

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| 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. Kurt Russell Kelty</td> <td>02/23/2012</td> </tr> <tr> <td>Mr. Clay Hajime Kishiyama</td> <td>02/24/2012</td> </tr> <tr> <td>Ms. Sarah G. Stewart</td> <td>02/28/2012</td> </tr> </tbody> </table> | | Name | Execution Date | Mr. Kurt Russell Kelty | 02/23/2012 | Mr. Clay Hajime Kishiyama | 02/24/2012 | Ms. Sarah G. Stewart | 02/28/2012 |
| Name | Execution Date | | | | | | | | |
| Mr. Kurt Russell Kelty | 02/23/2012 | | | | | | | | |
| Mr. Clay Hajime Kishiyama | 02/24/2012 | | | | | | | | |
| Ms. Sarah G. Stewart | 02/28/2012 | | | | | | | | |
| 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>13416251</td> </tr> </tbody> </table> | | Property Type | Number | Application Number: | 13416251 | | | | |
| Property Type | Number | | | | | | | | |
| Application Number: | 13416251 | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | |
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| Correspondent Name: | Patent Law Offices of Michael E. Woods | | | | | | | | |
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| ATTORNEY DOCKET NUMBER: | 20109-7068 | | | | | | | | |
| NAME OF SUBMITTER: | Michael E. Woods | | | | | | | | |
| Total Attachments: 4 source=20109_7068_Assignment_EPAS#page1.tif source=20109_7068_Assignment_EPAS#page2.tif source=20109_7068_Assignment_EPAS#page3.tif source=20109_7068_Assignment_EPAS#page4.tif | | | | | | | | | |

OP \$40.00 13416251

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by Kurt Russell Kelly; Clay Hajime Kishiyama; and Sarah G. Stewart (hereinafter referred to as Assignors), residing at 735 Homer Avenue, Palo Alto, California 94301; 88 17th Ave., #301, San Mateo, California 94402; and 636 Arkansas Street, San Francisco, California 94107, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in LOW TEMPERATURE FAST CHARGE, 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.

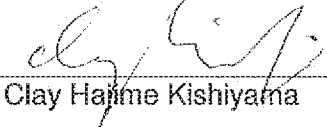
AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

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: 2/23/2012 Signature: 
Kurt Russell Kelty

Date: FEB 24, 2012 Signature: 
Clay Hajime Kishiyama

Date: _____ Signature: _____
Sarah G. Stewart

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: _____
Kurt Russell Kelly

Date: _____ Signature: _____
Clay Hajime Kishiyama

Date: 3/28/12 Signature: *Sarah G. Stewart*
Sarah G. Stewart