

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM738588

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PALANTIR TECHNOLOGIES INC.		07/01/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, N.A.		
<b>Street Address:</b>	1525 W WT Harris Blvd.		
<b>Internal Address:</b>	MAC D1109-109, Attn: Agency Services		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28262		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5386829	CYBERMESH	
<b>Registration Number:</b>	5317300	GOTHAM	
<b>Registration Number:</b>	3671386	PALANTIR	
<b>Registration Number:</b>	3585690	PALANTIR	
<b>Registration Number:</b>	5673023	PALANTIR FOUNDRY	
<b>Registration Number:</b>	5915642	PALANTIR FOUNDRY	
<b>Registration Number:</b>	4386926		
<b>Registration Number:</b>	3615608		
<b>Registration Number:</b>	5329912	SEARCH AROUND	
<b>Registration Number:</b>	5237470	SEARCH AROUND	
<b>Registration Number:</b>	5211927	SEARCH AROUND	
<b>Serial Number:</b>	88275628	QUIETLY POWERING THE INSTITUTIONS WE DEP	
<b>Serial Number:</b>	90600666	APOLLO	
<b>Serial Number:</b>	90600674	POWERED BY APOLLO	
<b>Serial Number:</b>	97261980	FOUNDATIONAL SOFTWARE OF TOMORROW	
<b>Serial Number:</b>	97261986	FOUNDATIONAL SOFTWARE OF TOMORROW DELIVE	
<b>Serial Number:</b>	97116672	HYPERAUTO	
<b>Serial Number:</b>	97227518	METROPOLIS	

CH \$515.00 5386829

Property Type	Number	Word Mark
Serial Number:	90851587	RAVEN
Serial Number:	97052777	VALHALLA

**CORRESPONDENCE DATA**

**Fax Number:** 2127352000

*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:** 2127352811

**Email:** mribando@skadden.com

**Correspondent Name:** Skadden, Arps, Slate, Meagher & Flom LLP

**Address Line 1:** One Manhattan West

**Address Line 2:** Monique L. Ribando

**Address Line 4:** New York, NEW YORK 10001-8602

**ATTORNEY DOCKET NUMBER:** 391000/1484

**NAME OF SUBMITTER:** M. Oren Epstein

**SIGNATURE:** /MOE/

**DATE SIGNED:** 07/03/2022

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 1, 2022 (this “**Agreement**”), is by and between PALANTIR TECHNOLOGIES INC., a Delaware corporation (the “**Grantor**”), and WELLS FARGO BANK, N.A., as administrative agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, together with its successors in such capacity, the “**Administrative Agent**”).

### RECITALS

- (A) The Grantor, the Lenders from time to time party thereto and MORGAN STANLEY SENIOR FUNDING, INC. (the “**Retiring Agent**”) entered into that certain Revolving Credit Agreement, dated as of October 7, 2014 (as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time, the “**Credit Agreement**”), and Administrative Agent succeeded Retiring Agent as administrative agent thereunder.
- (B) The Grantor is party to that certain (i) Pledge and Security Agreement, dated as of December 20, 2019, in favor of the Administrative Agent (as successor-in-interest to Retiring Agent) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), (ii) Trademark Security Agreement dated as of January 27, 2020, in favor of the Administrative Agent (as successor-in-interest to Retiring Agent) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) which was recorded with the United States Patent and Trademark Office on January 27, 2020 at Reel/Frame 6847/0660, and (iii) Trademark Security Agreement dated as of June 4, 2020, in favor of the Administrative Agent (as successor-in-interest to Retiring Agent) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Supplemental Trademark Security Agreement**” and, together with the Trademark Security Agreement, the “**Security Agreements**”), which was recorded with the United States Patent and Trademark Office on June 4, 2020 at Reel/Frame 6953/0572.
- (C) Under and subject to the terms of the Pledge and Security Agreement, the Grantor has pledged and granted to the Administrative Agent (as successor-in-interest to the Retiring Agent), for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on certain Collateral, including without limitation certain Intellectual Property of the Grantor.
- (D) The Grantor, the Retiring Agent, and the Administrative Agent, among others, have entered into that certain Amendment No. 13 And Agency Assignment Agreement dated as of July 1, 2022 (the “**Thirteenth Amendment**”), pursuant to which, among other things, the Retiring Agent assigned to the Administrative Agent all of the rights, powers, privileges, responsibilities, duties, obligations and interests of the Retiring Agent under all Loan Documents, including the Credit Agreement, the Pledge and Security Agreement, and the Security Agreements.

