

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4024432

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DAN CERVELLI	06/12/2013
CAI GOGWILT	06/12/2013
BOBBY PROCHNOW	06/12/2013
RECEIVING PARTY DATA	
Name:	PALANTIR TECHNOLOGIES INC.
Street Address:	100 HAMILTON AVENUE
Internal Address:	SUITE 300
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94301
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	14323878
Application Number:	14323881
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<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:	9497600404
Email:	efiling@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:	ALAN.213C1 / C2
NAME OF SUBMITTER:	SCOTT CROMAR
SIGNATURE:	/Scott Cromar/
DATE SIGNED:	08/25/2016
Total Attachments: 12	

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COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))*Application Data Sheet filed previously or concurrently*Docket No.: **PALAN.213A**

Page 1 of 4

Title: **INTERACTIVE GEOSPATIAL MAP**Inventor: **Dan Cervelli*****Declaration***

This Declaration is directed to the application identified above that:

Is attached, where "attached" means filed concurrently with.

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 the subject matter which is described in the application.

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 InventorTHIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 11th day of June, 2013, and is by **Dan Cervelli, residing in Mountain View, CA** (individual, 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, and hereby assigns or is under an obligation to assign to the below identified Assignee the above-titled application (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 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. 20,995, to insert here in parentheses (Application Number 13/917,571, filed June 13, 2013) 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.

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 by these presents does hereby assign, transfer and set over, unto said ASSIGNEE, its successors, legal representatives and assigns, the extent not already done so to ASSIGNEE, 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 Invention is disclosed; all provisional applications related thereto (including but not limited to U.S. Provisional Application No(s). **61/820,608**,

PATENT**REEL: 039544 FRAME: 0019**

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Page 2 of 4

Title: **INTERACTIVE GEOSPATIAL MAP**Inventor: **Dan Cervelli**

filed **May 7, 2013** (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 US, all extensions, renewals and resissues thereof.

D. Any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, design rights, copyright registrations, reproduction rights, and ASSIGNOR waives any and all moral rights under 17 U.S.C. § 106A or otherwise.

E. Those items of ASSIGNOR'S tangible property embodying or describing the Invention, 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 to ASSIGNEE immediately upon request.

F. All causes of action for infringement of, all damages for, and all remedies for all rights related to the Work, the Application, and/or the Related Applications, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom, whether accruing before or after this Assignment.

ASSIGNOR hereby acknowledges the ASSIGNEE as the Applicant for all aforementioned patent properties, and authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR DOES HEREBY assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies 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 for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR, without further consideration or compensation, will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Work, and testify in any legal proceeding, assist in the preparation of any other Patent Property relating to the Application and the Work or any improvements made thereto, sign/execute all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Work 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.

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))*Application Data Sheet filed previously or concurrently*Docket No.: **PALAN.213A**

Page 3 of 4

Title: **INTERACTIVE GEOSPATIAL MAP**Inventor: **Dan Cervelli****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 in the state or federal courts of California, in the county of Orange, 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.

D. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable, 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.

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

Application Data Sheet filed previously or concurrently

Docket No.: **PALAN.213A**

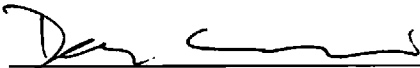
Page 4 of 4

Title: **INTERACTIVE GEOSPATIAL MAP**

Inventor: **Dan Cervelli**

Legal Name of inventor: **Dan Cervelli**

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 12 day of JUNE,
2013.

Signature: 

Date: 12 JUN 2013

Signature before a Notary is desirable but not required.

STATE OF CALIFORNIA

} ss.

COUNTY OF _____

On _____, before me, _____, notary public, personally
appeared **Dan Cervelli** who proved to me on the basis of satisfactory evidence to be the person whose
name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in
his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

Notary Signature

PATENT

REEL: 039544 FRAME: 0022

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

Application Data Sheet filed previously or concurrently

Docket No.: **PALAN.213A**

Page 1 of 4

Title: **INTERACTIVE GEOSPATIAL MAP**

Inventor: **Cai GoGwilt**

Declaration

This Declaration is directed to the application identified above that:
Is attached, where "attached" means filed concurrently with.

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 the subject matter which is described in the application.

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

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 11th day of June, 2013, and is by **Cai GoGwilt, residing in Palo Alto, CA** (individual, 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, and hereby assigns or is under an obligation to assign to the below identified Assignee the above-titled application (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 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. 20,995, to insert here in parentheses (Application Number 13/917,571, filed June 13, 2013) the filing date and application number of said Application when known.

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Page 2 of 4

Title: **INTERACTIVE GEOSPATIAL MAP**Inventor: **Cai GoGwilt**

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COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))*Application Data Sheet filed previously or concurrently*Docket No.: **PALAN.213A**

Page 3 of 4

Title: **INTERACTIVE GEOSPATIAL MAP**Inventor: **Cai GoGwilt****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.

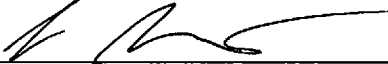
B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality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

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COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))*Application Data Sheet filed previously or concurrently*Docket No.: **PALAN.213A**

Page 4 of 4

Title: **INTERACTIVE GEOSPATIAL MAP**Inventor: **Cai GoGwilt**Legal Name of inventor: **Cai GoGwilt**IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 12 day of JUNE,
2013.Signature: Date: 6.12.13*Signature before a Notary is desirable but not required.*

STATE OF CALIFORNIA

} ss.

COUNTY OF _____

On _____, before me, _____, notary public, personally appeared **Cai GoGwilt** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

Notary Signature**PATENT****REEL: 039544 FRAME: 0026**

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))*Application Data Sheet filed previously or concurrently*Docket No.: **PALAN.213A**

Page 1 of 4

Title: **INTERACTIVE GEOSPATIAL MAP**Inventor: **Bobby Prochnow*****Declaration***

This Declaration is directed to the application identified above that:
Is attached, where "attached" means filed concurrently with.

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 the subject matter which is described in the application.

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

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 11th day of June, 2013, and is by **Bobby Prochnow, residing in East Palo Alto, CA** (individual, 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, and hereby assigns or is under an obligation to assign to the below identified Assignee the above-titled application (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 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. 20,995, to insert here in parentheses (Application Number 13/917,571, filed June 13, 2013) the filing date and application number of said Application when known.

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PATENT**REEL: 039544 FRAME: 0027**

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))*Application Data Sheet filed previously or concurrently*Docket No.: **PALAN.213A**

Page 2 of 4

Title: **INTERACTIVE GEOSPATIAL MAP**Inventor: **Bobby Prochnow**

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PATENT**REEL: 039544 FRAME: 0028**

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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 Orange, 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.

D. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable, 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.

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

Application Data Sheet filed previously or concurrently

Docket No.: **PALAN.213A**

Page 4 of 4

Title: **INTERACTIVE GEOSPATIAL MAP**

Inventor: **Bobby Prochnow**

Legal Name of inventor: **Bobby Prochnow**

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 12th day of June, 2013.

Signature: *Bobby Prochnow* Date: 06/12/13
Signature before a Notary is desirable but not required.

STATE OF CALIFORNIA

COUNTY OF _____

ss.

On _____, before me, _____, notary public, personally appeared **Bobby Prochnow** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

Notary Signature