

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3230979

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
DAVID COHEN	09/18/2014
JASON MA	09/16/2014
BING JIE FU	09/16/2014
ILYA NEPOMNYASHCHIY	09/16/2014
STEVEN BERLER	09/16/2014
ALEX SMALIY	09/16/2014
JACK GROSSMAN	09/26/2014
JAMES THOMPSON	09/16/2014
JULIA BOORTZ	01/20/2010
MATTHEW SPRAGUE	09/16/2014
PARVATHY MENON	12/09/2014
MICHAEL KROSS	09/16/2014
MICHAEL HARRIS	09/17/2014
ADAM BOROCHOFF	09/16/2014

RECEIVING PARTY DATA

Name:	PALANTIR TECHNOLOGIES, INC.
Street Address:	100 HAMILTON AVE.
Internal Address:	SUITE 300
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94301

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	14473552
Application Number:	62020876

CORRESPONDENCE DATA

Fax Number: (949)760-9502

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.

PATENT

Phone: 9497600404
Email: efilings@knobbe.com
Correspondent Name: KNOBBE MARTENS OLSON & BEAR LLP
Address Line 1: 2040 MAIN STREET
Address Line 2: 14TH FLOOR
Address Line 4: IRVINE, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	PALAN.268A1
NAME OF SUBMITTER:	SCOTT CROMAR
SIGNATURE:	/Scott Cromar/
DATE SIGNED:	02/18/2015

Total Attachments: 43

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COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No.: **PALAN.268A1**

Page 1 of 5

Title: **DATA ITEM CLUSTERING AND ANALYSIS**

Inventor(s): **David Cohen, Jason Ma, Bing Jie Fu, Ilya Nepomnyashchiy, Steven Berler, Alex Smaliy, Jack Grossman, James Thompson, Julia Boortz, Matthew Sprague, Parvathy Menon, Michael Kross, Michael Harris, Adam Borochoff**

App. No.: **14/473,552**

Filing Date: **August 29, 2014**

Declaration

This Declaration is directed to the application identified above that:

Was filed as the United States application or PCT international application identified above and incorporating any amendments made thereto prior to the signature date of this Declaration.

As a named inventor, I declare that:

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of subject matter which is described in the above-identified application, including a claimed invention.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.

I have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

Assignment from Inventor(s)

THIS ASSIGNMENT AGREEMENT ("Agreement") is by **David Cohen, residing in Mountain View, CA, Jason Ma residing in Mountain View, CA, Bing Jie Fu, residing in Redwood City, CA, Ilya Nepomnyashchiy residing in Mountain View, CA, Steven Berler residing in Menlo Park, CA, Alex Smaliy residing in Palo Alto, CA, Jack Grossman residing in San Francisco, CA, James Thompson residing in San Francisco, CA, Julia Boortz, residing in Menlo Park, CA, Matthew Sprague, residing in Palo Alto, CA, Parvathy Menon, residing in Palo Alto, CA, Michael Kross, residing in Palo Alto, CA, Michael Harris, residing in Palo Alto, CA, Adam Borochoff, residing in New York, NY** (individual(s), collectively hereinafter "ASSIGNOR").

ASSIGNOR has conceived of one or more inventions, and/or has invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries (collectively hereinafter referred to as the "Work"), for which an application for Letters Patent in the United States (identified above) has been prepared for filing and/or has been filed with the United States Patent and Trademark Office (hereinafter the "Application"). **ASSIGNOR hereby authorizes and requests the attorneys of Knobbe, Martens, Olson & Bear, LLP, Customer No. 115374, to insert into the header the filing date and application number of said Application when known.**

AND **Palantir Technologies Inc.**, a California corporation having offices at **100 Hamilton Avenue, Suite 300, Palo Alto, CA 94301** (hereinafter the "ASSIGNEE"), desires to acquire and confirm the entire right, title, and interest in and to the Application and the Work.

