

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
TESLA MOTORS, INC.	01/20/2010
<b>RECEIVING PARTY DATA</b>	
Name:	MIDLAND LOAN SERVICES, INC.
Street Address:	10851 MASTIN, SUITE 700
City:	OVERLAND PARK
State/Country:	KANSAS
Postal Code:	66210
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12455198
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(650)493-6811
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650-496-7543
Email:	nbouch@wsgr.com
Correspondent Name:	WSGR, c/o Nancy Bouch, Senior Paralegal
Address Line 1:	650 Page Mill Road
Address Line 2:	FH 2-1 P10
Address Line 4:	Palo Alto, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	36729.012
NAME OF SUBMITTER:	Nancy Bouch
<b>Total Attachments: 4</b> source=Unpublished patent 118 - 12455198#page1.tif source=Unpublished patent 118 - 12455198#page2.tif source=Unpublished patent 118 - 12455198#page3.tif source=Unpublished patent 118 - 12455198#page4.tif	

CH \$40.00 12455198

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS (this "Notice"), dated as of January 20, 2010, made by and among TESLA MOTORS, INC., a Delaware corporation (the "Grantor") in favor of MIDLAND LOAN SERVICES, INC., as Collateral Trustee (the "Secured Party"; the Secured Party and the Grantor, collectively the "Parties").

WHEREAS, the Grantor is the owner of the issued patents and patent applications set forth on Schedule I attached hereto (collectively, the "Patents");

WHEREAS, pursuant to the terms and conditions of the Pledge and Security Agreement dated as of January 20, 2010, by and among the Parties and the other grantors party thereto (the "Security Agreement"), the Grantor granted to the Secured Party a security interest in, and lien on, certain intellectual property owned by the Grantor, including the Patents and all proceeds of the foregoing (collectively, the "Patent Collateral"); and

WHEREAS, pursuant to the Security Agreement, the Grantor agreed to execute and deliver to the Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "PTO") to confirm, evidence and record the security interest in the Patent Collateral granted pursuant to the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the Grantor hereby grants to the Secured Party a security interest in, and lien on, the Patent Collateral.

The Grantor hereby authorizes the PTO to file and record this Notice together with the annexed Schedule I.

The Parties hereby acknowledge and agree that the security interest in the Patent Collateral may only be terminated in accordance with the terms of the Security Agreement or upon their mutual consent.

This Notice may be executed in counterparts of the parties hereof, and each such counterpart shall be considered an original and all such counterparts shall constitute one and the same instrument. The parties may deliver such counterparts by facsimile or electronic transmission in Electronic Format. Each party hereto agrees to deliver a manually executed original promptly following such facsimile or electronic transmission.

THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

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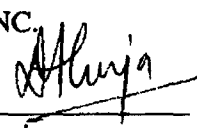
IN WITNESS WHEREOF, the undersigned has caused this Notice to be duly executed and delivered as of the date first above written.

TESLA MOTORS, INC.

By: \_\_\_\_\_

Name: Deepak Ahuja

Title: Chief Financial Officer




SIGNATURE PAGE TO NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

Doc#: US1:5834882v3  
SD-4A

PATENT  
REEL: 023843 FRAME: 0639

MIDLAND LOAN SERVICES, INC.,  
as Collateral Trustee

By:   
Name: Bradley J. Hauger  
Title: Senior Vice President

SIGNATURE PAGE TO NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

Doc#: US1:5834882v3  
SD-4A

**PATENT**  
**REEL: 023843 FRAME: 0640**

**TESLA MOTORS, INC.**

**Unpublished patent applications – United States**

#	App. No.
118	12/455,198