504964904 06/18/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5011650

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
MATTHEW ELKERJ	08/20/2017
ASHLEY EINSPAHR	08/16/2017
BREANNA BUNGE	05/30/2018
CHRIS HAMETT	08/16/2017
ERIKA CRAWFORD TOM	04/18/2018
MITCHELL BEARD	08/15/2017
RYAN BEIERMEISTER	05/10/2018
SEELIG SINTON	08/21/2017
SHARON HAO	04/04/2018
WILLIAM AYERS	05/29/2018

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: 1

Property Type	Number
Application Number:	15584423

CORRESPONDENCE DATA

Fax Number: (650)815-2601

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: 6508152600

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Correspondent Name: SHEPPARD MULLIN RICHTER & HAMPTON LLP

Address Line 1: 379 LYTTON AVENUE

Address Line 2: ALEX Y. NIE

Address Line 4: PALO ALTO, CALIFORNIA 94301

504964904 REEL: 046121 FRAME: 0032

ATTORNEY DOCKET NUMBER:	53HV-252445-US
NAME OF SUBMITTER:	ALEX Y. NIE
SIGNATURE:	/Alex Y. Nie/
DATE SIGNED:	06/18/2018
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 13	•

source=ExecutedAssignment#page1.tif source=ExecutedAssignment#page2.tif source=ExecutedAssignment#page3.tif source=ExecutedAssignment#page4.tif source=ExecutedAssignment#page5.tif source=ExecutedAssignment#page6.tif source=ExecutedAssignment#page7.tif source=ExecutedAssignment#page8.tif source=ExecutedAssignment#page9.tif source=ExecutedAssignment#page10.tif source=ExecutedAssignment#page11.tif source=ExecutedAssignment#page12.tif source=ExecutedAssignment#page13.tif

> **PATENT** REEL: 046121 FRAME: 0033

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managan da kanada da	COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e)) Application Data Sheet filed previously or concurrently	
Docket No.	: 836A Page 1 of	
Title:	AUTOMATED ASSISTANCE FOR GENERATING RELEVANT AND VALUABLE SEARCH RESULTS FOR AN ENTITY OF INTEREST	
Inventor(s):	Matthew Elkherj, Ashley Einspahr, Breanna Bunge, Chris Hammett, Erika Crawford, Mitchell Beard, Ryan Beiermeister, Seelig Sinton, Sharon Hao, William Ayers	
App. No.:	15/584,423	
Filing Date: May 2, 2017		
□ ⊠ abo	ation 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 ove and incorporating any amendments made thereto prior to the signature date of this claration.	

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 Matthew Elkherj, residing in Menlo Park, CA; and, Ashley Einspahr, residing in Palo Alto, CA; and, Breanna Bunge, residing in San Bruno, CA; and, Chris Hammett, residing in WashIngton, DC; and, Erika Crawford, residing in New York, NY; and, Mitchell Beard, residing in Falls Church, VA; and, Ryan Beiermeister, residing in San Francisco, CA; and, Seelig Sinton, residing in Washington, DC; and, Sharon Hao, residing in Redwood City, CA; and, William Ayers, residing in Washington, DC (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 Sheppard Mullin Richter & Hampton LLP, Customer Number 143846, to insert into the header the filling date and application number of said Application when known.

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

Application Data Sheet filed previously or concurrently

Docket No.:

836A

Page 2 of 5

Title:

AUTOMATED ASSISTANCE FOR GENERATING RELEVANT AND VALUABLE SEARCH RESULTS FOR AN ENTITY OF INTEREST

Inventor(s):

Matthew Elkherj, Ashley Einspahr, Breanna Bunge, Chris Hammett, Erika Crawford, Mitchell Beard, Ryan Belermeister, Seelig Sinton,

Sharon Hao, William Ayers

App. No.:

15/584,423

Filing Date:

May 2, 2017

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 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,

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

Application Data Sheet filed previously or concurrently

Docket No.:

836A

Page 3 of 5

Title:

AUTOMATED ASSISTANCE FOR GENERATING RELEVANT AND

VALUABLE SEARCH RESULTS FOR AN ENTITY OF INTEREST

inventor(s):

Matthew Elkherj, Ashley Einspahr, Breanna Bunge, Chris Hammett, Erika Crawford, Mitchell Beard, Ryan Belermeister, Seelig Sinton,

Sharon Hao, William Ayers

App. No.:

15/584,423

Filing Date:

May 2, 2017

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.

