

## 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>Timothy P. Holme</td> <td>07/13/2012</td> </tr> <tr> <td>Freidrich B. Prinz</td> <td>07/13/2012</td> </tr> <tr> <td>Rainer Fashing</td> <td>07/13/2012</td> </tr> <tr> <td>Joseph Han</td> <td>07/13/2012</td> </tr> <tr> <td>Wes Hermann</td> <td>07/13/2012</td> </tr> <tr> <td>Jagdeep Singh</td> <td>07/13/2012</td> </tr> <tr> <td>Phil Reilly</td> <td>07/13/2012</td> </tr> </tbody> </table>		Name	Execution Date	Timothy P. Holme	07/13/2012	Freidrich B. Prinz	07/13/2012	Rainer Fashing	07/13/2012	Joseph Han	07/13/2012	Wes Hermann	07/13/2012	Jagdeep Singh	07/13/2012	Phil Reilly	07/13/2012
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Phil Reilly	07/13/2012																
RECEIVING PARTY DATA																	
Name:	QUANTUMSCAPE CORPORATION																
Street Address:	3087 N. First Street																
City:	San Jose																
State/Country:	CALIFORNIA																
Postal Code:	95134																
PROPERTY NUMBERS Total: 1																	
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>PCT Number:</td> <td>US2012046105</td> </tr> </tbody> </table>		Property Type	Number	PCT Number:	US2012046105												
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PCT Number:	US2012046105																
CORRESPONDENCE DATA																	
Fax Number:	(650)493-6811																
Phone:	650/4939300																
Email:	lvosburgh@wsgr.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:	Wilson Sonsini Goodrich & Rosati																
Address Line 1:	650 Page Mill Road																
Address Line 4:	Palo Alto, CALIFORNIA 94304																
ATTORNEY DOCKET NUMBER:	39919-701.601																

CH \$40.00 US2012046105

NAME OF SUBMITTER:

Lydia C. Vosburgh

**Total Attachments: 6**

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WHEREAS, the undersigned:

- |  |  |   |   |
|--|--|---|---|
| 1. HOLME, Timothy P.<br>2447 Thaddeus Drive<br>Mountain View, CA 94043 | 2. PRINZ, Freidrich B.<br>480 Las Pulgas Drive<br>Woodside, CA 94062 | 3. FASHING, Rainer<br>729 Bay Road<br>Mill Valley, CA 94941     | 4. HAN, Joseph<br>553 Lancaster Way<br>Redwood City, CA 94062 |
| 5. HERMANN, Wes<br>1004 Emerson Street<br>Palo Alto, CA 94301          | 6. SINGH, Jagdeep<br>115 Sierra Azule<br>Los Gatos, CA 95032         | 7. REILLY, Phil<br>6 Applewood Lane<br>Portola Valley, CA 94028 |   |

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

### SOLID STATE ENERGY STORAGE DEVICES

for which Application No. PCT/US2012/046105 was filed on July 10, 2012 in the U.S. Receiving Office of the Patent Cooperation Treaty, (hereinafter "Application(s)").

WHEREAS, QuantumScape Corporation, a corporation of the State of Delaware, having a place of business at 3087 N. First Street, San Jose, CA 95134, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions and said Applications, including the right to claim priority to said Inventions and said Applications; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.



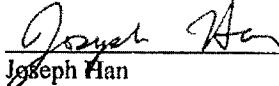
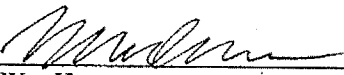
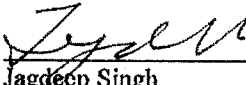
3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: <u>7-13-12</u>	<u></u> Timothy P. Holme	Date: _____	_____
			Freidrich B. Prinz
Date: <u>7-13-12</u>	<u></u> Rainer Fasching	Date: <u>7/13/12</u>	<u></u> Joseph Han
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Date: _____	_____		
	Phil Reilly		

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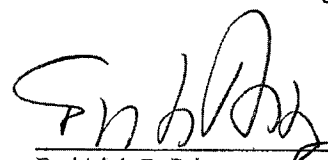
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