

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559144

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Palantir Technologies Inc.		01/27/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Administrative Agent		
Street Address:	1 New York Plaza, 41st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	86057188	CYBERMESH	
Serial Number:	85909031	GOTHAM	
Serial Number:	85909017	METROPOLIS	
Serial Number:	77111698	PALANTIR	
Serial Number:	77398599	PALANTIR	
Serial Number:	87837507	PALANTIR FOUNDRY	
Serial Number:	87837494	PALANTIR FOUNDRY	
Serial Number:	85743778		
Serial Number:	77580110		
Serial Number:	86068571	RAVEN	
Serial Number:	86038322	SEARCH AROUND	
Serial Number:	86503250	SEARCH AROUND	
Serial Number:	86982259	SEARCH AROUND	
Serial Number:	85942399	VALHALLA	
Serial Number:	88275628	QUIETLY POWERING THE INSTITUTIONS WE DEP	
CORRESPONDENCE DATA			
Fax Number:	4159472099		
<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>			

CH \$390.00 86057188

TRADEMARK

Phone: 4159472000
Email: qluflood@wsgr.com
Correspondent Name: WSGR, C/O QUI LU FLOOD, SENIOR PARALEGAL
Address Line 1: ONE MARKET, SPEAR TOWER, SUITE 3300
Address Line 4: SAN FRANCISCO, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER: 36834.030

NAME OF SUBMITTER: Qui Lu Flood

SIGNATURE: /Qui Lu Flood/

DATE SIGNED: 01/27/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 27, 2020 (this “**Agreement**”), is between PALANTIR TECHNOLOGIES INC. (the “**Grantor**”), and MORGAN STANLEY SENIOR FUNDING, INC., as administrative agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (herein in such capacity, the “**Administrative Agent**”).

RECITALS

- (A) The Grantor, the LENDERS from time to time party thereto and the Administrative Agent have entered into that certain Revolving Credit Agreement, dated as of October 7, 2014 (as amended by the Amendment No. 1 to Revolving Credit Agreement, dated as of June 1, 2015, the Amendment No. 2 to Revolving Credit Agreement, dated as of August 5, 2016, the Amendment No. 3 to Revolving Credit Agreement, dated as of April 26, 2017, the Amendment No. 4 to Revolving Credit Agreement, dated as of June 28, 2018, the Amendment No. 5 to Revolving Credit Agreement, dated as of June 18, 2019, the Amendment No. 6 to Revolving Credit Agreement, dated as of December 20, 2019, and as further amended, restated, amended and restated, supplemented or otherwise modified, the “**Credit Agreement**”).
- (B) The Grantor is party to a Pledge and Security Agreement, dated as of December 20, 2019, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) Under and subject to the terms of the Pledge and Security Agreement, the Grantor has pledged and granted to the Administrative Agent, for its benefit and for the benefit of the Secured Parties (as defined in the Credit Agreement) a continuing security interest in and Lien on certain Collateral (as set forth in and defined in the Pledge and Security Agreement), including without limitation certain Intellectual Property (as set forth in and defined in the Pledge and Security Agreement) of the Grantor, and has agreed to execute this Agreement for recording with the United States Patent and Trademark Office.
- (D) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Trademark Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, the Grantor hereby pledges and grants to the Administrative Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising and wherever located.

“Trademark Collateral” means the Grantor's right, title and interest in, to and under all United States, state and foreign trademarks, trade names, trade dress, service marks, certification marks, collective marks and logos, slogans, words, terms, names, symbols, designs any other source or business identifiers, and general intangibles of a like nature, whether registered or unregistered, and whether or not established or registered in an Intellectual Property Registry in any country or any political subdivision thereof, and with respect to any and all of the foregoing: (i) all common law rights related thereto, (ii) all registrations and pending applications for any of the foregoing, including, without limitation, the trademark registrations and pending applications referred to in Schedule I hereto, (iii) all extensions, continuations, reissues and renewals of any of the foregoing, (iv) all goodwill connected with the use of and symbolized by the foregoing, (v) the right to sue or otherwise recover for past, present and future infringements, misappropriations, dilutions or other violations of any of the foregoing or for any injury to goodwill, and (vi) all Proceeds of the foregoing, including, without limitation, licenses, royalties, fees, income, payments, claims, damages and proceeds of suit. Notwithstanding anything herein to the contrary, in no event shall the term “Trademark Collateral” include, and the Grantor shall not be deemed to have granted a security interest in, any of its right, title or interest in any Excluded Assets (but only for so long as such property shall constitute Excluded Assets).

SECTION 3 Pledge and Security Agreement

This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted pursuant to this Agreement is granted concurrently in conjunction with the security interest granted to the Administrative Agent pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby is more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4 Term

The term of this Agreement shall be coterminous with the term of the Pledge and Security Agreement.

SECTION 5 Governing Law and Consent to Jurisdiction

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK. THE TERMS AND PROVISIONS OF SECTION 9.13 OF THE PLEDGE AND SECURITY AGREEMENT ARE INCORPORATED BY REFERENCE HEREIN WITH RESPECT HERETO AS IF FULLY SET FORTH HEREIN, *MUTATIS MUTANDIS*.

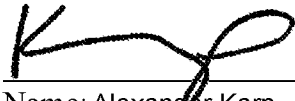
SECTION 6 Counterparts

This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered will be deemed an original, but all such counterparts together will constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Agreement will become effective upon the execution and delivery of a counterpart hereof by each of the parties hereto. Delivery of an executed signature page of this Agreement by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart hereof. The Administrative Agent may also require that any such facsimile or electronic transmission signatures be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any facsimile or electronic transmission signature delivered.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PALANTIR TECHNOLOGIES INC.,
as Grantor

By: 
Name: Alexander Karp
Title: Chief Executive Officer

ACCEPTED AND AGREED:
MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent

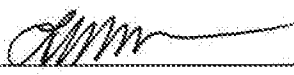
By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PALANTIR TECHNOLOGIES INC.,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED:
MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent

By:  _____
Name: Lisa Hanson
Title: Vice President

SCHEDULE I

TRADEMARK REGISTRATIONS

(A) REGISTERED TRADEMARKS

Trademark	Application Date	Application #	Registration Date	Registration #	Status
CYBERMESH	9/5/2013	86057188	1/23/2018	5386829	Registered
GOTHAM	4/19/2013	85909031	10/24/2017	5317300	Registered
METROPOLIS	4/19/2013	85909017	7/14/2015	4773335	Registered
PALANTIR	2/20/2007	77111698	8/25/2009	3671386	Registered
PALANTIR	2/15/2008	77398599	3/10/2009	3585690	Registered
PALANTIR FOUNDRY	3/16/2018	87837507	2/12/2019	5673023	Registered
PALANTIR FOUNDRY	3/16/2018	87837494	11/19/2019	5915642	Registered
PALANTIR Logo	10/2/2012	85743778	8/20/2013	4386926	Registered
PALANTIR Logo	9/26/2008	77580110	5/5/2009	3615608	Registered
RAVEN	9/18/2013	86068571	1/27/2015	4679640	Registered
SEARCH AROUND	8/14/2013	86038322	11/7/2017	5329912	Registered
SEARCH AROUND	1/14/2015	86503250	7/4/2017	5237470	Registered
SEARCH AROUND	8/14/2013	86982259	5/30/2017	5211927	Registered
VALHALLA	5/24/2013	85942399	3/31/2015	4713104	Registered

(B) TRADEMARK APPLICATIONS

Trademark	Application Date	Application #	Status
QUIETLY POWERING THE INSTITUTIONS WE DEPEND ON MOST	1/24/2019	88275628	Filed