence will using a fax number, i</i> Phone: Email: Correspondent Name Address Line 1:	be sent to the if provided; if t (206 SCIa s: FRA 999	<i>e-mail address first; if that is unsuccessf hat is unsuccessful, it will be sent via US</i>) 340-1000 nyton@cozen.com NK ABRAMONTE			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "**IP Assignment Agreement**") dated as of <u>August 3</u>, 2022 is made by 1372929 B.C. LTD. (the "**Vendor**") in favor of 1372934 B.C. LTD. (the "**Purchaser**"), the purchaser of certain assets pursuant to that certain Asset Purchase Agreement between the Vendor and the Purchaser dated as of the date hereof (the "**Purchase Agreement**").

RECITALS

A. Under the terms of the Purchase Agreement, the Vendor has conveyed, transferred, and assigned to the Purchaser, among other assets, certain intellectual property of the Vendor, and has agreed to execute and deliver this IP Assignment Agreement, for recording with the Canadian Intellectual Property Office and corresponding entities or agencies in any applicable jurisdictions.

B. This IP Assignment Agreement is delivered pursuant to Section 3.2(a) and 3.3(a) of the Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties agree as follows:

1. **Assignment**. The Vendor hereby irrevocably conveys, transfers, and assigns to the Purchaser, and the Purchaser hereby accepts, all of the Vendor's right, title, and interest in and to the following (the "**Assigned IP**"):

- (a) the patents set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");
- (b) all rights of any kind whatsoever of the Vendor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions**. The Vendor hereby authorizes the Registrar of Trademarks in the Canadian Intellectual Property Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this IP Assignment Agreement upon request by the Purchaser. Following the date hereof, the Vendor shall take such steps and actions, and provide such cooperation and assistance to the Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as

may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to the Purchaser, or any assignee or successor thereto.

3. **Terms of the Purchase Agreement**. The parties hereto acknowledge and agree that this IP Assignment Agreement is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Vendor and the Purchaser with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. **Counterparts**. This IP Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment Agreement.

5. **Successors and Assigns**. This IP Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law**. This IP Assignment Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of Canada and the Province of British Columbia, without giving effect to any choice or conflict of law provision or rule (whether of the Province of British Columbia or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, the Vendor has duly executed and delivered this IP Assignment Agreement as of the date first above written.

1372929 B.C. LTD.

~DocuSigned by: Alan Baratz By: 309400421041

Name: Alan Baratz Title: President

[Signature Page to IP Assignment Agreement (1372929 B.C. LTD. and 1372934 B.C. LTD.)]

AGREED TO AND ACCEPTED

1372934 B.C. LTD.

----- DocuSigned by:

By: Name: Alan Baratz

Title: President

[Signature Page to IP Assignment Agreement (1372929 B.C. LTD. and 1372934 B.C. LTD.)]

SCHEDULE 1 ASSIGNED PATENT REGISTRATIONS

Please see attached.

51330310.4





PATENT REEL: 064049 FRAME: 0484

















mputing		Systems, Methods and Apparatus for Calibrating, Controlling and Operating a Quantum Processor Systems, Methods, And Apparatus For Qubit State Readout	Systems, Methods And Apparatus For Active Compensation Of Quantum Processor Elements Systems, Devices and Methods for Analog Processing	Parametrite Systems and Methods For Fabrication of Superconducting Integrated Circuits
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GB 1820299.4 GB2570989	EP3577700	EP2324444 EP2206078	EP2340572 EP2263166	EP2401776













PATENT REEL: 064049 FRAME: 0499

Systems And Methods For Improving Performance Of An Analog Processor	Tunable Superconducting Filters Systems And Methods For Coupling A Superconducting Transmission Line To An Array Of Resonators	Systems And Methods For Assembling Processor Systems Systems And Methods For Tuning Capacitance in Quantum Devices	Systems And Methods For Duty Cycle Compensation Of A Digital To Analog Converter (DAC) Systems And Metods For Variable Bandwidth Annealing	Systems And Methods For Qubit Control Topologically Protected Qubits, Processors With Topologically Protected Qubits, And Methods For Use Of Topologically Protected Qubits	Systems And Methods For Scalable Control Of Superconducting Qubits Systems And Methods For Tunable Parametric Amplification	Physical Realizations of a Universal Adiabatic Quantum Computer Systems And Methods For Surface Code Based Quantum Computing	Systems, Methods and Apparatus for Local Programming of Quantum Processor Elements Systems, Methods and Apparatus for Calibrating, Controlling and Operating a Quantum Processor	Coupling Methods and Architectures for Information Processing Qubit State Copying	
US 16/934790	US 63/354564 US 17/862605	US 17/026740 US 63/225022	US 63/275068 US 17/148850	US 63/265605 Of Topologically Protected Qubits US 63/240675	US 63/356663 US 63/265131	SG 200906256-3 SG155592 US 63/390185	SG 200903790-4 SG 152869 SG 201008053-9 SG 166290	SG 200704709-5 SG133730 SG 200717146-5 SG136711	









































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