

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7251561

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HIVEMAPPER INC.	10/08/2021
RECEIVING PARTY DATA	
Name:	PTAS I LLC
Street Address:	1209 ORANGE STREET
Internal Address:	C/O THE CORPORATION TRUST COMPANY
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19801
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16124962
CORRESPONDENCE DATA	
Fax Number:	(650)324-6701
<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:	650-324-6740
Email:	sarahlyn.torres@FaegreDrinker.com, PatentDocketing@FaegreBD.com
Correspondent Name:	SARAH LYN TORRES / DANIEL H. MAO
Address Line 1:	1950 UNIVERSITY AVENUE, SUITE 450
Address Line 4:	EAST PALO ALTO, CALIFORNIA 94303-2279
ATTORNEY DOCKET NUMBER:	515648.000069
NAME OF SUBMITTER:	SARAH LYN TORRES
SIGNATURE:	/Sarah Lyn Torres/
DATE SIGNED:	03/29/2022
Total Attachments: 7	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered as of the 8th day of October, 2021, by and between (a) PTAS I LLC, a Delaware limited liability company (“Assignee”) and (b) Hivemapper Inc., a Delaware corporation (“Assignor”), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the “Asset Purchase Agreement”), by and between Assignee and Assignor.

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement, pursuant to which Assignor has agreed to sell, assign, transfer, convey, set-over and deliver unto Assignee, and Assignee has agreed to purchase, accept, acquire and assume from Assignor, all of the rights, title and interests in and to the Acquired Assets, free and clear of any Liens, in exchange for the Purchase Price, on the terms and subject to the conditions of the Asset Purchase Agreement.

WHEREAS, in connection with the Asset Purchase Agreement and as part of the Acquired Assets, Assignor has agreed to sell, assign, transfer, convey, set-over and deliver unto Assignee all of the Acquired Intellectual Property (including Intellectual Property Rights in and to Hivemapper Colony, the Georegistration Patent and the Acquired Technology), free and clear of any Liens, including: (i) the trademark and trademark applications set forth on Exhibit A under the heading *Trademarks* (the “Trademarks”); (ii) the copyrights set forth on Exhibit A under the heading *Copyrights* (the “Copyrights”); and (iii) the patents and patent applications set forth on Exhibit A under the heading *Patents* (the “Patents”, and collectively with the Trademarks and the Copyrights, the “Intellectual Property Assets”), on the terms and subject to the conditions of the Asset Purchase Agreement; and

WHEREAS, Assignor and Assignee desire that the assignment of said rights in the Trademarks and the Patents be made of record in the Intellectual Property Office of the United States Patent and Trademark Office, any state or foreign trademark offices and any other appropriate governmental or administrative offices, if and as the case may be, and that the assignment of the Copyrights be made of record in the United States Copyright Office, any foreign copyright offices and any other appropriate governmental or administrative office, if and as the case may be.

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby agree pursuant to the Asset Purchase Agreement as follows:

1. **Assignment**. Assignor hereby irrevocably, fully, and unconditionally sells, assigns, transfers, conveys, sets-over and delivers unto Assignee, its successors and assigns, free and clear of all Liens, absolutely with full title guarantee, all of Assignor’s right, title and interest in and to (i) the Acquired Intellectual Property (including Intellectual Property Rights in and to Hivemapper Colony, the Georegistration Patent and the Acquired Technology), (ii) any Trade Secrets, know-how, technical information or other intangible rights or properties, including goodwill, of the Acquired Business and the Acquired Marks, and (iii) any income, royalties, damages and payments accrued, due or payable at the Closing or thereafter and any other intangible properties and rights relating to the Acquired Business, except, in each case, excluding the Excluded Assets (the “Acquired Proprietary Rights”), including the following assignments:

(a) Assignor hereby irrevocably, fully, and unconditionally sells, assigns, transfers, conveys, sets-over and delivers unto Assignee, absolutely with full title guarantee, all of such Assignor’s right, title and interest in and to the Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill associated with the Trademarks, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past

infringements of said Trademarks, and the right to sue for and recover the same, free and clear of any Liens.

(b) Assignor hereby irrevocably, fully, and unconditionally sells, assigns, transfers, conveys, sets-over and delivers unto Assignee, absolutely with full title guarantee, all of Assignor's right, title and interest in and to the Copyrights, including all registrations and applications therefor, as well as all copyrightable work disclosed or described in any such copyright registrations or applications, and any and all copyrights or similar rights, recognized under the laws of the United States of America or any other jurisdiction in said Copyrights, including all rights to damages and profits, due or accrued, arising out of past infringements of said Copyrights, and the right to sue for and recover the same, free and clear of any Liens. Assignor hereby waives any claim that Assignor has or may have under any theory of moral or natural rights or any rights of attribution under the copyright laws of any jurisdiction with respect to said Copyrights to the extent such waiver is recognizable under the law of the controlling jurisdiction.

