

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI600496

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NEDERLANDSE ORGANISATIE VOOR TOEGEPAST-NATUURWETENSCHAPPELIJK ONDERZOEK TNO	08/13/2024
RECEIVING PARTY DATA	
Company Name:	QBLOX B.V.
Street Address:	ELEKTRONICAWEG 10
City:	DELFT
State/Country:	NETHERLANDS
Postal Code:	2628 XG
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17442001
CORRESPONDENCE DATA	
Fax Number:	3126165700
<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:	(312)616-5600
Email:	assignments@leydig.com
Correspondent Name:	LEYDIG, VOIT & MAYER, LTD.
Address Line 1:	180 N. STETSON AVENUE
Address Line 2:	SUITE 4900
Address Line 4:	CHICAGO, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	290480
NAME OF SUBMITTER:	Mary Beth Carlson
SIGNATURE:	Mary Beth Carlson
DATE SIGNED:	10/31/2024
Total Attachments: 7	
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PATENT

REEL: 069283 FRAME: 0698

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (hereinafter the "Agreement") is made and entered into by and between:

1. **NEDERLANDSE ORGANISATIE VOOR TOEGEPAST-NATUURWETENSCHAPPELIJK ONDERZOEK TNO** (Netherlands Organization for applied scientific research TNO), a legal entity by public law (i.e. the TNO-wet) duly organised and existing under the laws of the Netherlands and having its principal place of business at Anna van Buerenplein 1, 2595 DA 's-Gravenhage, the Netherlands, hereinafter referred to as "**TNO**", legally represented by Arnaud de Jong, Managing Director Unit Industry, acting in full capacity on behalf of the Board of Management of TNO;
2. **TECHNISCHE UNIVERSITEIT DELFT**, a public university, established at Stevinweg 1, 2628 CN Delft, the Netherlands, hereinafter referred to as "**TUD**", legally represented by Director Innovation and Impact Centre, TU Delft;
3. **QBLOX B.V.**, a company duly organised and existing under the laws of the Netherlands, having its registered seat and principal place of business at Elektronikaweg 10, 2628 XG Delft, the Netherlands, registered with the trade register of the Dutch Chamber of Commerce under number 72525053, hereinafter referred to as "**QBLOX**" or "**ASSIGNEE**", legally represented by its managing directors C.C. Bultink and J. van Oven.

TNO, TUD and QBLOX hereinafter individually also referred to as a "**Party**", and collectively as the "**Parties**".

WHEREAS:

- TNO and TUD pursuant an IP License Agreement, effective as of January 1, 2020, (hereinafter referred to as the "License Agreement") have granted a license under certain IP rights identified in such License Agreement to QBLOX;
- Pursuant Article 2.1 c. of the License Agreement, QBLOX is entitled to ask TNO and TUD to transfer ownership in the patent rights identified in Exhibit A of the License Agreement (hereinafter referred to as the "Patents") to QBLOX provided all the conditions mentioned in Article 2.1.c have been met by QBLOX;
- The Parties agree that such conditions have indeed been met by QBLOX, TNO and TUD are willing to assign and transfer such Patents to QBLOX;
- ASSIGNEE wishes to acquire and TNO and TUD are willing to assign to ASSIGNEE all of TNO's and TUD's right, title, and interest in and to the Patents and any inventions disclosed and claimed therein on the conditions herein set forth.

NOW, THEREFORE, in consideration of the above premises, the Parties agree as follows:

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Initials:



1. *Effective Date.* The Parties confirm and agree that this Agreement becomes effective as of the date on which the last signature is placed under this Agreement (hereinafter the "Effective Date").
2. *Assignment of TNO Solely Owned Patent.* Subject to ASSIGNEE's full and unconditional compliance with all terms and conditions of this Agreement, especially payment of the fee mentioned in Article 4, TNO hereby transfers, grants, conveys, assigns, and relinquishes exclusively to ASSIGNEE and ASSIGNEE hereby accepts all of TNO's right, title, and interest in and to the TNO Solely Owned Patent as identified in Exhibit A to this Agreement, the inventions claimed therein, all rights and obligations related thereto, and all accrued causes of action for damages for infringement thereof.
3. *Assignment of TNO TUD Jointly Owned Patent.* Subject to ASSIGNEE's full and unconditional compliance with all terms and conditions of this Agreement, especially payment of the fee mentioned in Article 4, TNO and TUD hereby transfer, grant, convey, assign, and relinquish exclusively to ASSIGNEE, and ASSIGNEE hereby accepts all of TNO's and TUD's right, title, and interest in and to the TNO TUD Jointly Owned Patent as identified in Exhibit A to this Agreement, the inventions claimed therein, all rights and obligations related thereto, and all accrued causes of action for damages for infringement thereof.
4. *Fees and other payments.* In consideration for the assignment of the Patents, ASSIGNEE shall, pursuant to what has been agreed by the Parties in this respect in the License Agreement, pay to TUD a lump sum of four hundred and three thousand and thirteen Euros (EUR 403.013,=) excluding VAT (the "Transfer Amount") within thirty (30) days after the Effective Date (the "Payment Period"). For clarity sake, the Transfer Amount is calculated as follows: the remuneration agreed in the License Agreement of 500.000,= Euros, corrected for annual indexation based on the CBS Consumer Price Index as provided for in Article 2.1 c of the License Agreement results in an amount of 593.936,=. Pursuant the License Agreement and the "Afbetalingsafspraken VFP25202266 an amount of 190.923 for paid royalties needs to be subtracted which then results in the Transfer Amount due. TUD hereby confirms and agrees to transmit TNO's share in the Transfer Amount to a bank account indicated by TNO under Article 9, within five working days after the Transfer Amount was received by TUD. TNO and TUD confirm and agree that up to the Effective Date the patent costs for the TNO-TUD jointly owned patent rights as mentioned in Exhibit A have been paid by TNO. TUD hereby confirms to remunerate 50% (fifty percent) of such patent costs to TNO, based on a specified invoice to be provided by TNO to TUD during the Payment Period. TUD undertakes to pay such invoice together with TNO's part in the Transfer Amount.
5. *Educational and research licenses.* The Assignee hereby grants to TUD and TNO a worldwide, perpetual, irrevocable non-exclusive license to use the Patents being transferred under this Agreement solely for application in the fields other than quantum computing, specifically for research, educational, and academic purposes. This license shall include the right to perform research activities, conduct educational programs, sponsored researches and collaborative researches. This license is in effect and remains binding upon both Parties for any subsequent transactions related to the Patents.
6. *Registration to ensure third-party awareness ("derdenwerking").* TUD commits to register this research and teaching license as mentioned in Article 5 in the relevant patent register(s). TUD shall bear all costs associated with the registration.



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7. *Assignment formalities and costs.* ASSIGNEE will proceed with all formalities necessary to perfect the assignment of the interest assigned hereby and have the assignment recorded in the relevant patent registers. Any costs, expenses and/or fees incurred in relation to the assignment formalities will be borne exclusively by ASSIGNEE. Furthermore any costs that will incur after the Effective Date, including those in relation to the maintenance of the Patents, in particular any annuities, will be borne by ASSIGNEE.
8. *Assistance by TNO and/or TUD.* After receipt of the Transfer Amount referred to in Article 4, TNO and/or TUD shall use reasonable endeavors to execute and deliver the documents reasonably required by ASSIGNEE to perfect the interest assigned hereby. ASSIGNEE shall reimburse TNO and/or TUD for any and all costs incurred by TNO and/or TUD in the performance of actions undertaken under this Article. ASSIGNEE shall provide TNO and/or TUD promptly with all reasonable information and cooperation that TNO and/or TUD may reasonably require in connection with the assignment and transfer of the Patents.
9. *Patent prosecution and maintenance.* ASSIGNEE acknowledges and agrees that TNO and/or TUD shall have no obligation whatsoever to prosecute and maintain the Patents after the Effective Date and that ASSIGNEE shall prosecute and maintain the Patents as of that date.
10. *Payments.* ASSIGNEE shall pay statutory interest as well as any and all costs for collection if ASSIGNEE exceeds any term of payment under this Agreement. Payments due to TUD and/or TNO hereunder shall be payable in Euros, without deduction of exchange, collection or other charges, making reference to "**Patent Assignment Agreement TNO/TUD – QBLOX; TNO ref. No. V202400024 QuTech 24.002**", to TUD's bank account as follows:

