505508084 06/04/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5554888

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
MARK ELLIOT	01/10/2017
JASON ZHAO	05/10/2017
BRIAN SCHIMPF	01/10/2017
JACOB MEACHAM	07/21/2017
MARCO GELMI	08/20/2017
BENJAMIN DUFFIELD	01/10/2017
SAVINO SGUERA	01/16/2017
JAMES BAKER	07/13/2017
NEIL RICKARDS	01/12/2017
JAVIER CAMPANINI	01/13/2017
QINFENG CHEN	01/11/2017
DEREK CICERONE	07/21/2017
NATHAN ZIEBART	05/11/2017

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16431169

CORRESPONDENCE DATA

Fax Number: (612)339-3061

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: 6123736900

Email: request@slwip.com

Correspondent Name: SLW / PALANTIR TECHNOLOGIES

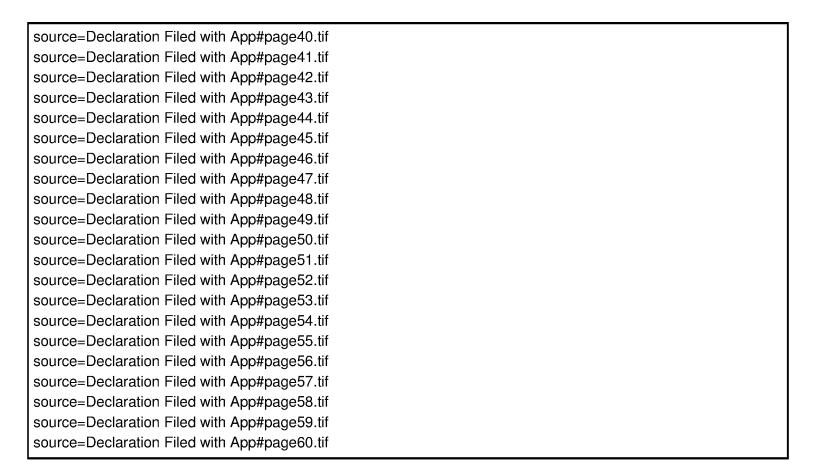
Address Line 1: P.O. BOX 2938

PATENT

505508084 REEL: 049369 FRAME: 0079

Address Line 4:	MINNEAPOLIS, MINNESOTA 55402					
ATTORNEY DOCKET NUMBER:	4296.018US3					
NAME OF SUBMITTER:	FARAH O'SULLIVAN					
SIGNATURE:	/Farah O'Sullivan/					
DATE SIGNED:	06/04/2019					
	This document serves as an Oath/Declaration (37 CFR 1.63).					

Total Attachments: 60 source=Declaration Filed with App#page1.tif source=Declaration Filed with App#page2.tif source=Declaration Filed with App#page3.tif source=Declaration Filed with App#page4.tif source=Declaration Filed with App#page5.tif source=Declaration Filed with App#page6.tif source=Declaration Filed with App#page7.tif source=Declaration Filed with App#page8.tif source=Declaration Filed with App#page9.tif source=Declaration Filed with App#page10.tif source=Declaration Filed with App#page11.tif source=Declaration Filed with App#page12.tif source=Declaration Filed with App#page13.tif source=Declaration Filed with App#page14.tif source=Declaration Filed with App#page15.tif source=Declaration Filed with App#page16.tif source=Declaration Filed with App#page17.tif source=Declaration Filed with App#page18.tif source=Declaration Filed with App#page19.tif source=Declaration Filed with App#page20.tif source=Declaration Filed with App#page21.tif source=Declaration Filed with App#page22.tif source=Declaration Filed with App#page23.tif source=Declaration Filed with App#page24.tif source=Declaration Filed with App#page25.tif source=Declaration Filed with App#page26.tif source=Declaration Filed with App#page27.tif source=Declaration Filed with App#page28.tif source=Declaration Filed with App#page29.tif source=Declaration Filed with App#page30.tif source=Declaration Filed with App#page31.tif source=Declaration Filed with App#page32.tif source=Declaration Filed with App#page33.tif source=Declaration Filed with App#page34.tif source=Declaration Filed with App#page35.tif source=Declaration Filed with App#page36.tif source=Declaration Filed with App#page37.tif source=Declaration Filed with App#page38.tif source=Declaration Filed with App#page39.tif



Application Data Sheet filed previously or concurrently

Docket No.:

517A

Page 1 of 5

Title:

NETWORK-BASED PERMISSIONING SYSTEM

Inventor(s):

Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi, Benjamin Duffield, Savino Sguera, Timothy Wilson, James Baker, Neil Rickards, Javier Campanini, Qinfeng Chen, and Derek Cicerone

App. No.:

15/204,866

Filing Date:

July 7, 2016

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 Mark Elliot, residing in New York City, NY; and, Jason Zhao, residing in Menlo Park, CA; and, Brian Schimpf, residing in Vienna, VA; and, Jacob Meacham, residing in Sunnyvale, CA; and, Marco Gelmi, residing in London, United Kingdom; and, Benjamin Duffield, residing in London, United Kingdom; and, Savino Sguera, residing in London, United Kingdom; and, Timothy Wilson, residing in Palo Alto, CA; and, James Baker, residing in Cambridge, United Kingdom; and, Neil Rickards, residing in London, United Kingdom; and, Javier Campanini, residing in New York City, NY; and, Qinfeng Chen, residing in Queens Village, NY; and, Derek Cicerone, residing in New York City, 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 Schwegman Lundberg & Woessner, Customer Number 132145, to insert into the header the filing date and application number of said Application when known.

Application Data Sheet filed previously or concurrently

Docket No.: 517A

Title:

NETWORK-BASED PERMISSIONING SYSTEM

inventor(s):

Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Geimi, Benjamin Duffield, Savino Sguera, Timothy Wilson, James Baker, Neil Rickards, Javier Campanini, Qinfeng Chen, and Derek Cicerone

App. No.:

15/204.866

Filing Date:

July 7, 2016

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, segal 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), 62/272,003, filed December 28, 2015 (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

PATENT REEL: 049369 FRAME: 0083

Page 2 of 5

Application Data Sheet filed previously or concurrently

Docket No.:

517A

Page 3 of 5

Title:

NETWORK-BASED PERMISSIONING SYSTEM

Inventor(s):

Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi, Benjamin Duffield, Savino Sguera, Timothy Wilson, James Baker, Neil Rickards, Javier Campanini, Qinfeng Chen, and Derek Cicerone

App. No.:

15/204,866

Filing Date:

July 7, 2016

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 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

