503632098 12/31/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3678728

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ALAN PIERCE	09/04/2015
BRIAN DORNE	10/12/2015
MICHAEL GLAZER	10/08/2015
DEREK RABIDEAU	09/04/2015
RICHARD ALLEN DUCOTT III	10/20/2015
DAVID KARESH	12/06/2015
DYLAN DAVIS	09/04/2015
MATTHEW DAILEY	09/04/2015
HONGYI YAO	09/04/2015
DANIEL ROBINSON	09/19/2015

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14837951

CORRESPONDENCE DATA

Fax Number: (408)414-1076

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.

Phone: 408-414-1080 Email: dparker@h35g.com

HICKMAN PALERMO BECKHAM BINGHAM LLP Correspondent Name:

Address Line 1: 1 ALMADEN BOULEVARD, FLOOR 12

Address Line 4: SAN JOSE, CALIFORNIA 95113

ATTORNEY DOCKET NUMBER: 60152-0473

> **PATENT** REEL: 037393 FRAME: 0060

503632098

NAME OF SUBMITTER:	DANIEL W. PARKER			
SIGNATURE:	/DanielWParker#73390/			
DATE SIGNED: 12/30/2015				
Total Attachments: 11 source=60152-0473_Combined_Declaration_Assgnmt-signed#page1.tif				

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

Application Data Sheet filed previously or concurrently

Docket No.: 60152-0473 Page 1 of 4

Title: HORIZON LIVE REINDEX

Inventor(s): Alan Pierce; Brian Dorne; Michael Glazer; Derek Rabideau;

Richard Allen Ducott, III; David Karesh; Dylan Davis; Matthew Dailey;

Hongyi Yao; Daniel Robinson

App. No.: 14/837,951

Filing Date: August 27, 2015

Declaration

This Declaration is directed to the application identified above that:

Is being filed concurrently herewith.

-OR-

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 Alan Pierce, residing in Palo Alto, CA, US; Brian Dorne, residing in Menlo Park, CA, US; Michael Glazer, residing in San Francisco, CA, US; Derek Rabideau residing in Neenah, WI, US; Richard Allen Ducott, III, residing in London, UK; David Karesh residing in Palo Alto, CA, US; Dylan Davis residing in Palo Alto, CA, US; Matthew Dailey, residing in San Francisco, CA, US; Hongyi Yao, residing in Mountain View, CA, US; and Daniel Robinson, residing in San Francisco, CA, US (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 Hickman Palermo Becker Bingham LLP, Customer No. 115191, 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.: 60152-0473 Page 2 of 4

Title: HORIZON LIVE REINDEX

Inventor(s): Alan Pierce; Brian Dorne; Michael Glazer; Derek Rabideau;

Richard Allen Ducott, III; David Karesh; Dylan Davis; Matthew Dailey;

Hongyi Yao; Daniel Robinson

App. No.: 14/837,951

Filing Date: August 27, 2015

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(s). _______, filed _____ (respectively if plural applications)); 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.: 60152-0473 Page 3 of 4

Title: HORIZON LIVE REINDEX

Inventor(s): Alan Pierce; Brian Dorne; Michael Glazer; Derek Rabideau;

Richard Allen Ducott, III; David Karesh; Dylan Davis; Matthew Dailey;

Hongyi Yao; Daniel Robinson

App. No.: 14/837,951

Filing Date: August 27, 2015

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.

Ų.	OMBINEU L Appi	ECLARATION & ASSIGNN ication Data Sheet filed previously	IENT (37 CFR 1 or concurrently	I.83(e))
Docket No.:	60152-0473			Page 4 of 4
Title.	HORIZON L	VE REINDEX		
Inventor(s):	Richard Alle	Brian Dorne; Michael Glazer; Dr n Ducott, III; David Karesh; Dyla Daniel Robinson	erek Rabideau; n Davis; Matthew	Dailey;
App. No.:	14/837,951			
Filing Date:	August 27, 2	015		
rquest arry tri nder this Agri SSIGNEE'S SSIGNOR hi ealling betwei greement, an	and the Mater ind party, in, choe ement, or the patent counse as the right to en the parties ad only an amer	acknowledges that, to the best of it Properties are valid, and further a allenging or opposing, on any groun validity or enforceability of suching it presenting this Agreement does seek independent counsel of his shall act as an amendment, moditionant, modification or waiver whic GNOR shall be effective.	igrees not to take a ids whatsoever, AS ints - ASSIGNOR h not represent ASS or her choosing - I lification or waiver	any action, or to assist of SIGNEE'S rights granted urther acknowledges tha SIGNOR personally, and No course of conduct of this of any consists of this
ventors:				
	Alan Pierce:			<u>1015-09-04</u>
	Brian Dome:		Date:	
W	ichael Glazer.		Date	
Dei	rek Rabideau.		Date	
Richard All	len Ducatt, III:		Date	
	David Karesh:		Date	
	Dylan Davis:		Date	
Ma	atthew Dailey:		Date	
	Hongyi Yao:		Date:	
Dan	riel Robinson:		Date:	
lantir Techni	ologies Inc.			
	Signature:	Mat 200	Date:	I0 September 2015
F	rinted Name:	Matt Long	Title: L	egal Counsel