KVK number	SWIFT/BIC	IBAN	Bank Address
27364265	ABNANL2A	NL04ABNA04835478 16	ABN AMRO. Coolsingel 119, 3000 DD Rotterdam, NL

All payments and royalties due to TNO hereunder **shall be made by TUD** and payable in Euros, without deduction of exchange, collection or other charges, making reference to "**Patent Assignment Agreement TNO/TUD – QBLOX; TNO ref. No. V202400024**", to TNO's bank account as follows:

KVK number	SWIFT/BIC	IBAN	Bank Address
651267862	INGBNL2A	NL46INGB065126786 2	ING Bank N.V. Weena 501-505, 3013 AL, Rotterdam, NL

11. *Warranty.* TUD and TNO warrant and represent to ASSIGNEE that they have the entire right, title and interest in and to the Patents and that the Patents are registered and in force.



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12. *Disclaimer.* Except for the warranty under article 11, the Patents are assigned on an "AS IS" basis. TNO and TUD make no representations, extends no warranties of any kind, either express or implied, and assume no responsibilities or liability whatsoever, and ASSIGNEE shall not hold TNO or TUD liable for any damages suffered by ASSIGNEE or third parties with respect to the Patents and/or the technology or methods protected by and/or described in the Patents or any use thereof, including any use, manufacture, offer for sale, sale, lease, import or other disposal by ASSIGNEE or its vendees or other transferees of products incorporating or made by use of the Patents and/or the technology or methods protected and/or described therein. ASSIGNEE shall indemnify and hold TNO and TUD harmless against any and all ASSIGNEE or third party claims arising out or related in any way to said use, or other disposal thereof. TNO and TUD specifically disclaim any express or implied warranty or representations of accuracy, completeness, scope, validity, sufficiency, merchantability, fitness for a particular purpose or non-infringement of intellectual property rights of a third party.

TNO and TUD do not warrant any commercial success out of the Patents, nor warrant any success in the patenting process neither accepts any liability towards ASSIGNEE related therewith. TNO and TUD will not be liable towards ASSIGNEE for any kind of indirect or consequential damages or losses, or lost profits.

13. *Term and termination.*

- a. Unless and until sooner terminated as hereinafter provided, this Agreement shall come into force on the date of the last signature of this Agreement, referred to herein as the "**Effective Date**" and shall remain in full force and effect until receipt by TNO of the payment of the fees of Article 3.
- b. TNO and TUD may terminate this Agreement forthwith at any time if ASSIGNEE fails to perform any material covenant, condition, or limitation herein (which shall include but shall not be limited to ASSIGNEE's failure to pay the fees set forth in Article 3 within the Payment Period), provided ASSIGNEE shall not have remedied (or taken reasonable steps to remedy) its failure within thirty (30) days after receipt of written notice of such failure.
- c. Upon termination of this Agreement as set forth herein or under Article 9.d below, ASSIGNEE shall immediately cease any use of the Patents, and all right, title, and interest in and to the Patents, the inventions claimed therein, all rights and obligations related thereto, and all accrued causes of action for damages for infringement thereof, shall vest in TNO and/or TUD, as the case may be.
- d. TNO and TUD may terminate this Agreement forthwith by notice in writing to ASSIGNEE if ASSIGNEE enters into liquidation whether compulsorily or voluntarily or compounds with or convenes a meeting of its auditors or has a receiver appointed over all or part of its assets or takes or suffers any similar actions in consequence of a debt or ceases for any reason to carry on business.