		D DECLARA Application Dat					
Docket No.:	517A						Page 4 of
Title:	NETWORK-B	ASED PERMIS	SSIONIN	IG SYST	EM		
Inventor(s):	Benjamin Duf	ison Zhao, Bris field, Savino S ier Campanini,	guera, T	imothy V	/ilson, Jam	es Baker,	
App. No.:	15/204,866						
Filing Date:	July 7, 2016						
witness fees a D are patentable request any trunder this Ag ASSIGNEE'S ASSIGNOR is	ASSIGNOR : ASSIGNOR : and the Patent nird party, in, cha reement, or the patent counsel has the right to	es as shall be acknowledges to Properties are allenging or opposalidity or enform presenting this seek independ	fixed by that, to to valid, a cosing, or rceability s Agree ent cour	a court of the best of and further any gro of such ment doe asel of hi	f his or he agrees no unds whats ights. ASI is not represented to the contract of the contract	t jurisdiction r knowled to take a toever, AS SIGNOR f esent AS noosing.	e attorneys' fees, expert on. ge, the Patent Properties any action, or to assist or iSIGNEE'S rights granted urther acknowledges that SIGNOR personally, and No course of conduct or of any provision of this
Agreement, a	nd only an amer GNEE and ASSI	idment, modific	ation or	waiver wh		ained in a	written agreement signed
		cocococi de cococi de co	300000000000000000000000000000000000000		ssasonenenenenene		
	Jason Zhao:		,			Date: _	
	Brian Schimpf	14				Date: _	10- JAN-2017
Ja	cob Meacham:			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		Date:	
	Marco Gelmi;					Date:	
Ber	njamin Duffield:					Date:	

Savino Sguera:

Timothy Wilson:

James Baker:

PATENT REEL: 049369 FRAME: 0085

Date:

Date:

Date:

				SNMENT (37 CFR ously or concurrently	I.63(e))
Docket No.:	517A				Page 5 of 5
Title:	NETWORK-BASED	PERMISSI	ONING SYSTE	M	
Inventor(s)		Savino Sgue	ra, Timothy Wil	Meacham, Marco Gelm son, James Baker, Neil d Derek Cicerone	
App. No.:	15/204,866				
Filing Date:	July 7, 2016				
Jav	Neil Rickards: er Campanini:				
	Qinfeng Chen:			Date:	
D	erek Cicerone:			Date:	
Palantir Techr	ologies Inc.	74 .			
	Signature:	Catt	S and	Date: 22 /	August 2017

Printed Name: Matt Long

Title: Legal Counsel

Application Data Sheet filed previously or concurrently

Docket No .: 517A Page 1 of 5

Title: NETWORK-BASED PERMISSIONING SYSTEM

Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi,

Benjamin Duffield, Savino Squera, James Baker, Neil Rickards, Javier

Campanini, Qinfeng Chen, Derek Cicerone, and Nathan Ziebart

App. No.: 15/204,866

Filing Date: July 7, 2016

Declaration

This Declaration is directed to the application identified above that:

П 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 Mark Elliot, residing in New York City, NY; and, Jason Zhao, residing in Menlo Park, CA; and, Brian Schimpf, residing in Vienna, VA; and, Jacob Meacham, residing in Sunnyvale, CA; and, Marco Gelmi, residing in London, United Kingdom; and, Benjamin Duffield, residing in London, United Kingdom; and, Savino Squera, residing in London, United Kingdom; and, James Baker, residing in Cambridge, United Kingdom; and, Neil Rickards, residing in London, United Kingdom; and, Javier Campanini, residing in New York City, NY; and, Qinfeng Chen, residing in Queens Village, NY; and, Derek Cicerone, residing in New York City, NY; and, Nathan Ziebart, residing in East Palo Alto, CA (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 Schwegman Lundberg & Woessner, Customer Number 132145, to insert into the header the filing date and application number of said Application when known.

Application Data Sheet filed previously or concurrently

Docket No.: 517A Page 2 of 5

Title: NETWORK-BASED PERMISSIONING SYSTEM

Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi,

Benjamin Duffield, Savino Sguera, James Baker, Neil Rickards, Javier

Campanini, Qinfeng Chen, Derek Cicerone, and Nathan Ziebart

App. No.: 15/204,866

Filing Date: July 7, 2016

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). **62/272,003**, filed **December 28, 2015** (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

Application Data Sheet filed previously or concurrently

Docket No.: 517A Page 3 of 5

Title: NETWORK-BASED PERMISSIONING SYSTEM

Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi,

Benjamin Duffield, Savino Sguera, James Baker, Neil Rickards, Javier

Campanini, Qinfeng Chen, Derek Cicerone, and Nathan Ziebart

App. No.: 15/204,866

Filing Date: July 7, 2016

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 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

Docket No. 817A Page 4 of 6 100 Mark Class Court Class Brief Schmidt Law & Mary and Mary Court Inventor(s) Benjamin Dullen, Saure Spiere Terotry Viller, James Saver See App No. 16/2/24/868 Films Date: 3000 DEVENOUS COSTS STOLEN STOLEN OF MATERIAL SECTION SECTIONS OF A COST PROPERTY OF THE SAME AND A ASSISE A STOREGES TO THE DESIGN OF THE APPROXIMATE THE PROPERTY. are parentaine and the Parent Proporties are valid and futber agrees not be away and an arrange agree of requestion of the party in Challer and an appearing on any grounds what cover ACCAREE in group and under this Agreement, or the validity or enforceability of such rights. ACSIGNOR further acknowledges that ASSIMEE'S patent counsel presenting this Agreement does not represent ASSIMER personals, and ASSISTANCES for 1911 to seek margement counsel of the or the change. We could in contact the contributes the parties shall act as an amendment machadom in which of any primary of the Agreement and the an arrestment incontrator or waver which is contained in a written agreement agree by both ACS CALL and ACS CALLA chall be effective inventors Mark Ello Cate C C Cate Brian Schmidt Jacob Meschart Cate MarcoGen Date Benamin Cuffeit Current Seuro Squere Tenatry Wilson Date:

Care

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

Docket No.:	517A			Page 5 of 5			
Title:	NETWORK-BASED PERMISSIONING SYSTEM						
Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi, Benjamin Duffield, Savino Sguera, James Baker, Neil Rickards, Javier Campanini, Qinfeng Chen, Derek Cicerone, and Nathan Ziebart							
App. No.:	15/204,866						
Filing Date:	July 7, 2016						
	Neil Rickards:		Date:				
Jav	rier Campanini:		Date:				
	Qinfeng Chen:		Date:				
D	erek Cicerone:		Date:				
Palantir Tech	nologies Inc. Signature:		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	22 August 2017			
	Printed Name:	Matt Long		egal Counsel			

Application Data Sheet filed previously or concurrently

Docket No.: 517A Page 1 of 5

Title: NETWORK-BASED PERMISSIONING SYSTEM

Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi,

Benjamin Duffield, Savino Sguera, James Baker, Neil Rickards, Javier

Campanini, Qinfeng Chen, Derek Cicerone, and Nathan Ziebart

App. No.: 15/204,866

Filing Date: July 7, 2016

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 Mark Elliot, residing in New York City, NY; and, Jason Zhao, residing in Menlo Park, CA; and, Brian Schimpf, residing in Vienna, VA; and, Jacob Meacham, residing in Sunnyvale, CA; and, Marco Gelmi, residing in London, United Kingdom; and, Benjamin Duffield, residing in London, United Kingdom; and, Savino Sguera, residing in London, United Kingdom; and, James Baker, residing in Cambridge, United Kingdom; and, Neil Rickards, residing in London, United Kingdom; and, Javier Campanini, residing in New York City, NY; and, Qinfeng Chen, residing in Queens Village, NY; and, Derek Cicerone, residing in New York City, NY; and, Nathan Ziebart, residing in East Palo Alto, CA (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 Schwegman Lundberg & Woessner, Customer Number 132145, to insert into the header the filing date and application number of said Application when known.

