

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Mr. Andreas Faass</td> <td>01/27/2012</td> </tr> <tr> <td>Mr. Eric Clough</td> <td>01/27/2012</td> </tr> </tbody> </table>		Name	Execution Date	Mr. Andreas Faass	01/27/2012	Mr. Eric Clough	01/27/2012
Name	Execution Date						
Mr. Andreas Faass	01/27/2012						
Mr. Eric Clough	01/27/2012						
RECEIVING PARTY DATA							
Name:	Tesla Motors, Inc.						
Street Address:	3500 Deer Creek Road						
City:	Palo Alto						
State/Country:	CALIFORNIA						
Postal Code:	94304						
PROPERTY NUMBERS Total: 1							
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13360643</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13360643		
Property Type	Number						
Application Number:	13360643						
CORRESPONDENCE DATA							
Fax Number:	(415)419-5523						
Phone:	(415) 419-5524						
Email:	mewoods@plomew.com						
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>							
Correspondent Name:	Patent Law Offices of Michael E. Woods						
Address Line 1:	16 Hazel CT						
Address Line 4:	San Rafael, CALIFORNIA 94901-5223						
ATTORNEY DOCKET NUMBER:	20109-7067						
NAME OF SUBMITTER:	Michael E. Woods						
<p>Total Attachments: 4        source=20109_7067_Assignment_EPAS#page1.tif        source=20109_7067_Assignment_EPAS#page2.tif        source=20109_7067_Assignment_EPAS#page3.tif        source=20109_7067_Assignment_EPAS#page4.tif</p>							

OP \$40.00 13360643

## ASSIGNMENT BY INVENTORS

**THIS ASSIGNMENT**, made by Andreas Faass and Eric Clough (hereinafter referred to as Assignors), residing at ; and , respectively;

**WHEREAS**, Assignors have invented certain new and useful improvements in BATTERY MODULE WITH INTEGRATED THERMAL MANAGEMENT SYSTEM, set forth in a Patent application for Letters Patent of the United States, filed herewith; and

**WHEREAS**, Tesla Motors, Inc., a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at 3500 Deer Creek Road, Palo Alto, California 94304 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

**AND** for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

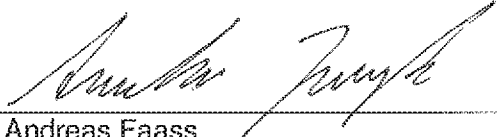
**AND** Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

PATENT LAW OFFICES OF MICHAEL E. WOODS

All practitioners at Customer Number 87785

**AND** Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: Jan 27 2012 Signature:   
Andreas Faass

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Eric Clough

PATENT LAW OFFICES OF MICHAEL E. WOODS

All practitioners at Customer Number 87785

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Andreas Faass

Date: 27<sup>th</sup> Jan 2012

Signature: \_\_\_\_\_

Eric Clough