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

Title:	AUTOMATED ASSISTANCE FOR GENERATING RELEVANT AND VALUABLE SEARCH RESULTS FOR AN ENTITY OF INTEREST			
Inventor(s):	Matthew Elkherj, Ashley Einspahr, Brea Erika Crawford, Mitchell Beard, Ryan B Sharon Hao, William Ayers			
App. No.:	15/584,423			
Filing Date:	May 2, 2017			
event that any prevailing party	nd the parties expressly agree that jurisdic legal action becomes necessary to enfor shall be entitled, in addition to its court of d legal expenses as shall be fixed by a cou	ce or interpret the terms costs, to such reasonable	of this Agreement, the attorneys' fees, expert	
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	12			
M	atthew Elkerj:	Date: _	08/20/2017	
Ash	ley Einspahr:	Date:		
Bre	eanna Bunge:	Date: _		
CI	nris Hammett:	Date: _		
Eı	ika Crawford:	Date: _		
N	litchell Beard:	Date:		
Ryan	Beiermeister:	Date: _		
	Seelig Sinton:	Date:	***	

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

Application Data Sheet filed previously or concurrently

836A

Docket No.:

Page 4 of 5

	COMBINED DECLARATION & ASSIGNM Application Data Sheet filed previously	
Docket No.:	836A	Page 4 of 5
Title:	AUTOMATED ASSISTANCE FOR GENERATING F VALUABLE SEARCH RESULTS FOR AN ENTITY	RELEVANT AND OF INTEREST
Inventor(s):	Matthew Elkherj, Ashley Einspahr, Breanna Bung Erika Crawford, Mitchell Beard, Ryan Beiermeiste Sharon Hao, William Ayers	ge, Chris Hammett, er, Seelig Sinton,
App. No.:	15/584,423	
Filing Date:	May 2, 2017	
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request any the under this Agreement, as the under this Agreement as the u	ASSIGNOR acknowledges that, to the best of his of and the Patent Properties are valid, and further agreed hird party, in, challenging or opposing, on any grounds were ment, or the validity or enforceability of such rights. patent counsel presenting this Agreement does not has the right to seek independent counsel of his or he deen the parties shall act as an amendment, modification only an amendment, modification or waiver which is of GNEE and ASSIGNOR shall be effective.	es not to take any action, or to assist or hatsoever, ASSIGNEE'S rights granted ASSIGNOR further acknowledges that represent ASSIGNOR personally, and er choosing. No course of conduct or tion or waiver of any provision of this
Inventors		
ı	Matthew Elkerj:	Date:
As	shley Einspahr:	Date: 8/16/2017
В	reanna Bunge:	Date:
(Chris Hammett:	Date:
!	Erika Crawford:	Date:
	Mitchell Beard:	Date:
Rya	n Beiermeister:	Date:

Seelig Sinton:

Date:

	Application Data Sheet filed previ	
Docket No.:	836A	Page 4 of 5
Title:	AUTOMATED ASSISTANCE FOR GENERAL VALUABLE SEARCH RESULTS FOR AN EN	TING RELEVANT AND ITITY OF INTEREST
Inventor(s):	Matthew Elkherj, Ashley Einspahr, Breanna Erika Crawford, Mitchell Beard, Ryan Beien Sharon Hao, William Ayers	Bunge, Chris Hammett, meister, Seelig Sinton,
App. No.:	15/584,423	
Filing Date:	May 2, 2017	
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request any trunder this Ag ASSIGNEE'S ASSIGNOR dealing betw Agreement, a	ASSIGNOR acknowledges that, to the best of the and the Patent Properties are valid, and further hird party, in, challenging or opposing, on any group greement, or the validity or enforceability of such respectively. The patent counsel presenting this Agreement does have the right to seek independent counsel of his reen the parties shall act as an amendment, more and only an amendment, modification or waiver which the second action of the parties shall be effective.	agrees not to take any action, or to assist or unds whatsoever, ASSIGNEE'S rights granted lights. ASSIGNOR further acknowledges that is not represent ASSIGNOR personally, and is or her choosing. No course of conduct or odification or waiver of any provision of this lich is contained in a written agreement signed
Inventors	and the second s	
	Matthew Elkerj:	Date:
A	shley Einspahr:	Date:
E	Breanna Bunge:	Date: 5/30/2018
	Chris Hammett:	Date:
	Erika Crawford:	Date:
	Mitchell Beard:	Date:
Rya	an Belermeister:	Date:
	Seelig Sinton:	Date:

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Docket No.:	836A	Application Data Sheet filed previously	y or concurrently	Page 4 of 5
Fitle:	AUTOMATE	O ASSISTANCE FOR GENERATING SEARCH RESULTS FOR AN ENTITY		-
nventor(s):	Erika Crawfo	nerj, Ashley Einspahr, Breanna Bur ord, Mitchell Beard, Ryan Beiermeis William Ayers		
App. No.:	15/584,423			
Filing Date:	May 2, 2017			
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1	Mitchell Beard:		Date:	uussaanaan meen massa sahaagaa ka kalaagaa ka kalaagaa maa maa ayaa ayaa ayaa ka
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Docket No.:	836A	Page 4 of	
Title:	AUTOMATED ASSISTANCE FOR GENERATING RELEVANT AND VALUABLE SEARCH RESULTS FOR AN ENTITY OF INTEREST Matthew Elkherj, Ashley Einspahr, Breanna Bunge, Chris Hammett, Erika Crawford Tom, Mitchell Beard, Ryan Beiermeister, Seelig Sinton, Sharon Hao, William Ayers		
Inventor(s):			
App. No.:	15/584,423		
Filing Date:	May 2, 2017		
D. are patentabl request any tunder this ASSIGNEE'S ASSIGNOR dealing betw	ny legal action becomes necessary to enforce or interpretaty shall be entitled, in addition to its court costs, to such and legal expenses as shall be fixed by a court of compete. ASSIGNOR acknowledges that, to the best of his or halle and the Patent Properties are valid, and further agrees rethird party, in, challenging or opposing, on any grounds what greement, or the validity or enforceability of such rights. As a patent counsel presenting this Agreement does not replace the right to seek independent counsel of his or her of the parties shall act as an amendment, modification and only an amendment, modification or waiver which is considered and ASSIGNOR shall be effective.	a reasonable attorneys' fees, expert int jurisdiction. er knowledge, the Patent Properties not to take any action, or to assist or tsoever, ASSIGNEE'S rights granted SSIGNOR further acknowledges that present ASSIGNOR personally, and choosing. No course of conduct or or waiver of any provision of this	
Inventors			
	Matthew Elkerj:	Date:	
م	Ashley Einspahr:	Date:	
İ	Breanna Bunge:	Date:	
	Chris Hammett:	Date:	
Erika	a Crawford Torn: College Com	Date: 4/18/18	
	Mitchell Beard:	Date:	
Ry	an Beiermeister:	Date:	
	Seelig Sinton:	Date:	

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Docket No.:	836A			Page 4 of 5
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Inventor(s):		ey Einspahr, Breanna Bunge, C ell Beard, Ryan Beiermeister, So yers		
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PATENT REEL: 046121 FRAME: 0042

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Title:	AUTOMATED ASSISTANCE FOR GENERATING RELEVANT AND VALUABLE SEARCH RESULTS FOR AN ENTITY OF INTEREST				
Inventor(s):					
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Filing Date:	May 2, 2017				
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COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e)) Application Data Sheet filed previously or concurrently					
Docket No.:	836A	Page 5 of 5			
Title:	AUTOMATED ASSISTANCE FOR GENERATING RELEVANT AND VALUABLE SEARCH RESULTS FOR AN ENTITY OF INTEREST				
Inventor(s):	Matthew Elkherj, Ashley Einspahr, Breanna Bunge, Chris Hammett, Erika Crawford, Mitchell Beard, Ryan Beiermeister, Seelig Sinton, Sharon Hao, William Ayers				
App. No.:	15/584,423				
Filing Date:	May 2, 2017				
	Sharon Hao:	Date:			
	William Ayers:	Date:			
Palantir Technologies Inc. Signature: Matt. S. Date: 15 June 2018					
	Printed Name: Matt Long	Title: Legal Counsel			

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and a second	Sharon Hao:	Date:			
	William Ayers: Million & Cyn	Date: 5/29/2018			
Palantir Tech					
	Signature: Matt Son	Date: 15 June 2018			
	Printed Name: Matt Long	Title: Legal Counsel			

RECORDED: 06/18/2018