Application Data Sheet filed previously or concurrently

Docket No.: 517A Page 2 of 5

Title: NETWORK-BASED PERMISSIONING SYSTEM

Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi,

Benjamin Duffield, Savino Sguera, James Baker, Neil Rickards, Javier

Campanini, Qinfeng Chen, Derek Cicerone, and Nathan Ziebart

App. No.: 15/204,866

Filing Date: July 7, 2016

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). 62/272,003, filed December 28, 2015 (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

Application Data Sheet filed previously or concurrently

Docket No.: 517A Page 3 of 5

Title: NETWORK-BASED PERMISSIONING SYSTEM

Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi,

Benjamin Duffield, Savino Sguera, James Baker, Neil Rickards, Javier

Campanini, Qinfeng Chen, Derek Cicerone, and Nathan Ziebart

App. No.: 15/204,866

Filing Date: July 7, 2016

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 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

	COMBINED DECLARA	ATION & ASSIGNN I Sheet fled previously	ENT (37 CFR 1.63)	e))		
Docket No.:	517A	A WASHINGTON STORY	en montematical	Page 4		
Fitte:	NETWORK-BASED PERMISSIONING SYSTEM					
Averdor(s)	Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi, Benjamin Duffield, Savino Squera, Timothy Wilton, James Baker, Neij Rickards, Javier Campanni, Qilifeng Chen, and Derek Cicerone					
∖pp.No.:	15/204,866					
Tiling Date	Mrg Date: Asy 7, 2016					
epect any ar mater this Agr ISSIGNEE'S ISSIGNOR In lealing betwe Igreement ar	ASSIGNOR acknowledges to and the Patent Properties are indicated, in challenging or opposement, or the validity or entire patent coursel presenting this is the right to seek independent the parties shall act as and only an amendment, modifical NEE and ASSIGNOR shall be a	and further option of any grounds w each of such rights Appearant does not re of his or he are such such richtical	s not to take any action, hatsoever, ASSIGNEE'S ASSIGNOR further ackr represent ASSIGNOR p if choosing. No course	or to assist or rights granted lowledges that ersonally, and of conduct or		
ventors						
	Mark Ellicit:		Date:			
	Jason Zhao:		Date			
E	frian Schimpf:	··· /	Date:			
Jac	ob Meacham:	<u> </u>	. Date <u>7/2/</u>	1/2017		
	Marco Gelmi:		. Date	***************************************		
Benj	amin Duffield:		Date			
Si	avino Squera:		Date:			
Tir	riothy Wilson:		Date			

James Baker:

PATENT REEL: 049369 FRAME: 0095

Date: __

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

Docket No.:	51/A			Page 5 of 5		
Title: NETWORK-BASED PERMISSIONING SYSTEM						
Inventor(s):	nventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi, Benjamin Duffield, Savino Sguera, James Baker, Neil Rickards, Javier Campanini, Qinfeng Chen, Derek Cicerone, and Nathan Ziebart					
App. No.: 15/204,866						
Filing Date:	July 7, 2016					
	Neil Rickards:		Date:			
Jav	ier Campanini: _		Date:			
1	Qinfeng Chen: _		Date:			
De	erek Cicerone:		Date:			
Palantir Techr	nologies Inc.					
	Signature:	410al 2 m	Date: 22 August	2017		
	Printed Name:	Matt Long	: Title: Legal Cou	ınsel		

	COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e) Application Data Sheet filed previously or concurrently	
Docket No.:	517A	Page 1 of
Title:	NETWORK-BASED PERMISSIONING SYSTEM	
Inventor(s):	Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi, Benjamin Duffield, Savino Sguera, Timothy Wilson, James Baker, Neil Rickards, Javier Campanini, Qinfeng Chen, and Derek Cicerone	
App. No.:	15/204,866	
Filing Date:	July 7, 2016	

Declara

		the application identified	

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 Mark Elliot, residing in New York City, NY; and, Jason Zhao, residing in Menlo Park, CA; and, Brian Schimpf, residing in Vienna, VA; and, Jacob Meacham, residing in Sunnyvale, CA; and, Marco Gelmi, residing in London, United Kingdom; and Benjamin Duffield, residing in London, United Kingdom; and, Savino Squera, residing in London, United Kingdom; and, Timothy Wilson, residing in Palo Alto, CA; and, James Baker, residing in Cambridge. United Kingdom; and, Neil Rickards, residing in London, United Kingdom; and, Javier Campanini, residing in New York City, NY; and, Qinfeng Chen, residing in Queens Village, NY; and, Derek Cicerone, residing in New York City, 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 Schwegman Lundberg & Woessner, Customer Number 132145, to insert into the header the filing date and application number of said Application when known.

Application Data Sheet filed previously or concurrently

Docket No.:

517A

Page 2 of 5

Title:

NETWORK-BASED PERMISSIONING SYSTEM

Inventor(s):

Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi, Benjamin Duffield, Savino Sguera, Timothy Wilson, James Baker, Neil Rickards, Javier Campanini, Qinfeng Chen, and Derek Cicerone

App. No.:

15/204.866

Filing Date:

July 7, 2016

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). 62/272,003, filed December 28, 2015 (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

Application Data Sheet filed previously or concurrently

Docket No.:

517A

Page 3 of 5

Title:

NETWORK-BASED PERMISSIONING SYSTEM

Inventor(s):

Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi, Benjamin Duffield, Savino Sguera, Timothy Wilson, James Baker, Neil Rickards, Javier Campanini, Qinfeng Chen, and Derek Cicerone

App. No.:

15/204.866

Filing Date:

July 7, 2016

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 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

······································		D DECLARATION & ASSIG Application Data Sheet filed previous		
Docket No.:	517A			Page 4 of 5
Title:	NETWORK-B	ASED PERMISSIONING SYSTEM	A:	
nventor(s):	Benjamin Duf	ason Zhao, Brian Schimpf, Jacob M field, Savino Sguera, Timothy Wils ier Campanini, Qinfeng Chen, and	son, James Baker, Neil	
App. No.:	15/204,866			
iling Date:	July 7, 2016			
		led, in addition to its court costs, ses as shall be fixed by a court of co	to such reasonable attorneys' fees, ompetent jurisdiction.	expert
equest any thin under this Agre ASSIGNEE'S I ASSIGNOR ha dealing betwee Agreement, and	and the Patent of party, in, cha ement, or the patent counsel as the right to en the parties d only an amer	t Properties are valid, and further a allenging or opposing, on any groun validity or enforceability of such rig presenting this Agreement does seek independent counsel of his shall act as an amendment, mod	his or her knowledge, the Patent Pro- agrees not to take any action, or to a ads whatsoever, ASSIGNEE'S rights this. ASSIGNOR further acknowledge not represent ASSIGNOR personal or her choosing. No course of con- diffication or waiver of any provision this contained in a written agreement	assist or granted ges that illy, and aduct or of this
nventors	k den e e menge men mel estemo y mil (d'unita) migrafi			ay di Kalabin ya Arabaya Kilada.
	Mark Elliot:	· · · · · · · · · · · · · · · · · · ·	Date:	
	Jason Zhao:	<u> </u>	Date:	
Έ	Brian Schimpf:		Date:	
	ob Meacham:		Date:	
	Marco Gelmi:	Mo Gli	Date: 20 /08 /	2017
Benj	amin Duffield:		Date:	***************************************
s	avino Sguera:		Date:	eediedi.e
Tii	mothy Wilson:		Date:	
	James Baker:		Date:	

