

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5754056

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GOOGLE INC.	04/13/2017
RECEIVING PARTY DATA	
Name:	PLANET LABS TB, INC.
Street Address:	346 9TH STREET
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94103
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16585516
CORRESPONDENCE DATA	
Fax Number:	(864)233-7342
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	864-271-1592
Email:	usdocketing@dority-manning.com,anowell@dority-manning.com
Correspondent Name:	DORITY & MANNING, PA AND PLANET LABS INC.
Address Line 1:	PO BOX 1449
Address Line 4:	GREENVILLE, SOUTH CAROLINA 29602
ATTORNEY DOCKET NUMBER:	PLAB-1017-CON
NAME OF SUBMITTER:	ERIK K. SIVERTSON
SIGNATURE:	/Erik K. Sivertson/
DATE SIGNED:	10/04/2019
Total Attachments: 6	
source=Assignment_-_Google_to_Planet_Labs_TB#page1.tif	
source=Assignment_-_Google_to_Planet_Labs_TB#page2.tif	
source=Assignment_-_Google_to_Planet_Labs_TB#page3.tif	
source=Assignment_-_Google_to_Planet_Labs_TB#page4.tif	
source=Assignment_-_Google_to_Planet_Labs_TB#page5.tif	
source=Assignment_-_Google_to_Planet_Labs_TB#page6.tif	

PATENT ASSIGNMENT

This Patent Assignment (“Assignment”) is effective as of April 14, 2017 by and between Google Inc., a Delaware corporation, having its principal place of business at 1600 Amphitheatre Parkway, Mountain View, California 94043 USA (“Assignor”) and Planet Labs TB, Inc., a Delaware corporation, having its principal place of business at 346 9th Street, San Francisco, California 94103 USA (“Assignee”).

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement, dated February 2, 2017 (the “Purchase Agreement”), and this Assignment is being entered into pursuant to the terms thereof;

WHEREAS, pursuant to the Purchase Agreement, Assignee shall purchase and accept and Assignor shall transfer and assign to Assignee all of Assignor’s right, title and interest in and to the patents and patent applications set forth in Schedule A attached hereto and incorporated herewith (collectively referred to as the “Patents”); and

WHEREAS, pursuant to the Purchase Agreement, Assignor acknowledges and agrees that Company (as defined in the Purchase Agreement) owns all, right, title and interest in and to the patents and patent applications set forth in Schedule B attached hereto and incorporated herewith (collectively referred to as the “Company Patents”).

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all of its right, title and interest in and to the Patents, together with all causes of action (either in law or in equity) with respect to the Patents and the right to sue, counterclaim and recover for infringement of the Patents. Assignor further consents to recordation of this Assignment by Assignee, including with the United States Patent and Trademark Office or any relevant patent office anywhere in the world.

This Assignment has been executed and delivered by Assignor for the purpose of recording the assignment herein with the appropriate government entity. At Assignee’s sole cost and expense, Assignor shall execute and deliver such other documents which Assignee may reasonably request to effect the terms of this Assignment and its recordation in relevant patent offices anywhere in the world.

Further, Assignor hereby acknowledges and agrees that Assignor has no ownership interest in or to the Company Patents. For the avoidance of doubt, the Parties acknowledge and agree that nothing in this Agreement shall be construed to imply that Assignor had an ownership interest in or to the Company Patents prior to the Effective Date.

EXCEPT AS EXPRESSLY PROVIDED IN THE PURCHASE AGREEMENT, THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS ASSIGNMENT, THE PATENTS OR THE SUBJECT MATTER HEREOF, AND ANY REPRESENTATIONS OR WARRANTIES RELATING TO THIS ASSIGNMENT, THE PATENTS OR THE SUBJECT MATTER HEREOF ARE HEREBY DISCLAIMED.

This Assignment and the Purchase Agreement constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. Nothing contained in this Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of Assignor or Assignee under the Purchase Agreement. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control, except for typographical corrections with respect to the list of patents referenced herein. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto.

This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction.

<The remainder of this page has been intentionally left blank.>

Executed as of the date first set forth above.

Google Inc.

By: *[Signature]*

Kenneth Yi
Printed Name

Assistant Secretary
Title

State of California
County of Santa Clara

On April 13, 2017, before me personally appeared Kenneth H. Yi, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

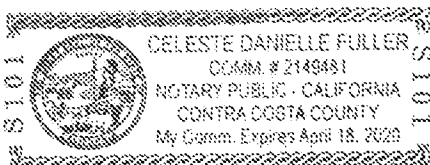
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

[Signature]
Notary Public

My commission expires: April 18, 2020



[Signature Page to Patent Assignment]

Planet Labs TB, Inc.

By: [Signature]

[Signature]
Printed Name

CEO
Title

State of _____

County of _____

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

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

WITNESS my hand and official seal.

(Seal)

Notary Public

My commission expires: _____

[Signature Page to Patent Assignment]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Mateo)

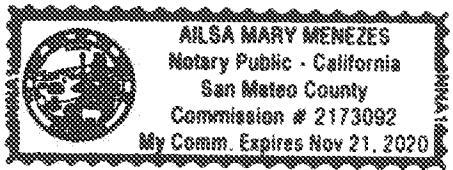
On April 12, 2017 before me, AILSA MENEZES, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared William Spencer Marshall
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

SCHEDULE A

Title	Publication/Application Number	Jurisdiction
Capturing Images Using Controlled Vibration	PCT/US2016/035401	WO
Capturing Images Using Controlled Vibration	9,509,894	US
Controlling a Line of Sight Angle of an Imaging Platform	PCT/US2016/045990	WO
Controlling a Line of Sight Angle of an Imaging Platform	62/202,391	US
Controlling a Line of Sight Angle of an Imaging Platform	15/230,785	US
Steuerung des Sichtlinienwinkels einer Bildverarbeitungsplattform	20 2016 007 867.5	DE-UM
Generating High-Dynamic Range Images Using Multiple Filters	PCT/US2016/062409	WO
Generating High-Dynamic Range Images Using Multiple Filters	14/945,927	US
Generating High-Dynamic Range Images Using Varying Exposures	PCT/US2016/062406	WO
Generating High-Dynamic Range Images Using Varying Exposures	14/945,893	US
Predicting Radio Frequency Interference Events	PCT/US2016/062009	WO
Predicting Radio Frequency Interference Events	14/945,836	US
Real-Time RF Interference Mitigation	15/267,780	US
Systems and Methods for Enhancing Object Visibility for Overhead Imaging	PCT/US2016/064161	WO
Systems and Methods for Enhancing Object Visibility for Overhead Imaging	15/071,357	US