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))*Application Data Sheet filed previously or concurrently*Docket No.: **PALAN.268A1**

Page 2 of 5

Title: **DATA ITEM CLUSTERING AND ANALYSIS**Inventor(s): **David Cohen, Jason Ma, Bing Jie Fu, Ilya Nepomnyashchiy, Steven Berler, Alex Smaliy, Jack Grossman, James Thompson, Julia Boortz, Matthew Sprague, Parvathy Menon, Michael Kross, Michael Harris, Adam Borochoff**App. No.: **14/473,552**Filing Date: **August 29, 2014**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and ASSIGNOR does hereby assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, to the extent not already done so, the entire right, title, and interest throughout the world in the Application and the Work, including all "Patent Properties" filed or issued upon the Application and the Work; where "Patent Properties" include, but are not limited to:

A. The Work, including without limitation any improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;

B. The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein, and any other applications in which the Work is disclosed; all provisional applications related thereto (including but not limited to U.S. Provisional Application No. 62/020,876, filed July 3, 2014); all nonprovisional and design applications relating to the Application or claiming the benefit of the Application and/or the aforementioned provisional application(s) that have been or may hereafter be filed in the United States or in any foreign country and all continuations, divisionals, and continuations-in-part of the Application (all of the foregoing collectively, "Related Applications"); and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

C. All rights of priority under International Conventions and any related letters Patent which may hereafter be granted or filed in any country or countries foreign to the U.S., all extensions, renewals and reissues thereof.

D. Any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, designs and design rights, copyright registrations, reproduction rights, and ASSIGNOR waives any and all moral rights under 17 U.S.C. § 106A or otherwise, and consents to all acts or omissions by ASSIGNEE, its licensees and others authorized by ASSIGNEE, and its successors in title, whether occurring before or after this consent, which would otherwise constitute infringement of ASSIGNOR's moral rights, in the work or any improvement thereto.

E. Those items of ASSIGNOR'S tangible property embodying or describing the Patent Properties, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered or otherwise made available to ASSIGNEE immediately upon request.

ASSIGNOR hereby acknowledges the ASSIGNEE as the Applicant for all Patent Properties, and authorizes ASSIGNEE to make and/or file, at ASSIGNEE's sole discretion, any and all Patent Properties, and authorizes and requests the Commissioner of Patents of the U.S., and any Official of any country or countries foreign to the U.S., whose duty it is to issue patents, registrations, and certificates on applications as aforesaid, to issue all related Patent Properties to the ASSIGNEE in accordance with the terms of this instrument.

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

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App. No.: **14/473,552**

Filing Date: **August 29, 2014**

AND ASSIGNOR DOES HEREBY assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all causes of action, rights of enforcement, claims for damages, and all remedies relating to the Patent Properties arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages and all proceeds for past infringements of Patent Properties before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR, without further consideration or compensation, will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Patent Properties, and testify in any legal proceeding, assist in the preparation of any other Patent Properties, sign/execute all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Patent Properties, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Patent Properties in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.

B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

C. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the state or federal courts of California, in the county of Santa Clara and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))*Application Data Sheet filed previously or concurrently*Docket No.: **PALAN.268A1**

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Title: **DATA ITEM CLUSTERING AND ANALYSIS**Inventor(s): **David Cohen, Jason Ma, Bing Jie Fu, Ilya Nepomnyashchiy, Steven Berler, Alex Smaliy, Jack Grossman, James Thompson, Julia Boortz, Matthew Sprague, Parvathy Menon, Michael Kross, Michael Harris, Adam Borochoff**App. No.: **14/473,552**Filing Date: **August 29, 2014**

D. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Patent Properties are patentable and the Patent Properties are valid, and further agrees not to take any action, or to assist or request any third party, in, challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity or enforceability of such rights. ASSIGNOR further acknowledges that ASSIGNEE'S patent counsel presenting this Agreement does not represent ASSIGNOR personally, and ASSIGNOR has the right to seek independent counsel of his or her choosing. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective.

Inventors

David Cohen:  Date: 9/18/2014Jason Ma:  Date: 9/16/14Bing Jie Fu:  Date: 09/16/14Ilya Nepomnyashchiy:  Date: 9/16/14Steven Berler:  Date: 9/16/14Alex Smaliy:  Date: 9/16/14

Jack Grossman: _____ Date: _____

James Thompson:  Date: 09/16/14

Matthew Sprague: _____ Date: _____

Parvathy Menon: _____ Date: _____

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App. No.: **14/473,552**

Filing Date: **August 29, 2014**

Michael Kross: _____ Date: _____

Michael Harris: _____ Date: _____

Adam Borochoff: _____ Date: _____

Palantir Technologies Inc.