	COMBINED DECLARATION & ASSIGNME Application Data Sheet filed previously or	NT (37 CFR 1.63(e))	
Docket No.:	517A	Page 5 of	
Title:	NETWORK-BASED PERMISSIONING SYSTEM	_	
Inventor(s):	s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi, Benjamin Duffield, Savino Sguera, Timothy Wilson, James Baker, Neil Rickards, Javier Campanini, Qinfeng Chen, and Derek Cicerone		
App. No.:	15/204,866		
Filing Date:	July 7, 2016		
Jav	Neil Rickards:	Date:	
	Qinfeng Chen:	Date:	
D	erek Cicerone:	Date:	
Palantir Techi	nologies Inc. Signature: 4/44 &	Date: 22 August 2017	
	Printed Name: Matt Long	Title: Legal Counsel	

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e)) Application Data Sheet filed previously or concurrently	
517A	Page 1 of 5

Title: NETWORK-BASED PERMISSIONING SYSTEM

Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi,

Benjamin Duffield, Savino Sguera, Timothy Wilson, James Baker, Neil

Rickards, Javier Campanini, Qinfeng Chen, and Derek Cicerone

App. No.: 15/204,866

Filing Date: July 7, 2016

Declaration

Docket No.:

This Declaration is directed to the application identified above that:

is being filed concurrently herewith.

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 Mark Elliot, residing in New York City, NY; and, Jason Zhao, residing in Menlo Park, CA; and, Brian Schimpf, residing in Vienna, VA; and, Jacob Meacham, residing in Sunnyvale, CA; and, Marco Gelmi, residing in London, United Kingdom; and, Benjamin Duffield, residing in London, United Kingdom; and, Savino Sguera, residing in London, United Kingdom; and, Timothy Wilson, residing in Palo Alto, CA; and, James Baker, residing in Cambridge, United Kingdom; and, Neil Rickards, residing in London, United Kingdom; and, Javier Campanini, residing in New York City, NY; and, Qinfeng Chen, residing in Queens Village, NY; and, Derek Cicerone, residing in New York City, 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 Schwegman Lundberg & Woessner, Customer Number 132145, to insert into the header the filing date and application number of said Application when known.

Application Data Sheet filed previously or concurrently

Docket No.:

517A

Page 2 of 5

Title:

NETWORK-BASED PERMISSIONING SYSTEM

Inventor(s):

Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi, Benjamin Duffield, Savino Sguera, Timothy Wilson, James Baker, Neil Rickards, Javier Campanini, Qinfeng Chen, and Derek Cicerone

App. No.:

15/204,866

Filing Date:

July 7, 2016

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), 62/272,003, filed December 28, 2015 (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

Application Data Sheet filed previously or concurrently

Docket No.3 517A Page 3 of 5

Title: NETWORK-BASED PERMISSIONING SYSTEM

Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi,

Benjamin Duffield, Savino Sguera, Timothy Wilson, James Baker, Neil

Rickards, Javier Campanini, Qinfeng Chen, and Derek Cicerone

App. No.: 15/204,866

Filing Date: July 7, 2016

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 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

		D DECLARATION & AS	SSIGNMENT (37 CFR 1.63(e)) reviously or concurrently	
Docket No.:	517A		Pag	e 4 of £
Title:	NETWORK-B	ASED PERMISSIONING SY	STEM	
inventor(s)	Benjamin Duff	ison Zhao, Brian Schimpf, Ja field, Savino Sguera, Timothy ier Campanini, Qinfeng Chen		
App. No.:	15/204,866			
Filing Date:	July 7, 2016			i
		led, in addition to its court co les as shall be fixed by a cour	osts, to such reasonable attorneys' fees, expit of competent jurisdiction.	ert
request any th under this Agr ASSIGNEE'S ASSIGNOR h dealing betwe Agreement, ar	and the Patent ird party, in, cha eement, or the patent counsel as the right to en the parties id only an amen	Properties are valid, and furt illenging or opposing, on any g validity or enforceability of suc presenting this Agreement of seek independent counsel of shall act as an amendment,	st of his or her knowledge, the Patent Properticitier agrees not to take any action, or to assist grounds whatsoever, ASSIGNEE'S rights grant on rights. ASSIGNOR further acknowledges the does not represent ASSIGNOR personally, a finition her choosing. No course of conduct modification or waiver of any provision of the which is contained in a written agreement sign	or ed nat nd or nis
Inventors	***************************************			der trac
	Mark Elliot:		Date:	
	Jason Zhao:		Date:	
į	Brian Schimpf:		Date;	
Jac	cob Meacham:		Date:	
	Marco Gelmi:		Date:	
Sen	jamin Duffield:	That we	Date: 10 54N 2017	Ł
S	iavino Sguera:		Date:	********
Ti	mothy Wilson:		Date:	
	James Baker:		Date:	

		D DECLARATION 8 Spplication Data Sheet file				
Docket No.:	517A NETWORK-BASED PERMISSIONING SYSTEM Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi, Benjamin Duffield, Savino Sguera, Timothy Wilson, James Baker, Neil Rickards, Javier Campanini, Qinfeng Chen, and Derek Cicerone				Page 5 of 5	
Title:					-	
Inventor(s);				laker, Neil		
App. No.:	15/204,866					
Filing Date:	July 7, 2016					
	Neil Rickards:		D	ate:		
Jav	vier Campanini:			ate:		
	Qinfeng Chen:	·····	O.	ate:		
L	Derek Cicerone:		O	ate:		
Palantir Tech	•	<i>0114</i> 4			4.7	
	Signature:		ras 0	ate: 22 August 20		
	Printed Name:	Matt Long	Ţ	itle: Legal Counse	el .	

PATENT REEL: 049369 FRAME: 0106

Title: Legal Counsel

Application Data Sheet filed previously or concurrently

Docket No .: 517A Page 1 of 5

Title: NETWORK-BASED PERMISSIONING SYSTEM

Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi,

Benjamin Duffield, Savino Squera, James Baker, Neil Rickards, Javier

Campanini, Qinfeng Chen, Derek Cicerone, and Nathan Ziebart

App. No.: 15/204,866

Filing Date: July 7, 2016

Declaration

This Declaration is directed to the application identified above that:

П 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 Mark Elliot, residing in New York City, NY; and, Jason Zhao, residing in Menlo Park, CA; and, Brian Schimpf, residing in Vienna, VA; and, Jacob Meacham, residing in Sunnyvale, CA; and, Marco Gelmi, residing in London, United Kingdom; and, Benjamin Duffield, residing in London, United Kingdom; and, Savino Squera, residing in London, United Kingdom; and, James Baker, residing in Cambridge, United Kingdom; and, Neil Rickards, residing in London, United Kingdom; and, Javier Campanini, residing in New York City, NY; and, Qinfeng Chen, residing in Queens Village, NY; and, Derek Cicerone, residing in New York City, NY; and, Nathan Ziebart, residing in East Palo Alto, CA (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 Schwegman Lundberg & Woessner, Customer Number 132145, to insert into the header the filing date and application number of said Application when known.