- (E) The Grantor, the guarantor party thereto, and the Administrative Agent, among others, have entered into that certain Amendment No. 14 to Revolving Credit Agreement and Incremental Agreement dated as of July 1, 2022 (the “**Fourteenth Amendment**”), pursuant to which, among other things, the Grantor (w) pledged and granted 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 the Collateral, (x) restated, ratified and reaffirmed each and every term and condition set forth in the Credit Agreement and the other Loan Documents and reaffirmed its obligations (including the Obligations) under each Loan Document to which it is a party, (y) confirmed and agreed that the pledge and security interest in the Collateral granted by it pursuant to the Collateral Documents to which it is a party shall continue in full force and effect and (z) acknowledged and agreed that such pledge and security interest in the Collateral granted by it pursuant to such Collateral Documents shall continue to secure the Obligations.
- (E) In connection with the Fourteenth Amendment, the Grantor desires to reaffirm the pledge and security interest in certain Trademark Collateral granted by it pursuant to the Pledge and Security Agreement and the Security Agreements, and has agreed to execute this Agreement for recording with the United States Patent and Trademark Office.
- (F) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement, the Security Agreements, the Fourteenth Amendment 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 or Credit Agreement and used herein have the meaning given to them in the Pledge and Security Agreement or Credit Agreement, as applicable.

### **SECTION 2 Reaffirmation**

The Grantor hereby reaffirms its obligations (including the Obligations) under the Pledge and Security Agreement and Security Agreements. The Grantor hereby confirms and agrees that the pledge and security interest in the Trademark Collateral granted by it pursuant to the Pledge and Security Agreement and Security Agreements shall continue in full force and effect after giving effect to the Fourteenth Amendment. The Grantor hereby acknowledges and agrees that such pledge and security interest in the Trademark Collateral granted by it pursuant to the Pledge and Security Agreement and Security Agreements shall continue to secure the Obligations, as amended by the Fourteenth Amendment or otherwise affected thereby.

### **SECTION 3 Grant of Security Interest in Trademark Collateral**

In furtherance of the reaffirmations set forth in the Fourteenth Amendment and Section 2 hereof, 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, all registrations and pending applications for any of the foregoing, 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) 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 4 Pledge and Security Agreement; Fourteenth Amendment**

This Agreement has been executed and delivered by the Grantor for the purpose of recording the reaffirmation and 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 Fourteenth Amendment, which reaffirms the Grantor’s grant of 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 Fourteenth Amendment and 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 Fourteenth Amendment or Pledge and Security Agreement, the provisions of the Fourteenth Amendment or Pledge and Security Agreement shall control.

#### **SECTION 5 Term**

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

**SECTION 6 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 7 Counterparts**

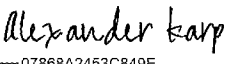
This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered will be deemed an original, but all such counterparts 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

DocuSigned by:  
  
07868A2453C849E...  
Name: Alexander Karp  
Title: Chief Executive Officer

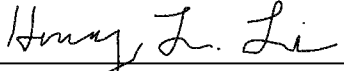
*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 007769 FRAME: 0310**

**ACCEPTED AND AGREED:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, as Administrative Agent

By



Name: Henry L. Li

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

**RECORDED: 07/03/2022**

**TRADEMARK  
REEL: 007769 FRAME: 0311**