Signature:  Date: 19 December 2014

Printed Name: Matt Long Title: Legal Counsel

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COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))*Application Data Sheet filed previously or concurrently*Docket No.: **PALAN.268A1**

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Title: **DATA ITEM CLUSTERING AND ANALYSIS**Inventor(s): **David Cohen, Jason Ma, Bing Jie Fu, Ilya Nepomnyashchiy, Steven Berler, Alex Smaliy, Jack Grossman, James Thompson, Julia Boortz, Matthew Sprague, Parvathy Menon, Michael Kross, Michael Harris, Adam Borochoff**App. No.: **14/473,552**Filing Date: **August 29, 2014*****Declaration***

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C. All rights of priority under International Conventions and any related letters Patent which may hereafter be granted or filed in any country or countries foreign to the U.S., all extensions, renewals and reissues thereof.

D. Any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, designs and design rights, copyright registrations, reproduction rights, and ASSIGNOR waives any and all moral rights under 17 U.S.C. § 106A or otherwise, and consents to all acts or omissions by ASSIGNEE, its licensees and others authorized by ASSIGNEE, and its successors in title, whether occurring before or after this consent, which would otherwise constitute infringement of ASSIGNOR'S moral rights, in the work or any improvement thereto.

E. Those items of ASSIGNOR'S tangible property embodying or describing the Patent Properties, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered or otherwise made available to ASSIGNEE immediately upon request.

ASSIGNOR hereby acknowledges the ASSIGNEE as the Applicant for all Patent Properties, and authorizes ASSIGNEE to make and/or file, at ASSIGNEE'S sole discretion, any and all Patent Properties, and authorizes and requests the Commissioner of Patents of the U.S., and any Official of any country or countries foreign to the U.S., whose duty it is to issue patents, registrations, and certificates on applications as aforesaid, to issue all related Patent Properties to the ASSIGNEE in accordance with the terms of this instrument.

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AND ASSIGNOR DOES HEREBY assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all causes of action, rights of enforcement, claims for damages, and all remedies relating to the Patent Properties arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages and all proceeds for past infringements of Patent Properties before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR, without further consideration or compensation, will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Patent Properties, and testify in any legal proceeding, assist in the preparation of any other Patent Properties, sign/execute all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Patent Properties, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Patent Properties in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.

B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

C. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the state or federal courts of California, in the county of Santa Clara and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

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Inventors

David Cohen: _____ Date: _____

Jason Ma: _____ Date: _____

Bing Jie Fu: _____ Date: _____

Ilya Nepomnyashchiy: _____ Date: _____

Steven Berler: _____ Date: _____

Alex Smaliy: _____ Date: _____

Jack Grossman:  _____ Date: SEPT 26, 2014

James Thompson: _____ Date: _____

Matthew Sprague: _____ Date: _____

Parvathy Menon: _____ Date: _____

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App. No.: **14/473,552**

Filing Date: **August 29, 2014**

Michael Kross: _____ Date: _____

Michael Harris: _____ Date: _____

Adam Borochoff: _____ Date: _____

Palantir Technologies Inc.

Signature: 

Date: 19 December 2014

Printed Name: Matt Long

Title: Legal Counsel

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091014

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))*Application Data Sheet filed previously or concurrently*Docket No.: **PALAN.268A1**

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I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

Assignment from Inventor(s)

THIS ASSIGNMENT AGREEMENT ("Agreement") is by **David Cohen, residing in Mountain View, CA, Jason Ma residing in Mountain View, CA, Bing Jie Fu, residing in Redwood City, CA, Ilya Nepomnyashchiy residing in Mountain View, CA, Steven Berler residing in Menlo Park, CA, Alex Smaliy residing in Palo Alto, CA, Jack Grossman residing in San Francisco, CA, James Thompson residing in San Francisco, CA, Julia Boortz, residing in Menlo Park, CA, Matthew Sprague, residing in Palo Alto, CA, Parvathy Menon, residing in Palo Alto, CA, Michael Kross, residing in Palo Alto, CA, Michael Harris, residing in Palo Alto, CA, Adam Borochoff, residing in New York, NY** (individual(s), collectively hereinafter "ASSIGNOR").

ASSIGNOR has conceived of one or more inventions, and/or has invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries (collectively hereinafter referred to as the "Work"), for which an application for Letters Patent in the United States (identified above) has been prepared for filing and/or has been filed with the United States Patent and Trademark Office (hereinafter the "Application"). **ASSIGNOR hereby authorizes and requests the attorneys of Knobbe, Martens, Olson & Bear, LLP, Customer No. 115374, to insert into the header the filing date and application number of said Application when known.**

AND **Palantir Technologies Inc.**, a California corporation having offices at **100 Hamilton Avenue, Suite 300, Palo Alto, CA 94301** (hereinafter the "ASSIGNEE"), desires to acquire and confirm the entire right, title, and interest in and to the Application and the Work.