Application Data Sheet filed previously or concurrently

Docket No.: 517A Page 2 of 5

Title: NETWORK-BASED PERMISSIONING SYSTEM

Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi,

Benjamin Duffield, Savino Sguera, James Baker, Neil Rickards, Javier

Campanini, Qinfeng Chen, Derek Cicerone, and Nathan Ziebart

App. No.: 15/204,866

Filing Date: July 7, 2016

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). **62/272,003**, filed **December 28, 2015** (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

Application Data Sheet filed previously or concurrently

Docket No.: 517A Page 3 of 5

Title: NETWORK-BASED PERMISSIONING SYSTEM

Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi,

Benjamin Duffield, Savino Sguera, James Baker, Neil Rickards, Javier

Campanini, Qinfeng Chen, Derek Cicerone, and Nathan Ziebart

App. No.: 15/204,866

Filing Date: July 7, 2016

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 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

Docket No :	517A	Page 4 of 5		
Title:	NETWORK-BASED PERMISSIONIN	G SYSTEM		
Inventor(s)	Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi, Benjamin Duffield, Savino Sguera, Timothy Wilson, James Baker, Nell Rickards, Javier Campanini, Qinteng Chen, and Derek Cicerone			
App. No.	15/204,886			
Filing Date:	July 7, 2016			
prevailing par witness fees a	ty shall be entitled, in addition to its o and legal expenses as shall be fixed by	ourt costs, to such reasonable attorneys fees, expert a court of competent jurisdiction		
request any tr under this Ag ASSIGNEE'S ASSIGNOR to dealing betwee Agreement a	e and the Patent Properties are valid, a nird party in, challenging or opposing, or reement, or the validity or enforceability patent counsel presenting this Agreen has the right to seek independent cour- sen the parties shall act as an ameno	the best of his or her knowledge, the Patent Properties and further agrees not to take any action, or to assist or any grounds whatspever, ASSIGNEE'S rights granted of such rights. ASSIGNOR further acknowledges that ment does not represent ASSIGNOR personally, and issel of his or her choosing. No course of conduct or timent, modification or waiver of any provision of this waiver which is contained in a written agreement signed.		
Inventors				
	Mark Eiliot:	Date		
	Jason Zhao:	Date		
	Brian Schimpf:	Date:		
Ja	cob Meacham:	Date:		
	Marco Gelmi:	Date:		
Ber	njamin Duffield:	Date		
	Savino Squera	7 Date 2//16/01/14		
Ŧ	Wilson	Date:		
	Janies Baker	Date		

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

PATENT

REEL: 049369 FRAME: 0110

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

Docket No.:	51/A			Page 5 of 5)
Title:	NETWORK-B	ASED PERMISSIONING SYS	STEM		
Inventor(s):	Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi, Benjamin Duffield, Savino Sguera, James Baker, Neil Rickards, Javier Campanini, Qinfeng Chen, Derek Cicerone, and Nathan Ziebart				
App. No.:	15/204,866				
Filing Date:	July 7, 2016				
	Neil Rickards:				
Javier Campanini: _			Date: _		
(Qinfeng Chen:		Date: _		
De	erek Cicerone:		Date: _		
Palantir Techn	ologies Inc. Signature:	<i>Mat</i> 2	Date:	22 August 2017	
a de la companya de l	Printed Name:	Matt Long	Title: _	Legal Counsel	

Application Data Sheet filed previously or concurrently

Docket No .: 517A Page 1 of 5

Title: NETWORK-BASED PERMISSIONING SYSTEM

Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi,

Benjamin Duffield, Savino Squera, James Baker, Neil Rickards, Javier

Campanini, Qinfeng Chen, Derek Cicerone, and Nathan Ziebart

App. No.: 15/204,866

Filing Date: July 7, 2016

Declaration

This Declaration is directed to the application identified above that:

П 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 Mark Elliot, residing in New York City, NY; and, Jason Zhao, residing in Menlo Park, CA; and, Brian Schimpf, residing in Vienna, VA; and, Jacob Meacham, residing in Sunnyvale, CA; and, Marco Gelmi, residing in London, United Kingdom; and, Benjamin Duffield, residing in London, United Kingdom; and, Savino Squera, residing in London, United Kingdom; and, James Baker, residing in Cambridge, United Kingdom; and, Neil Rickards, residing in London, United Kingdom; and, Javier Campanini, residing in New York City, NY; and, Qinfeng Chen, residing in Queens Village, NY; and, Derek Cicerone, residing in New York City, NY; and, Nathan Ziebart, residing in East Palo Alto, CA (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 Schwegman Lundberg & Woessner, Customer Number 132145, to insert into the header the filing date and application number of said Application when known.

Application Data Sheet filed previously or concurrently

Docket No.: 517A Page 2 of 5

Title: NETWORK-BASED PERMISSIONING SYSTEM

Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi,

Benjamin Duffield, Savino Sguera, James Baker, Neil Rickards, Javier

Campanini, Qinfeng Chen, Derek Cicerone, and Nathan Ziebart

App. No.: 15/204,866

Filing Date: July 7, 2016

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). **62/272,003**, filed **December 28, 2015** (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

Application Data Sheet filed previously or concurrently

Docket No.: 517A Page 3 of 5

Title: NETWORK-BASED PERMISSIONING SYSTEM

Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi,

Benjamin Duffield, Savino Sguera, James Baker, Neil Rickards, Javier

Campanini, Qinfeng Chen, Derek Cicerone, and Nathan Ziebart

App. No.: 15/204,866

Filing Date: July 7, 2016

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 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

	COMBINED DECLARA	TION & ASSIGNMENT		
Docket No.	574			Page 4 of 5
Title	NETWORK BASED PERMIS			
Inventor(s)	Mark Ellio Labor Zhao Bria Benjamin Daffeld Sovins Sa Campanini Girleng Chen Da	uera, James Baker, Neil Rici	cards, Javier	
App. No.	19/204 866			
Filing Date	Asy 7, 2016			
	y enail be entitled in addition of legal expenses as shall be f			expert
		yalid, and bother agrees not sing by any grounds visited eability of such rights. ASSA Agreement does not repre- nt outside of his or her did amendment, modification of tion or weiver which is contain	to take any action or to dever ASSIGNEES rights UNOR further acknowled as a SSIGNOR personal action of the control of the cont	
overstors				
	Mark Elics.		Date	
	Japan Zhan		Otre	
8	onen Schingt		Date	
Jac	ob Mescham		Date	
	Marco Gelm		Date	
Benj	amin Doffield		Date	
\$	avno Squera		Date	
N	shan Zebert		Date	-
	James Byler 2		Des[3/7]	-