(c) Assignor hereby irrevocably, fully, and unconditionally sells, assigns, transfers, conveys, sets-over and delivers unto Assignee, absolutely with full title guarantee, all of Assignor's right, title, and interest in and to the Patents, including any provisional rights therein, in and to any divisions, continuations, and reissues thereof, and in and to all inventions disclosed and described in said application and improvements thereof, preparatory to obtaining Letters Patent of the United States of America ("Letters Patent") therefor, free and clear of all Liens; and Assignor hereby requests the Director of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from said application, or from a division, continuation, or reissue thereof, to Assignee, as Assignee, for its interest and for the sole use and benefit of Assignee and its successors, assigns and legal representatives.

(d) Assignor hereby irrevocably, fully, and unconditionally sells, assigns, transfers, conveys, sets-over and delivers unto Assignee, absolutely with full title guarantee, all of Assignor's right, title, and interest in and to any Patent or application or applications corresponding to said Patent or application, in whole or in part, including any provisional rights therein, in countries other than the United States in part, in and to any Letters Patent and similar protective rights granted on said foreign Patents or applications, and in and to the right to claim any applicable priority rights arising from or required for said foreign applications under the terms of any applicable conventions, treaties, statutes or regulations, and hereby request said foreign applications to be filed and issued in the name of Assignee, or its designee insofar as permitted by applicable law, free and clear of all Liens.

2. **Cooperation and Recordation**. Assignor hereby agrees to cooperate, and cause its Affiliates to cooperate, with Assignee, as reasonably necessary to give full effect to and perfect the rights of Assignee in the Acquired Proprietary Rights, and Assignor agrees to execute and deliver, and cause to be executed and delivered, any and all documents and instruments and to take all such other actions as Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement, including cooperating fully with Assignee to perfect the transfer of the Acquired Proprietary Rights and, if reasonable and appropriate, to assure that the transfer of the Intellectual Property Assets are properly recorded at any appropriate administrative agency or registry, including the Intellectual Property Office of the United States Patent and Trademark Office. Assignor further agrees that in the event the records of Assignor is required to establish priority of invention in any interference or similar proceeding in connection with any of the assigned Letters Patent or applications for Letters Patent, all such necessary records of Assignor will be made available at no additional cost or expense to Assignee.

3. **Delivery of Tangible Items.** Assignor shall arrange, at the cost and expense of Assignor, for prompt delivery of prosecution files, documents and other tangible embodiments of the Acquired Proprietary Rights, if any, that are in the possession or control of Assignor or any of its Affiliates.

4. **Maintenance.** Assignor agrees to take, and use commercially reasonable efforts to cause its attorneys and agents who maintain and prosecute the Intellectual Property Assets to take, at the cost and expense of Assignor, all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Intellectual Property Assets in full force and in effect in the interim until Assignee takes full control over the prosecution and maintenance of the Intellectual Property Assets.

5. **Conflicting Terms.** This Agreement is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Asset Purchase Agreement (including the representations, warranties, covenants, agreements and indemnities therein). This Agreement shall not replace, substitute, expand or extinguish any obligation or provision of the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall control.

6. **Miscellaneous.**

(a) Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.

(b) Article 9 (General Provisions) of the Asset Purchase Agreement are incorporated herein by reference, *mutatis mutandis*.


(c) This Agreement, the Asset Purchase Agreement (together with the Exhibits, Schedules and Annexes thereto and the Disclosure Schedules) and the Ancillary Agreements constitute the entire agreement of the parties with respect to the subject matter contained herein and therein, and supersede all prior representations, warranties, agreements and undertakings, both written and oral, among the parties or between any of them, with respect to the subject matter hereof or thereof.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ASSIGNOR:

HIVEMAPPER INC.

DocuSigned by:

By: _____
Name: Ariel Seidman
Title: Chief Executive Officer

ASSIGNEE:

PTAS I LLC

By: Palantir Technologies, Inc.
Its: Sole Member

By: _____
Name: Ryan Taylor
Title: Chief Legal & Business Affairs Officer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ASSIGNOR:

HIVEMAPPER INC.

By: _____
Name: Ariel Seidman
Title: Chief Executive Officer

ASSIGNEE:

PTAS I LLC

By: Palantir Technologies Inc.
Its: Sole Member

By:  _____
Name: Ryan Taylor
Title: Chief Legal & Business Affairs Officer

PATENT
REEL: 059430 FRAME: 0409

[REDACTED]

Patents

APPLICATION TITLE	APPLICATION NO. / PATENT NO. / JURISDICTION	FILING DATE / ISSUE DATE	OWNER OF RECORD	STATUS
Generating Three-Dimensional Geo-Registered Maps from Image Data	16/124,962 N/A U.S. Patent and Trademark Office	9/7/2018 N/A	Hivemapper Inc.	Pending