PATENT

REEL: 037393 FRAME: 0065

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Docket No.:	60152-0473							Page 4 of 4	
Title:	HORIZON LI	VE REII	NDEX						
Inventor(s):	Alan Pierce; Richard Alle Hongyi Yao;	n Duco	tt, III; Dav	id Karest				Dailey;	
App. No.:	14/837,951								
Filing Date:	August 27, 2	015							
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nventors:									
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	Brian Dorne:		<u> </u>		<u> </u>	Ds	ite:	2015-OCT-1	2
М	ichael Glazer:					Da	ite: _		
Der	rek Rabideau:					Da	ite: _		
Richard All	len Ducott, III:					Da	ite: _		
Į.	David Karesh:					Da	ite: _		
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Ma	atthew Dailey:					De	te:		
	Hongyi Yao:		****			Da	ite:		

Daniel Robinson:

Printed Name: Matt Long

Signature: <u>Malt Sow</u>

Palantir Technologies Inc.

PATENT REEL: 037393 FRAME: 0066

Date:

Date: 29 December 2015

C	OMBINED D <i>Appli</i>	ECLARATION & ASSIGN cation Data Sheet filed previousl	MENT (37 CFR	1.63(e))		
Docket No.:	60152-0473		·	Page 4 of 4		
Title:	HORIZON LI	VE REINDEX				
Inventor(s):	Alan Pierce; Brian Dorne; Michael Glazer; Derek Rabideau; Richard Allen Ducott, Ill; David Karesh; Dylan Davis; Matthew Dailey; Hongyi Yao; Daniel Robinson					
App. No.:	14/837,951					
Filing Date:	August 27, 2	015				
inder this Agn NSSIGNEE'S NSSIGNOR hi lealing belwei Ngreement, an	eement, or the patent counsel as the right to en the parties id only an amer	illenging or opposing, on any grouvalidity or enforceability of such in presenting this Agreement does seek independent counset of his shall act as an amendment, modification or waiver whit GNOR shall be effective.	ights. ASSIGNOR s not represent AS i or her choosing. odification or waive	further acknowledges that SIGNOR personally, and No course of conduct or r of any provision of this		
nventors:	•					
	Alan Pierce:		Date:			
	Brian Dome:		Date:			
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	rek Rabideau:	**************************************	Date:			
Richard Al	len Ducott, III:		Date:			
1	David Karesh		Onto			
	Dylan Davis		Date;			
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	Hongyi Yao:		Date:			
Dar	niel Robinson:		Date:			
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	Signature;	<u> Nak sac –</u>	Date:	29 December 2015		

Printed Name: Matt Long

PATENT REEL: 037393 FRAME: 0067

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			9 Septem	nter 2015

MattLong

PATENT REEL 037393 FRAME: 0068

Legal Course

C	OMBINED DECLARATION & A Application Data Sheet filed	ASSIGNMENT (37 CFR 1.63(e)) I previously or concurrently	
Docket No.	60152-0473	Pa	ge 4 of 4
Title:	HORIZON LIVE REINDEX		
inventor(s):	Alan Pierce; Brian Dorne; Michae Richard Allen Ducott, III; David Ka Hongyi Yao; Daniel Robinson	l Glazer; Derek Rabideau; aresh; Dylan Davis; Matthew Dailey;	
App. No.:	14/837,951		
Filing Date:	August 27, 2015		
ASSIGNOR I dealing betwe Agreement, a	ias the right to seak independent cou een the parties shall act as an amen	ment does not represent ASSIGNOR pensel of his or her choosing. No course diment, modification or waiver of any prowaiver which is contained in a written agree.	of conduct ovision of th
nventors:	Alan Pierce:	Date:	
	Brian Dorne:	Date	
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Richard A	dlen Ducott, III:	Date: Oct 2	0,201
	David Karesh:	Date:	
	Dylan Davis:	Date:	
N	fatthew Dailey:	Date:	
	Hongyi Yao:	Date:	***************************************
Da	aniel Robinson:	Date:	

Palantir Technologies Inc.