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

Docket No.:	517A			Page 5 of 5
Title:	NETWORK-BA	SED PERMISSIONING S	SYSTEM	
Inventor(s):	Benjamin Duffie	on Zhao, Brian Schimpf, eld, Savino Sguera, Jame feng Chen, Derek Cicero	s Baker, Neil Rickards, .	•
App. No.:	15/204,866			
Filing Date:	July 7, 2016			
	Neil Rickards: _		Date:	
Jav	rier Campanini: _		Date:	
	Qinfeng Chen: _		Date:	
D	erek Cicerone:		Date:	
Palantir Tech	Signature:	Mat 2.	0	22 August 2017
	Printed Name:	Matt Long	Title:	Legal Counsel

Application Data Sheet filed previously or concurrently

Docket No.: 517A Page 1 of 5

Title: NETWORK-BASED PERMISSIONING SYSTEM

Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi,

Benjamin Duffield, Savino Sguera, Timothy Wilson, James Baker, Neil

Rickards, Javier Campanini, Qinfeng Chen, and Derek Cicerone

App. No.: 15/204,866

Filing Date: July 7, 2016

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 Mark Elliot, residing in New York City, NY; and, Jason Zhao, residing in Menlo Park, CA; and, Brian Schimpf, residing in Vienna, VA; and, Jacob Meacham, residing in Sunnyvale, CA; and, Marco Gelmi, residing in London, United Kingdom; and, Benjamin Duffield, residing in London, United Kingdom; and, Savino Sguera, residing in London, United Kingdom; and, Timothy Wilson, residing in Palo Alto, CA; and, James Baker, residing in Cambridge, United Kingdom; and, Neil Rickards, residing in London, United Kingdom; and, Javier Campanini, residing in New York City, NY; and, Qinfeng Chen, residing in Queens Village, NY; and, Derek Cicerone, residing in New York City, 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 Schwegman Lundberg & Woessner, Customer Number 132145, to insert into the header the filing date and application number of said Application when known.

Application Data Sheet filed previously or concurrently

Docket No.: 517A Page 2 of 5

Title: NETWORK-BASED PERMISSIONING SYSTEM

Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi,

Benjamin Duffield, Savino Sguera, Timothy Wilson, James Baker, Neil Rickards, Javier Campanini, Qinfeng Chen, and Derek Cicerone

App. No.: 15/204,866

Filing Date: July 7, 2016

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). **62/272,003**, filed **December 28, 2015** (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

Application Data Sheet filed previously or concurrently

Docket No .: 517A Page 3 of 5

Title: **NETWORK-BASED PERMISSIONING SYSTEM**

Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi,

Benjamin Duffield, Savino Sguera, Timothy Wilson, James Baker, Neil

Rickards, Javier Campanini, Qinfeng Chen, and Derek Cicerone

App. No.: 15/204,866

Filing Date: July 7, 2016

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:

- 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.
- 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

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

NETWORK-BASED PERMISSIONING SYSTEM

517A

Docket No.:

Title:

, ,	Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi, Benjamin Duffield, Savino Sguera, Timothy Wilson, James Baker, Neil Rickards, Javier Campanini, Qinfeng Chen, and Derek Cicerone			
App. No.:	15/204,866			
Filing Date:	July 7, 2016			
		led, in addition to its court costs, to such re ses as shall be fixed by a court of competent ju		
are patentable a request any third under this Agree ASSIGNEE'S pa ASSIGNOR has dealing between Agreement, and by both ASSIGN	and the Patent d party, in, cha ement, or the atent counsel is the right to in the parties only an amen IEE and ASSI	acknowledges that, to the best of his or her later properties are valid, and further agrees not allenging or opposing, on any grounds whatsowalidity or enforceability of such rights. ASSIM presenting this Agreement does not represseek independent counsel of his or her choshall act as an amendment, modification or waiver which is contain GNOR shall be effective.	to take any action, or to assist or ever, ASSIGNEE'S rights granted GNOR further acknowledges that sent ASSIGNOR personally, and osing. No course of conduct or waiver of any provision of this ned in a written agreement signed	
nventors				
	Mark Elliot:		Date:	
	Jason Zhao:		Date:	
Br	ian Schimpf:		Date:	
Jaco	b Meacham:		Date:	
N	Marco Gelmi:		Date:	
Benja	min Duffield:		Date:	
Sa	vino Sguera:		Date:	
Tim	othy Wilson:		Date:	
J	ames Baker:		Date:	

PATENT REEL: 049369 FRAME: 0120

Page 4 of 5

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e)) Application Data Sheet filed previously or concurrently Docket No.: 517A Page 5 of 5 **NETWORK-BASED PERMISSIONING SYSTEM** Trile: inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi, Benjamin Duffield, Savino Squera, Timothy Wilson, James Baker, Neil Rickards, Javier Campanini, Qinfeng Chen, and Derek Cicerone 15/204,868 App. No.: Filing Date: July 7, 2016 Date: 2017 - 01 - 12 Neil Rickards: Javier Campanini: Date: Qinfeng Chen: Date: Date: _ Derek Cicerone: Palantir Technologies Inc. Date: 22 August 2017 Signature:

Printed Name: Matt Long

Title: Legal Counsel

Application Data Sheet filed previously or concurrently

Docket No.: 517A Page 1 of 5

Title: NETWORK-BASED PERMISSIONING SYSTEM

Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi,

Benjamin Duffield, Savino Sguera, Timothy Wilson, James Baker, Neil

Rickards, Javier Campanini, Qinfeng Chen, and Derek Cicerone

App. No.: 15/204,866

Filing Date: July 7, 2016

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 Mark Elliot, residing in New York City, NY; and, Jason Zhao, residing in Menlo Park, CA; and, Brian Schimpf, residing in Vienna, VA; and, Jacob Meacham, residing in Sunnyvale, CA; and, Marco Gelmi, residing in London, United Kingdom; and, Benjamin Duffield, residing in London, United Kingdom; and, Savino Sguera, residing in London, United Kingdom; and, Timothy Wilson, residing in Palo Alto, CA; and, James Baker, residing in Cambridge, United Kingdom; and, Neil Rickards, residing in London, United Kingdom; and, Javier Campanini, residing in New York City, NY; and, Qinfeng Chen, residing in Queens Village, NY; and, Derek Cicerone, residing in New York City, 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 Schwegman Lundberg & Woessner, Customer Number 132145, to insert into the header the filing date and application number of said Application when known.