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))*Application Data Sheet filed previously or concurrently*Docket No.: **PALAN.268A1**

Page 2 of 5

Title: **DATA ITEM CLUSTERING AND ANALYSIS**Inventor(s): **David Cohen, Jason Ma, Bing Jie Fu, Ilya Nepomnyashchiy, Steven Berler, Alex Smaliy, Jack Grossman, James Thompson, Julia Boortz, Matthew Sprague, Parvathy Menon, Michael Kross, Michael Harris, Adam Borochoff**App. No.: **14/473,552**Filing Date: **August 29, 2014**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and ASSIGNOR does hereby assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, to the extent not already done so, the entire right, title, and interest throughout the world in the Application and the Work, including all "Patent Properties" filed or issued upon the Application and the Work; where "Patent Properties" include, but are not limited to:

A. The Work, including without limitation any improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;

B. The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein, and any other applications in which the Work is disclosed; all provisional applications related thereto (including but not limited to U.S. Provisional Application No. 62/020,876, filed July 3, 2014); all nonprovisional and design applications relating to the Application or claiming the benefit of the Application and/or the aforementioned provisional application(s) that have been or may hereafter be filed in the United States or in any foreign country and all continuations, divisionals, and continuations-in-part of the Application (all of the foregoing collectively, "Related Applications"); and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

C. All rights of priority under International Conventions and any related letters Patent which may hereafter be granted or filed in any country or countries foreign to the U.S., all extensions, renewals and reissues thereof.

D. Any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, designs and design rights, copyright registrations, reproduction rights, and ASSIGNOR waives any and all moral rights under 17 U.S.C. § 106A or otherwise, and consents to all acts or omissions by ASSIGNEE, its licensees and others authorized by ASSIGNEE, and its successors in title, whether occurring before or after this consent, which would otherwise constitute infringement of ASSIGNOR'S moral rights, in the work or any improvement thereto.

E. Those items of ASSIGNOR'S tangible property embodying or describing the Patent Properties, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered or otherwise made available to ASSIGNEE immediately upon request.

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AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR, without further consideration or compensation, will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Patent Properties, and testify in any legal proceeding, assist in the preparation of any other Patent Properties, sign/execute all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Patent Properties, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Patent Properties in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.

B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

C. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the state or federal courts of California, in the county of Santa Clara and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

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D. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Patent Properties are patentable and the Patent Properties are valid, and further agrees not to take any action, or to assist or request any third party, in, challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity or enforceability of such rights. ASSIGNOR further acknowledges that ASSIGNEE'S patent counsel presenting this Agreement does not represent ASSIGNOR personally, and ASSIGNOR has the right to seek independent counsel of his or her choosing. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective.

Inventors

David Cohen: _____ Date: _____

Jason Ma: _____ Date: _____

Bing Jie Fu: _____ Date: _____

Ilya Nepomnyashchiy: _____ Date: _____

Steven Berler: _____ Date: _____

Alex Smaliy: _____ Date: _____

Jack Grossman: _____ Date: _____

James Thompson: _____ Date: _____

Matthew Sprague: Matthew S Date: 9/16/2014

Parvathy Menon: _____ Date: _____

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

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App. No.: **14/473,552**


Filing Date: **August 29, 2014**

Michael Kross: _____ Date: _____

Michael Harris: _____ Date: _____

Adam Borochoff: _____ Date: _____

Palantir Technologies Inc.

Signature:  Date: 19 December 2014

Printed Name: Matt Long Title: Legal Counsel

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COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

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App. No.: **14/473,552**

Filing Date: **August 29, 2014**

Declaration

This Declaration is directed to the application identified above that:

Was filed as the United States application or PCT international application identified above and incorporating any amendments made thereto prior to the signature date of this Declaration.

As a named inventor, I declare that:

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of subject matter which is described in the above-identified application, including a claimed invention.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.

I have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

Assignment from Inventor(s)

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B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

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Inventors

David Cohen: _____ Date: _____

Jason Ma: _____ Date: _____

Bing Jie Fu: _____ Date: _____

Ilya Nepomnyashchiy: _____ Date: _____

Steven Berler: _____ Date: _____

Alex Smaliy: _____ Date: _____

Jack Grossman: _____ Date: _____

James Thompson: _____ Date: _____

Matthew Sprague: _____ Date: _____

Parvathy Menon:  _____ Date: 12/9/2014

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App. No.: **14/473,552**

Filing Date: **August 29, 2014**

Michael Kross: _____ Date: _____

Michael Harris: _____ Date: _____

Adam Borochoff: _____ Date: _____

Palantir Technologies Inc.