Signature: 904 S. asy

Printed Name: Matt Long

PATENT REEL: 037393 FRAME: 0069

Date: 29 December 2015

		ECLARATION & ASSIGNMI cation Data Sheet filed previously o				
Docket No.:	60152-0473			Page 4 of 4		
Title	HORIZON LI					
Inventor(s):	Alan Pierce; Brian Dorne; Michael Glazer; Derek Rabideau; Richard Alien Ducott, Ili; David Karesh; Dylan Davis; Matthew Dailey; Hongyi Yao; Daniel Robinson					
App. No.:	14/837,951					
Filing Date:	August 27, 2	015				
equest any thi under this Agn ASSIGNEE'S ASSIGNOR ho lealing betwee Agreement, an	and the Paten ird party, in, cha sement, or the patent counse as the right to an the parties id only an amer	acknowledges that, to the best of hit Properties are valid, and further aguitenging or opposing, on any ground validity or enforceability of such right presenting this Agreement does resek independent counsel of his oshall act as an amendment, modification or waiver which GNOR shall be effective.	prees not to take any is whatsoever, ASSI its. ASSIGNOR furth not represent ASSIG ir her choosing. No fication or waiver of	raction, or to assist of GNEE'S rights granted her acknowledges that iNOR personally, and course of conduct of this		
nventors:						
	Alan Pierce:		Date:			
	Brian Dome:		Date:			
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Richard Al	len Ducott, III:		Date:			
ŧ	David Karesh	Faith Essen/1	Date: <u>12</u>	/16/2015		
	Dylan Davis		Date:	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
Mi	atthew Dailey:		Date:			
	Hongyi Yao:		Date:			
Dar	niel Robinson:		Date:			
alantir Techn	~					
	Signature:	<u> Matt 2 m = </u>	Date:	December 2015		

Printed Name: Matt Long

PATENT REEL: 037393 FRAME: 0070

COM		ECLARATION & ASSIGNME cation Data Sheet filed previously o		63(e))
Docket No.: 60	152-0473	:	······································	Page 4 of 4
Title: H (ORIZON LIV	'E REINDEX		
Ri	chard Aller	Brian Dorne; Michael Glazer; Der ı Ducott, III; David Karesh; Dylan Daniel Robinson		Dailey;
App. No.: 14	/837,951			
Filing Date: Au	ugust 27, 20)15		
are patentable and request any third punder this Agreem ASSIGNEE'S pate ASSIGNOR has to dealing between to Agreement, and or	d the Patent party, in, cha nent, or the vent counsel he right to sthe parties only an amen	scknowledges that, to the best of hit Properties are valid, and further ag lienging or opposing, on any ground validity or enforceability of such right presenting this Agreement does reach independent counsel of his or shall act as an amendment, modification or waiver which SNOR shall be effective.	rees not to take a s whatsoever, ASS ts. ASSIGNOR fu ot represent ASS her choosing. N ication or waiver	ny action, or to assist or SIGNEE'S rights granted rther acknowledges that IGNOR personally, and to course of conduct or of any provision of this
Inventors:				
Al	lan Pierce:		Date:	
Br	ian Dome:		Date:	
Micha	sel Glazer:		Date:	
Derek	Rabideau:		Date:	
Richard Allen		·		18 - \$10
Dav	rid Karesh:	· · · · · · · · · · · · · · · · · · ·	Date:	
Dy	/lan Davis:	Dyla Gus	Date:	9/4/15
Matth	ew Dailey:	19t 19-	Date:	1/4/15
H	ongyi Yao:	4,941 700	Date:	9/4/15
Daniel	Robinson:		Date:	7
Palantir Technolog	gies Inc.			
	Signature:	Mad Lon	Date:	9 September 2015

Printed Name: Matt Long

PATENT REEL: 037393 FRAME: 0071

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e)) Application Data Sheet filed previously or concurrently

Docket No.:	60152-0473			Page 4 of 4
Title:	HORIZON LIVE REINDEX			
Inventor(s):	Alan Pierce; Brian Dorne; Michael Glazer; Derek Rabideau; Richard Allen Ducott, III; David Karesh; Dylan Davis; Matthew Dalley; Hongyi Yao; Daniel Robinson			
App. No.:	14/837,951			
Filing Date:	August 27, 2	015		
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:				
	Alan Pierce:		Date:	
	Brian Dorne:		Date:	
M				
Dei	rek Rabideau:		Date:	
1	David Karesh:		Date:	
M	atthew Dailey:		Date:	
	Hongyi Yao:		Date:	
Dar	niel Robinson:	Jones Palinson	Date:	09 / 19 / 2015
Palantir Techn	ologies Inc.			
	Signature:	Mat 2 m	Date:	29 December 2015
§		Matt Long		Legal Counsel

PATENT REEL: 037393 FRAME: 0072

RECORDED: 12/31/2015