Application Data Sheet filed previously or concurrently

Docket No.: 517A Page 2 of 5

Title: NETWORK-BASED PERMISSIONING SYSTEM

Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi,

Benjamin Duffield, Savino Sguera, Timothy Wilson, James Baker, Neil Rickards, Javier Campanini, Qinfeng Chen, and Derek Cicerone

App. No.: 15/204,866

Filing Date: July 7, 2016

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). **62/272,003**, filed **December 28, 2015** (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

Application Data Sheet filed previously or concurrently

Docket No .: 517A Page 3 of 5

Title: **NETWORK-BASED PERMISSIONING SYSTEM**

Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi,

Benjamin Duffield, Savino Sguera, Timothy Wilson, James Baker, Neil

Rickards, Javier Campanini, Qinfeng Chen, and Derek Cicerone

App. No.: 15/204,866

Filing Date: July 7, 2016

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:

- 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.
- 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

Application Data Sheet filed previously or concurrently

NETWORK-BASED PERMISSIONING SYSTEM

Docket No .:

Title:

517A

Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi, Benjamin Duffield, Savino Sguera, Timothy Wilson, James Baker, Neil Rickards, Javier Campanini, Qinfeng Chen, and Derek Cicerone App. No.: 15/204,866 Filing Date: July 7, 2016 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. 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 Mark Elliot: Date: Date: Jason Zhao: Brian Schimpf: ____ Date: Jacob Meacham: Date: Marco Gelmi: Date: Benjamin Duffield: Date: Savino Sguera: Date: Timothy Wilson: Date: _____ James Baker: _____ Date: _____

> PATENT REEL: 049369 FRAME: 0125

Page 4 of 5

Application Data Sheet filed previously or concurrently

517A Docket No .: Page 5 of 5 Title: **NETWORK-BASED PERMISSIONING SYSTEM** Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi, Benjamin Duffield, Savino Sguera, Timothy Wilson, James Baker, Neil Rickards, Javier Campanini, Qinfeng Chen, and Derek Cicerone App. No.: 15/204,866 Filing Date: July 7, 2016 Neil Rickards: 01/13/2017 Javier Campanini: Date: Qinfeng Chen: Date: Derek Cicerone: _____ Date: Palantir Technologies Inc.

Printed Name: Matt Long

Date: 22 August 2017

Title: Legal Counsel

Page 1 of 8

İS	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 Mark Elliot, residing in New York City, NY; and, Jason Zhao, residing in Menlo Park, CA; and, Brian Schimpf, residing in Vienna, VA; and, Jacob Meacham, residing in Sunnyvale, CA; and, Marco Gelmi, residing in London, United Kingdom; and, Benjamin Duffield, residing in London, United Kingdom; and, Savino Sguera, residing in London, United Kingdom; and, Timothy Wilson, residing in Palo Alto, CA; and, James Baker, residing in Cambridge, United Kingdom; and, Neil Rickards, residing in London, United Kingdom; and, Javier Campanini, residing in New York City, NY; and, Qinfeng Chen, residing in Queens Village, NY; and, Derek Cicerone, residing in New York City, 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 Schwegman Lundberg & Woessner, Customer Number 132145, to insert into the header the filing date and application number of said Application when known.

Application Data Sheet filed previously or concurrently

Docket No.:

517A

Page 2 of 5

Title:

NETWORK-BASED PERMISSIONING SYSTEM

Inventor(s):

Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi, Benjamin Duffield, Savino Sguera, Timothy Wilson, James Baker, Neil Rickards, Javier Campanini, Qinfeng Chen, and Derek Cicerone

App. No.:

15/204,866

Filing Date:

July 7, 2016

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). 62/272,003, filed December 28, 2015 (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

Application Data Sheet filed previously or concurrently

Docket No.: 517A Page 3 of 5

Title: NETWORK-BASED PERMISSIONING SYSTEM

Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi,

Benjamin Duffield, Savino Sguera, Timothy Wilson, James Baker, Neil

Rickards, Javier Campanini, Qinfeng Chen, and Derek Cicerone

App. No.: 15/204,866

Filing Date: July 7, 2016

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 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

••••		ION & ASSIGNMENT (37 CFR 1.63(e)) Sheet filed previously or concurrently		
Docket No.:	517A	Page 4 of s		
Title:	NETWORK-BASED PERMISS	ONING SYSTEM		
Inventor(s):	Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi, Benjamin Duffield, Savino Sguera, Timothy Wilson, James Baker, Neil Rickards, Javier Campanini, Qinfeng Chen, and Derek Cicerone			
App. No.:	15/204,866			
Filing Date:	July 7, 2016			
witness fees al	nd legal expenses as sha\ be fixe ASSIGNOR acknowledges tha	its court costs, to such reasonable attorneys' fees, experted by a court of competent jurisdiction. It, to the best of his or her knowledge, the Patent Properties alid, and further agrees not to take any action, or to assist or		
under this Agri ASSIGNEE'S ASSIGNOR hadealing betwee Agreement, an	sement, or the validity or enforce patent counsel presenting this / as the right to seek independen en the parties shall act as an a	ng, on any grounds whatsoever, ASSIGNEE'S rights granted ability of such rights. ASSIGNOR further acknowledges that agreement does not represent ASSIGNOR personally, and counsel of his or her choosing. No course of conduct or immendment, modification or waiver of any provision of this on or waiver which is contained in a written agreement signed ective.		
Inventors				
	Mark Elliot	Date;		
	Jason Zhao:	Date:		
	Brian Schimpf:	Date:		
Jac	cob Meacham;	Date:		
	Marco Gelmi:	Date;		
Benj	amin Duffield:	Date:		
6	avino Squera	Date:		

Timothy Wilson:

James Baker:

PATENT REEL: 049369 FRAME: 0130

Date: _____

Date:

***************************************	A	pplication Data Sheet filed previous	ly or concurrently	***************************************
Docket No.:	517A		Pa	ge 5 of 5
Title	NETWORK-BA	ASED PERMISSIONING SYSTEM		
Inventor(s):	Benjamin Duff	son Zhao, Brìan Schimpf, Jacob Me īeld, Savino Sguera, Timothy Wilsor er Campanini, Qinfeng Chen, and D	n, James Baker, Neil	
App. No.:	15/204,866			
Filing Date:	July 7, 2016			
ovvenoment/2000				***************************************
	Neil Rickards:		Date:	
Jav	rier Campanini:		Date:	
	Qinfeng Chen:		Date: <u> </u>	
D	erek Cicerone:		Date:	
emand a seal anger				
Dalantir Techi	nalagies Inc			

Signature:

Printed Name: Matt Long

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

Date: 22 August 2017

Title: Legal Counsel

Application Data Sheet filed previously or concurrently

Docket No.: 517A Page 1 of 5

Title: NETWORK-BASED PERMISSIONING SYSTEM

Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi,

Benjamin Duffield, Savino Sguera, Timothy Wilson, James Baker, Neil

Rickards, Javier Campanini, Qinfeng Chen, and Derek Cicerone

App. No.: 15/204,866

Filing Date: July 7, 2016

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 Mark Elliot, residing in New York City, NY; and, Jason Zhao, residing in Menlo Park, CA; and, Brian Schimpf, residing in Vienna, VA; and, Jacob Meacham, residing in Sunnyvale, CA; and, Marco Gelmi, residing in London, United Kingdom; and, Benjamin Duffield, residing in London, United Kingdom; and, Savino Sguera, residing in London, United Kingdom; and, Timothy Wilson, residing in Palo Alto, CA; and, James Baker, residing in Cambridge, United Kingdom; and, Neil Rickards, residing in London, United Kingdom; and, Javier Campanini, residing in New York City, NY; and, Qinfeng Chen, residing in Queens Village, NY; and, Derek Cicerone, residing in New York City, 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 Schwegman Lundberg & Woessner, Customer Number 132145, to insert into the header the filing date and application number of said Application when known.