Signature:  Date: 19 December 2014

Printed Name: Matt Long Title: Legal Counsel

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COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))*Application Data Sheet filed previously or concurrently*Docket No.: **PALAN.268A1**

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This Declaration is directed to the application identified above that:

Was filed as the United States application or PCT international application identified above and incorporating any amendments made thereto prior to the signature date of this Declaration.

As a named inventor, I declare that:

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of subject matter which is described in the above-identified application, including a claimed invention.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.

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E. Those items of ASSIGNOR'S tangible property embodying or describing the Patent Properties, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered or otherwise made available to ASSIGNEE immediately upon request.

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AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR, without further consideration or compensation, will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Patent Properties, and testify in any legal proceeding, assist in the preparation of any other Patent Properties, sign/execute all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Patent Properties, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Patent Properties in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

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A. This Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.

B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

C. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the state or federal courts of California, in the county of Santa Clara and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No.: **PALAN.268A1**

Page 4 of 5

Title: **DATA ITEM CLUSTERING AND ANALYSIS**

Inventor(s): **David Cohen, Jason Ma, Bing Jie Fu, Ilya Nepomnyashchiy, Steven Berler, Alex Smaliy, Jack Grossman, James Thompson, Julia Boortz, Matthew Sprague, Parvathy Menon, Michael Kross, Michael Harris, Adam Borochoff**

App. No.: **14/473,552**

Filing Date: **August 29, 2014**

D. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Patent Properties are patentable and the Patent Properties are valid, and further agrees not to take any action, or to assist or request any third party, in, challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity or enforceability of such rights. ASSIGNOR further acknowledges that ASSIGNEE'S patent counsel presenting this Agreement does not represent ASSIGNOR personally, and ASSIGNOR has the right to seek independent counsel of his or her choosing. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective.

Inventors

David Cohen: _____ Date: _____

Jason Ma: _____ Date: _____

Bing Jie Fu: _____ Date: _____

Ilya Nepomnyashchiy: _____ Date: _____

Steven Berler: _____ Date: _____

Alex Smaliy: _____ Date: _____

Jack Grossman: _____ Date: _____

James Thompson: _____ Date: _____

Matthew Sprague: _____ Date: _____

Parvathy Menon: _____ Date: _____

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App. No.: **14/473,552**

Filing Date: **August 29, 2014**

Michael Kross:  Date: 16 Sept 2014

Michael Harris: _____ Date: _____

Adam Borochoff: _____ Date: _____

Palantir Technologies Inc.

Signature:  Date: 19 December 2014

Printed Name: Matt Long Title: Legal Counsel

18852791
091014

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))*Application Data Sheet filed previously or concurrently*Docket No.: **PALAN.268A1**

Page 1 of 5

Title: **DATA ITEM CLUSTERING AND ANALYSIS**Inventor(s): **David Cohen, Jason Ma, Bing Jie Fu, Ilya Nepomnyashchiy, Steven Berler, Alex Smaliy, Jack Grossman, James Thompson, Julia Boortz, Matthew Sprague, Parvathy Menon, Michael Kross, Michael Harris, Adam Borochoff**App. No.: **14/473,552**Filing Date: **August 29, 2014*****Declaration***

This Declaration is directed to the application identified above that:

Was filed as the United States application or PCT international application identified above and incorporating any amendments made thereto prior to the signature date of this Declaration.

As a named inventor, I declare that:

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of subject matter which is described in the above-identified application, including a claimed invention.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.

I have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

Assignment from Inventor(s)

THIS ASSIGNMENT AGREEMENT ("Agreement") is by **David Cohen, residing in Mountain View, CA, Jason Ma residing in Mountain View, CA, Bing Jie Fu, residing in Redwood City, CA, Ilya Nepomnyashchiy residing in Mountain View, CA, Steven Berler residing in Menlo Park, CA, Alex Smaliy residing in Palo Alto, CA, Jack Grossman residing in San Francisco, CA, James Thompson residing in San Francisco, CA, Julia Boortz, residing in Menlo Park, CA, Matthew Sprague, residing in Palo Alto, CA, Parvathy Menon, residing in Palo Alto, CA, Michael Kross, residing in Palo Alto, CA, Michael Harris, residing in Palo Alto, CA, Adam Borochoff, residing in New York, NY** (individual(s), collectively hereinafter "ASSIGNOR").

