

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
TESLA MOTORS, INC.	03/28/2011
RECEIVING PARTY DATA	
Name:	MIDLAND LOAN SERVICES, INC.
Street Address:	10851 MASTIN, SUITE 700
City:	OVERLAND PARK
State/Country:	KANSAS
Postal Code:	66210
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12962851
CORRESPONDENCE DATA	
Fax Number:	(650)493-6811
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	WSGR, c/o Nancy Bouch, Senior Paralegal
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Address Line 2:	FH 2-1 P10
Address Line 4:	Palo Alto, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	36729.012
NAME OF SUBMITTER:	Nancy Bouch
Total Attachments: 6 source=Unpublished patent no 12962851#page1.tif source=Unpublished patent no 12962851#page2.tif source=Unpublished patent no 12962851#page3.tif source=Unpublished patent no 12962851#page4.tif source=Unpublished patent no 12962851#page5.tif source=Unpublished patent no 12962851#page6.tif	

CH \$40.00 12962851

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS (this "Notice"), dated as of March 28, 2011, made by and among Tesla Motors, Inc. (the "Grantor") in favor of PNC Bank, National Association, doing business as Midland Loan Services, as successor by merger with 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.

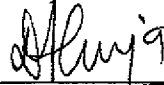
THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY 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]

PATENT
REEL: 026064 FRAME: 0956

MIDLAND LOAN SERVICES, INC.,
as Collateral Trustee

BY PNC BANK, NATIONAL ASSOCIATION,
AS AGENT FOR THE COLLATERAL TRUSTEE

By: BT

Name:

Title: **Bradley J. Hauger**
Senior Vice President
Servicing Officer

[SIGNATURE PAGE TO NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS]

PATENT
REEL: 026064 FRAME: 0957

Schedule I

Patents and Patent Applications

Patents – United States

Title	App. No./ Filing Date	Patent No./ Issue Date
Electric Vehicle Thermal Management System (Docket No. TES001D)	12/587,539/ 10/7/2009	7,841,431/ 11/30/2010
Voltage Estimation Feedback of Overmodulated Signal for an Electrical Vehicle (Docket No. TES059)	12/100,801/ 4/10/2008	7,821,224/ 10/26/2010
Centralized Multi-Zone Cooling for Increased Battery Efficiency	11/779,843/ 7/18/2007	7,890,218/ 2/15/2011
Varying Flux Versus Torque for Maximum Efficiency	12/044,426/ 3/07/2008	7,847,501/ 12/07/2010

[SCHEDULE I TO NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS]

PATENT
REEL: 026064 FRAME: 0958

Unpublished Patent Applications – United States

App. No.
12962851