Application Data Sheet filed previously or concurrently

Docket No.: 517A Page 2 of 5

Title: NETWORK-BASED PERMISSIONING SYSTEM

Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi,

Benjamin Duffield, Savino Sguera, Timothy Wilson, James Baker, Neil Rickards, Javier Campanini, Qinfeng Chen, and Derek Cicerone

App. No.: 15/204,866

Filing Date: July 7, 2016

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). **62/272,003**, filed **December 28, 2015** (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

Application Data Sheet filed previously or concurrently

Docket No .: 517A Page 3 of 5

Title: **NETWORK-BASED PERMISSIONING SYSTEM**

Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi,

Benjamin Duffield, Savino Sguera, Timothy Wilson, James Baker, Neil

Rickards, Javier Campanini, Qinfeng Chen, and Derek Cicerone

App. No.: 15/204,866

Filing Date: July 7, 2016

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:

- 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.
- 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

Application Data Sheet filed previously or concurrently

NETWORK-BASED PERMISSIONING SYSTEM

Docket No .:

Title:

517A

Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi, Benjamin Duffield, Savino Sguera, Timothy Wilson, James Baker, Neil Rickards, Javier Campanini, Qinfeng Chen, and Derek Cicerone App. No.: 15/204,866 Filing Date: July 7, 2016 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. 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 Mark Elliot: Date: Date: Jason Zhao: Brian Schimpf: ____ Date: Jacob Meacham: Date: Marco Gelmi: Date: Benjamin Duffield: Date: Savino Sguera: Date: Timothy Wilson: Date: _____ James Baker: _____ Date: _____

> PATENT REEL: 049369 FRAME: 0135

Page 4 of 5

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

517A Docket No .: Page 5 of 5 Title: **NETWORK-BASED PERMISSIONING SYSTEM** Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi, Benjamin Duffield, Savino Sguera, Timothy Wilson, James Baker, Neil Rickards, Javier Campanini, Qinfeng Chen, and Derek Cicerone App. No.: 15/204,866 Filing Date: July 7, 2016 Neil Rickards: Date: _____ Javier Campanini: Date: Qinfeng Chen: Date: Palantir Technologies Inc. Date: 22 August 2017 Printed Name: Matt Long Title: Legal Counsel

Application Data Sheet filed previously or concurrently

Docket No.: 517A Page 1 of 5

Title: NETWORK-BASED PERMISSIONING SYSTEM

Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi,

Benjamin Duffield, Savino Sguera, James Baker, Neil Rickards, Javier

Campanini, Qinfeng Chen, Derek Cicerone, and Nathan Ziebart

App. No.: 15/204,866

Filing Date: July 7, 2016

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 Mark Elliot, residing in New York City, NY; and, Jason Zhao, residing in Menlo Park, CA; and, Brian Schimpf, residing in Vienna, VA; and, Jacob Meacham, residing in Sunnyvale, CA; and, Marco Gelmi, residing in London, United Kingdom; and, Benjamin Duffield, residing in London, United Kingdom; and, Savino Sguera, residing in London, United Kingdom; and, James Baker, residing in Cambridge, United Kingdom; and, Neil Rickards, residing in London, United Kingdom; and, Javier Campanini, residing in New York City, NY; and, Qinfeng Chen, residing in Queens Village, NY; and, Derek Cicerone, residing in New York City, NY; and, Nathan Ziebart, residing in East Palo Alto, CA (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 Schwegman Lundberg & Woessner, Customer Number 132145, to insert into the header the filing date and application number of said Application when known.

Application Data Sheet filed previously or concurrently

Docket No .: 517A Page 2 of 5

Title: NETWORK-BASED PERMISSIONING SYSTEM

Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi,

Benjamin Duffield, Savino Squera, James Baker, Neil Rickards, Javier

Campanini, Qinfeng Chen, Derek Cicerone, and Nathan Ziebart

App. No.: 15/204,866

Filing Date: July 7, 2016

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:

- The Work, including without limitation any improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;
- The Application, including without limitation any of ASSIGNOR'S inventions that may be B. 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). 62/272,003, filed December 28, 2015 (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.
- 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.
- 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.
- 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

Application Data Sheet filed previously or concurrently

Docket No.: 517A Page 3 of 5

Title: NETWORK-BASED PERMISSIONING SYSTEM

Inventor(s): Mark Elliot, Jason Zhao, Brian Schimpf, Jacob Meacham, Marco Gelmi,

Benjamin Duffield, Savino Sguera, James Baker, Neil Rickards, Javier

Campanini, Qinfeng Chen, Derek Cicerone, and Nathan Ziebart

App. No.: 15/204,866

Filing Date: July 7, 2016

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 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

	COMBINE	D DECLARATION & ASS	SIGNMENT (37 CFR 1.63) viously or concurrently	(e))
Docket No.:	517Å			Page 4 of 5
Title:	NETWORK-B	ASED PERMISSIONING SYS	тем	
Inventor(s):	Benjamin Duf	ison Zhao, Brian Schimpf, Jact field, Savino Sguera, James Ba infeng Chen, Derek Cicerone,	aker, Neil Rickards, Javier	
App. No.:	15/204,866			
Filing Date:	July 7, 2016			
witness fees an	d legal expens	es as shall be fixed by a court of	its, to such reasonable attorney of competent jurisdiction. of his or her knowledge, the Pa	
request any thir under this Agre ASSIGNEE'S p ASSIGNOR had dealing betwee Agreement, and	and the Patent d party, in, cha ement, or the patent counsel s the right to n the parties to only an amer NEE and ASSI	Properties are valid, and further flenging or opposing, on any growalidity or enforceability of such presenting this Agreement do seek independent counsel of his hall act as an amendment, no diffication or waiver was SNOR shall be effective.	er agrees not to take any action. cunds whatsoever, ASSIGNEE'S rights. ASSIGNOR further acki les not represent ASSIGNOR p is or her choosing. No course modification or waiver of any pi rhich is contained in a written agr	or to assist or inghts granted nowledges that personally, and to f conduct or rovision of this reement signed
Inventors	a page a na marana na marana na manana n	A CONTRACTOR OF THE CONTRACTOR		
	Mark Elliot:		Date:	
	Jason Zhao:		Date:	
В	rian Schimpf:		Date:	***************************************
Jaco	b Meacham:		Date:	
î	Marco Gelmi;		Date:	
Benja	min Duffield:		Date:	
Sa	vino Sguera:	*	Date:	
Na	than Ziebart:	my his	Date: 5/1	1/17
1.	amaa Bakari		Data	

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

Docket No.:	517A			Page 5 of 5
Title:	NETWORK-BA	ASED PERMISSIONING SYS	TEM	
Inventor(s):	Benjamin Duffi	son Zhao, Brian Schimpf, Jac eld, Savino Sguera, James B nfeng Chen, Derek Cicerone,	aker, Neil Rickards, Javier	
App. No.:	15/204,866			
Filing Date:	July 7, 2016			
	Neil Rickards: _			
Javi	er Campanini: _		Date:	
(Qinfeng Chen: _		Date:	
De	erek Cicerone: _		Date:	
Palantir Techr	nologies Inc. Signature: _	Mat 2.	Date:22 August	2017
	Printed Name:	Matt Long	グ Title: Legal Co	unsel

RECORDED: 06/04/2019