ASSIGNOR has conceived of one or more inventions, and/or has invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries (collectively hereinafter referred to as the "Work"), for which an application for Letters Patent in the United States (identified above) has been prepared for filing and/or has been filed with the United States Patent and Trademark Office (hereinafter the "Application"). **ASSIGNOR hereby authorizes and requests the attorneys of Knobbe, Martens, Olson & Bear, LLP, Customer No. 115374, to insert into the header the filing date and application number of said Application when known.**

AND **Palantir Technologies Inc.**, a California corporation having offices at **100 Hamilton Avenue, Suite 300, Palo Alto, CA 94301** (hereinafter the "ASSIGNEE"), desires to acquire and confirm the entire right, title, and interest in and to the Application and the Work.

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))*Application Data Sheet filed previously or concurrently*Docket No.: **PALAN.268A1**

Page 2 of 5

Title: **DATA ITEM CLUSTERING AND ANALYSIS**Inventor(s): **David Cohen, Jason Ma, Bing Jie Fu, Ilya Nepomnyashchiy, Steven Berler, Alex Smaliy, Jack Grossman, James Thompson, Julia Boortz, Matthew Sprague, Parvathy Menon, Michael Kross, Michael Harris, Adam Borochoff**App. No.: **14/473,552**Filing Date: **August 29, 2014**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and ASSIGNOR does hereby assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, to the extent not already done so, the entire right, title, and interest throughout the world in the Application and the Work, including all "Patent Properties" filed or issued upon the Application and the Work; where "Patent Properties" include, but are not limited to:

A. The Work, including without limitation any improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;

B. The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein, and any other applications in which the Work is disclosed; all provisional applications related thereto (including but not limited to U.S. Provisional Application No. 62/020,876, filed July 3, 2014); all nonprovisional and design applications relating to the Application or claiming the benefit of the Application and/or the aforementioned provisional application(s) that have been or may hereafter be filed in the United States or in any foreign country and all continuations, divisionals, and continuations-in-part of the Application (all of the foregoing collectively, "Related Applications"); and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

C. All rights of priority under International Conventions and any related letters Patent which may hereafter be granted or filed in any country or countries foreign to the U.S., all extensions, renewals and reissues thereof.

D. Any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, designs and design rights, copyright registrations, reproduction rights, and ASSIGNOR waives any and all moral rights under 17 U.S.C. § 106A or otherwise, and consents to all acts or omissions by ASSIGNEE, its licensees and others authorized by ASSIGNEE, and its successors in title, whether occurring before or after this consent, which would otherwise constitute infringement of ASSIGNOR'S moral rights, in the work or any improvement thereto.

E. Those items of ASSIGNOR'S tangible property embodying or describing the Patent Properties, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered or otherwise made available to ASSIGNEE immediately upon request.

ASSIGNOR hereby acknowledges the ASSIGNEE as the Applicant for all Patent Properties, and authorizes ASSIGNEE to make and/or file, at ASSIGNEE'S sole discretion, any and all Patent Properties, and authorizes and requests the Commissioner of Patents of the U.S., and any Official of any country or countries foreign to the U.S., whose duty it is to issue patents, registrations, and certificates on applications as aforesaid, to issue all related Patent Properties to the ASSIGNEE in accordance with the terms of this instrument.

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))*Application Data Sheet filed previously or concurrently*Docket No.: **PALAN.268A1**

Page 3 of 5

Title: **DATA ITEM CLUSTERING AND ANALYSIS**Inventor(s): **David Cohen, Jason Ma, Bing Jie Fu, Ilya Nepomnyashchiy, Steven Berler, Alex Smaliy, Jack Grossman, James Thompson, Julia Boortz, Matthew Sprague, Parvathy Menon, Michael Kross, Michael Harris, Adam Borochoff**App. No.: **14/473,552**Filing Date: **August 29, 2014**

AND ASSIGNOR DOES HEREBY assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all causes of action, rights of enforcement, claims for damages, and all remedies relating to the Patent Properties arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages and all proceeds for past infringements of Patent Properties before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR, without further consideration or compensation, will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Patent Properties, and testify in any legal proceeding, assist in the preparation of any other Patent Properties, sign/execute all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Patent Properties, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Patent Properties in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

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B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

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COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

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Docket No.: **PALAN.268A1**

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App. No.: **14/473,552**

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Inventors

David Cohen: _____ Date: _____

Jason Ma: _____ Date: _____

Bing Jie Fu: _____ Date: _____

Ilya Nepomnyashchiy: _____ Date: _____

Steven Berler: _____ Date: _____

Alex Smaliy: _____ Date: _____

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Title: **DATA ITEM CLUSTERING AND ANALYSIS**

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App. No.: **14/473,552**

Filing Date: **August 29, 2014**

Michael Kross: _____ Date: _____

Michael Harris: Michael J Harris Date: 9/17/2014

Adam Borochoff: _____ Date: _____

Palantir Technologies Inc.

