

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5410800

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
IAN MUIR	03/05/2019
GREG DEARMENT	02/13/2019
MARK ELLIOT	02/18/2019
MICHAEL NAZARIO	02/14/2019
WILLIAM HICKMAN	02/13/2019
LEE AVITAL	02/20/2019
PUNYASHLOKA BISWAL	02/13/2019
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:	16269133
Application Number:	62680400
CORRESPONDENCE DATA	
Fax Number:	(650)815-2601
<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:	6508152600
Email:	abaker@sheppardmullin.com, svipdocketing@sheppardmullin.com
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
ATTORNEY DOCKET NUMBER:	53HV-275101-US
NAME OF SUBMITTER:	ALEX Y. NIE

PATENT

SIGNATURE:	/Alex Y. Nie/
DATE SIGNED:	03/07/2019
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 8 source=ExecutedDeclarations#page1.tif source=ExecutedDeclarations#page2.tif source=ExecutedDeclarations#page3.tif source=ExecutedDeclarations#page4.tif source=ExecutedDeclarations#page5.tif source=ExecutedDeclarations#page6.tif source=ExecutedDeclarations#page7.tif source=ExecutedDeclarations#page8.tif	

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

Docket No.: 1101A

Page 1 of 4

Title: **CONSTRAINT-BASED UPGRADE AND DEPLOYMENT**Inventor(s): **Ian Mair, Greg DeArment, Lee Avital, Mark Elliot, Michael Nazario, Punyashloka Biswal, William Hickman**App. No.: **16/269,133**Filing Date: **February 6, 2019*****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 Ian Mair, residing in New York, NY; and, Greg DeArment, residing in Seattle, WA; and, Lee Avital, residing in New York, NY; and, Mark Elliot, residing in London, United Kingdom; and, Michael Nazario, residing in New York, NY; and, Punyashloka Biswal, residing in Norwalk, CT; and, William Hickman, residing in Brooklyn, 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 Sheppard Mullin Richter & Hampton LLP, Customer Number 143846, 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.: 1101A

Page 2 of 4

Title: **CONSTRAINT-BASED UPGRADE AND DEPLOYMENT**Inventor(s): **Ian Mair, Greg DeArment, Lee Avital, Mark Elliot, Michael Nazario,
Punyashloka Biswal, William Hickman**App. No.: **16/269,133**Filing Date: **February 6, 2019**

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). 62/680,400, filed June 4, 2018 (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.: 1101A

Page 3 of 4

Title: **CONSTRAINT-BASED UPGRADE AND DEPLOYMENT**Inventor(s): **Ian Mair, Greg DeArment, Lee Avital, Mark Elliot, Michael Nazario, Punyashloka Biswal, William Hickman**App. No.: **16/269,133**Filing Date: **February 6, 2019**

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.

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

SMRH:489435137.1

-3-

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

Docket No.: 1101A

Page 4 of 4

Title: **CONSTRAINT-BASED UPGRADE AND DEPLOYMENT**Inventor(s): **Ian Mair, Greg DeArment, Lee Avital, Mark Elliot, Michael Nazario,
Punyashloka Biswal, William Hickman**App. No.: **16/269,133**Filing Date: **February 6, 2019**

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

Ian Mair: Ian Mair Date: 3/5/2019Greg DeArment: Greg DeArment Date: 2/13/2019

Lee Avital: _____ Date: _____

Mark Elliot: Mark Elliot Date: 2/18/2019Michael Nazario: Michael Nazario Date: 2/14/2019

Punyashloka Biswal: _____ Date: _____

William Hickman: William Hickman Date: 2/13/2019

Palantir Technologies Inc.

Signature: Matt Long Date: 3/7/2019Printed Name: Matt Long Title: Legal Counsel

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

Docket No.: 1101A

Page 1 of 4

Title: **CONSTRAINT-BASED UPGRADE AND DEPLOYMENT**Inventor(s): **Ian Mair, Greg DeArment, Lee Avital, Mark Elliot, Michael Nazario, Punyashloka Biswal, William Hickman**App. No.: **16/269,133**Filing Date: **February 6, 2019*****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 Ian Mair, residing in New York, NY; and, Greg DeArment, residing in Seattle, WA; and, Lee Avital, residing in New York, NY; and, Mark Elliot, residing in London, United Kingdom; and, Michael Nazario, residing in New York, NY; and, Punyashloka Biswal, residing in Norwalk, CT; and, William Hickman, residing in Brooklyn, 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 Sheppard Mullin Richter & Hampton LLP, Customer Number 143846, 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.: 1101A

Page 2 of 4

Title: **CONSTRAINT-BASED UPGRADE AND DEPLOYMENT**Inventor(s): **Ian Mair, Greg DeArment, Lee Avital, Mark Elliot, Michael Nazario,
Punyashloka Biswal, William Hickman**App. No.: **16/269,133**Filing Date: **February 6, 2019**

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). 62/680,400, filed June 4, 2018 (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.: 1101A

Page 3 of 4

Title: **CONSTRAINT-BASED UPGRADE AND DEPLOYMENT**Inventor(s): **Ian Mair, Greg DeArment, Lee Avital, Mark Elliot, Michael Nazario, Punyashloka Biswal, William Hickman**App. No.: **16/269,133**Filing Date: **February 6, 2019**

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.

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

SMRH:489435137.1

-3-

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

Docket No.: 1101A

Page 4 of 4

Title: **CONSTRAINT-BASED UPGRADE AND DEPLOYMENT**Inventor(s): **Ian Mair, Greg DeArment, Lee Avital, Mark Elliot, Michael Nazario, Punyashloka Biswal, William Hickman**App. No.: **16/269,133**Filing Date: **February 6, 2019**

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

Ian Mair: _____ Date: _____

Greg DeArment: _____ Date: _____

Lee Avital: Lee Avital Date: 2/20/2019

Mark Elliot: _____ Date: _____

Michael Nazario: _____ Date: _____

Punyashloka Biswal: Punyashloka Biswal Date: 2/13/2019

William Hickman: _____ Date: _____

Palantir Technologies Inc.

Signature: Matt Long Date: 3/7/2019Printed Name: Matt Long Title: Legal Counsel

SMRH:489435137.1

-4-