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14. *Miscellaneous.*

- e. *Use of TNO or TUD name.* ASSIGNEE shall not make any use of the name of TNO or TUD or of any other trademarks of TNO or TUD in connection with the use by ASSIGNEE of the Patents or in any website, advertising, communication materials, sales literature, products or services without the prior written consent of TNO and/or TUD.
- f. *Entire agreement.* This Agreement sets forth the entire understanding and agreement between the Parties as to the subject matter hereof and supersedes and replaces all prior arrangements, agreements, discussions and understandings between the Parties relating thereto.
- g. *Notices.* Any notice to be given under this Agreement shall be sent in writing in English and shall be effective when either served by personal delivery, or deposited, postage prepaid, first class airmail registered or certified mail addressed to the Parties at their respective addresses set forth hereunder:

If to TNO:

TNO IP & Contracting
Postbus 96800
2509 JE The Hague
The Netherlands
Attention: Manager IP & Contracting

If to TUD:

Innovation & Impact Center
PO Box 5
2600 AA Delft
The Netherlands
Attn: IP Team (OCT-15-055)

If to ASSIGNEE:

Qblox B.V.
Lorentzweg 1, E311
2628CJ Delft
The Netherlands
Attn.: C.C. Bultink

- 15. *Governing law.* This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.
- 16. *Disputes.* All disputes which cannot be settled amicably arising from or in connection with this Agreement shall be governed by Dutch law and shall be brought exclusively before the competent court in The Hague, the Netherlands.



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J.v.O.

Initials: 

The Parties have caused this Agreement to be executed by their duly authorized representatives in an electronic form on the respective dates hereinafter set forth.

For and on behalf of **NEDERLANDSE ORGANISATIE VOOR TOEGEPAST-NATUURWETENSCHAPPELIJK ONDERZOEK TNO**, acting in their full capacity on behalf of the Board of Management of TNO:

Valid Signed by Arnaud de Jong
on 2024-08-13 13:14:22

Signature _____

Name Arnaud de Jong

Title Managing Director Unit High Tech Industry

Date _____

For and on behalf of **TECHNISCHE UNIVERSITEIT DELFT**:

Signature _____

Name: T.H.J.J. van der Hagen

Title Rector Magnificus and President

Date 02-09-2024

For and on behalf of **QBLOX B.V.** :

Valid Signed by Niels Bultink
on 2024-08-13 12:03:57

Signature _____

Name C.C. Bultink

Title Managing Director

Date _____

Valid Signed by Jules van Oven
on 2024-08-13 12:55:23

Signature _____

Name J. van Oven

Title Managing Director

Date _____

EXHIBIT A – the Patents**TNO Solely Owned Patent Rights**

Title	Country	Filing Date	Filing Number	Publication Number	Grant Date	Grant Number	TNO ref. number
Method of synchronizing a plurality of devices and system configured for performing the method	EP	27 Mar 2020	20715492.3	3949244			2018072
	US	27 Mar 2020	17/442,001	US-2022-0179445-A1	05 Sep 2023	11,747,854	

TNO – TUD Jointly Owned Patent Rights

Title	Country	Filing Date	Filing Number	Publication Number	Grant Date	Grant Number	TNO ref. number
Qubit circuit state change control system	AT	19 Feb 2016	16715363.4		03 Apr 2019	3259844	2014130
	BE	19 Feb 2016	16715363.4		03 Apr 2019	3259844	
	CH	19 Feb 2016	16715363.4		03 Apr 2019	3259844	
	DE	19 Feb 2016	16715363.4		03 Apr 2019	60 2016 011 901.3	
	DK	19 Feb 2016	16715363.4		03 Apr 2019	3259844	
	EP	19 Feb 2016	16715363.4	3259844	03 Apr 2019	3259844	
	ES	19 Feb 2016	16715363.4		03 Apr 2019	3259844	
	FI	19 Feb 2016	16715363.4		03 Apr 2019	3259844	
	FR	19 Feb 2016	16715363.4		03 Apr 2019	3259844	
	GB	19 Feb 2016	16715363.4		03 Apr 2019	3259844	
	IT	19 Feb 2016	16715363.4		03 Apr 2019	502019000043062	
	NL	19 Feb 2016	16715363.4		03 Apr 2019	3259844	
	SE	19 Feb 2016	16715363.4		03 Apr 2019	3259844	
	US	19 Feb 2016	15/552,066	US-2018-0013426-A1	28 Aug 2018	10,063,228	



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