Signature: Matt Long Date: December 19, 2014

Printed Name: Matt Long Title: Legal Counsel

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COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))*Application Data Sheet filed previously or concurrently*Docket No.: **PALAN.268A1**

Page 1 of 5

Title: **DATA ITEM CLUSTERING AND ANALYSIS**Inventor(s): **David Cohen, Jason Ma, Bing Jie Fu, Ilya Nepomnyashchiy, Steven Berler, Alex Smaliy, Jack Grossman, James Thompson, Julia Boortz, Matthew Sprague, Parvathy Menon, Michael Kross, Michael Harris, Adam Borochoff**App. No.: **14/473,552**Filing Date: **August 29, 2014*****Declaration***

This Declaration is directed to the application identified above that:

Was filed as the United States application or PCT international application identified above and incorporating any amendments made thereto prior to the signature date of this Declaration.

As a named inventor, I declare that:

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of subject matter which is described in the above-identified application, including a claimed invention.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.

I have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

Assignment from Inventor(s)

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E. Those items of ASSIGNOR'S tangible property embodying or describing the Patent Properties, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered or otherwise made available to ASSIGNEE immediately upon request.

ASSIGNOR hereby acknowledges the ASSIGNEE as the Applicant for all Patent Properties, and authorizes ASSIGNEE to make and/or file, at ASSIGNEE'S sole discretion, any and all Patent Properties, and authorizes and requests the Commissioner of Patents of the U.S., and any Official of any country or countries foreign to the U.S., whose duty it is to issue patents, registrations, and certificates on applications as aforesaid, to issue all related Patent Properties to the ASSIGNEE in accordance with the terms of this instrument.

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))*Application Data Sheet filed previously or concurrently*Docket No.: **PALAN.268A1**

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AND ASSIGNOR DOES HEREBY assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all causes of action, rights of enforcement, claims for damages, and all remedies relating to the Patent Properties arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages and all proceeds for past infringements of Patent Properties before or after issuance.

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A. This Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.

B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

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COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

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App. No.: **14/473,552**

Filing Date: **August 29, 2014**

D. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Patent Properties are patentable and the Patent Properties are valid, and further agrees not to take any action, or to assist or request any third party, in, challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity or enforceability of such rights. ASSIGNOR further acknowledges that ASSIGNEE'S patent counsel presenting this Agreement does not represent ASSIGNOR personally, and ASSIGNOR has the right to seek independent counsel of his or her choosing. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective.

Inventors

David Cohen: _____ Date: _____

Jason Ma: _____ Date: _____

Bing Jie Fu: _____ Date: _____

Ilya Nepomnyashchiy: _____ Date: _____

Steven Berler: _____ Date: _____

Alex Smaliy: _____ Date: _____

Jack Grossman: _____ Date: _____

James Thompson: _____ Date: _____

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Title: **DATA ITEM CLUSTERING AND ANALYSIS**

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App. No.: **14/473,552**

Filing Date: **August 29, 2014**

Michael Kross: _____

Date: _____

Michael Harris: _____

Date: _____

Adam Borochoff:  _____

Date: 9/16/2014

Palantir Technologies Inc.

Signature:  _____

Date: December 19, 2014

Printed Name: Matt Long

Title: Legal Counsel

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091014

PALANTIR TECHNOLOGIES INC.

January 10th, 2011

Julia Boortz

Dear Julia:

Palantir Technologies Inc. (the "Company") is pleased to offer you exempt employment as an Intern in our Palo Alto, CA office on the following terms:

REDACTED

4. **Proprietary Information and Inventions Agreement.** Like all Company employees, you will be required, as a condition of your employment with the Company, to sign the Company's standard Proprietary Information and Inventions Agreement, a copy of which is attached hereto as Exhibit A.

REDACTED

REDACTED

7. **Interpretation, Amendment and Enforcement.** This letter agreement and Exhibit A constitute the complete agreement between you and the Company, contain all of the terms of your employment with the Company and supersede any prior agreements, representations or understandings (whether written, oral or implied) between you and the Company. This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of the Company. The terms of this letter agreement and the resolution of any disputes as to the meaning, effect, performance or validity of this letter agreement or arising out of, related to, or in any way connected with, this letter agreement, your employment with the Company or any other relationship between you and the Company (the "Disputes") will be governed by California law, excluding laws relating to conflicts or choice of law. You and the Company submit to the exclusive personal jurisdiction of the federal and state courts located in California in connection with any Dispute or any claim related to any Dispute.

REDACTED

* * * * *

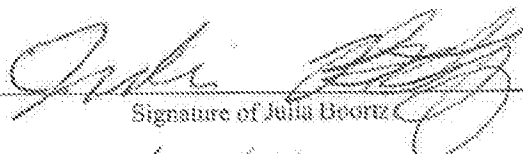
We hope that you will accept our offer to join the Company. You may indicate your agreement with these terms and accept this offer by signing and dating both the enclosed duplicate original of this letter agreement and the enclosed Proprietary Information and Inventions Agreement and returning them to me. As required by law, your employment with the Company is contingent upon your providing legal proof of your identity and authorization to work in the United States.

Official Start Date: Summer 2011, TBD

Very truly yours,

PALANTIR TECHNOLOGIES INC.

I accept this offer of employment with Palantir and agree to the terms and conditions outlined in this letter:


Signature of Julia Doortz

Dated: 1/20/10

Attachment

Exhibit A: Proprietary Information and Inventions Agreement

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

The following confirms and memorializes an agreement that Palantir Technologies, Inc., a Delaware corporation (the "Company") and Julia Boorte have had since the commencement of my employment with the Company in any capacity and that is and has been a material part of the consideration for my employment by Company:

REDACTED

2. Company shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, *sui generis* database rights and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by me during the term of my employment with Company to and only to the fullest extent allowed by California Labor Code Section 2870 (which is attached as Appendix A) (collectively "Inventions") and I will promptly disclose all Inventions to Company. I will also disclose anything I believe is excluded by Section 2870 so that the Company can make an independent assessment. I hereby make all assignments necessary to accomplish the foregoing. I shall further assist Company, at Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned. I hereby irrevocably designate and appoint Company as my agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act for and in my behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me. If I wish to clarify that something created by me prior to my employment that relates to Company's actual or proposed business is not within the scope of the foregoing assignment, I have listed it on Appendix B in a manner that does not violate any third party rights. Without limiting Section 1 or Company's other rights and remedies, if, when acting within the scope of my employment or otherwise on behalf of Company, I use or (except pursuant to this Section 2) disclose my own or any third party's confidential information or intellectual property (or if any Invention cannot be fully made, used, reproduced, distributed and otherwise exploited without using or violating the foregoing), Company will have and I hereby grant Company a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such confidential information and intellectual property rights.

3. To the extent allowed by law, paragraph 2 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). To the extent I retain any such Moral Rights under applicable law, I hereby ratify and consent to any

action that may be taken with respect to such Moral Rights by or authorized by Company and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratifications, consents and agreements from time to time as requested by Company.

REDACTED

8. I agree that my obligations under paragraphs 2, 3, 4 and 5 of this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine. My obligations under paragraphs 2, 3 and 4 also shall be binding upon my heirs, executors, assigns, and administrators and shall inure to the benefit of Company, its subsidiaries, successors and assigns.

9. Any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable California law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms. This Agreement is fully assignable and transferable by Company, but any purported assignment or transfer by me is void. I also understand that any breach of this Agreement will cause irreparable harm to Company for which damages would not be an adequate remedy, and, therefore, Company will be entitled to injunctive relief with respect thereto in addition to any other remedies and without any requirement to post bond.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT THE COMPANY WILL RETAIN ONE COUNTERPART AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.

Jan 20th, 2011

Employee


Signature

Julia Boorte
Name (Printed)

Accepted and Agreed to:

Palantir Technologies Inc.

By _____

APPENDIX A

California Labor Code Section 2870. Application of provision providing that employee shall assign or offer to assign rights in invention to employer.

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for his employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

APPENDIX B
PRIOR MATTER

GDSYF&R/672996.1

RECORDED: 02/18/2015

PATENT
REEL: 035037 FRAME: 0046