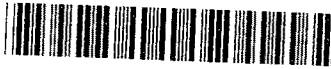


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Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Vincent G Johnston	09/03/2013
Curt R O'Donnell	08/30/2013

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

Property Type	Number
Application Number:	14017170

CORRESPONDENCE DATA

Fax Number:
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6506816672

Email: rsoderberg@teslamotors.com

Correspondent Name: Richard Soderberg

Address Line 1: 3500 Deer Creek Rd

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:

2013US0007

NAME OF SUBMITTER:

J Richard Soderberg

Signature:

/s/ richard soderberg reg. no. 43,352/

Date:

09/03/2013

Total Attachments: 3

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OP \$40.00 14017170

ASSIGNMENT

We, the undersigned (each), have agreed and hereby agree to assign for good and valuable consideration, receipt of which is hereby expressly acknowledged, and do hereby sell, assign and transfer unto **Tesla Motors, Inc.**, a corporation organized under the laws of the state of Delaware as Assignee, and its successors, assigns and legal representatives, the full and exclusive right for all countries in and to certain inventions relating to **HVAC SYSTEM WITH POSITIVE TEMPERATURE COEFFICIENT VARYING ALONG LENGTH OF HEAT ROD**, described in an application for Letters Patent, identified as Attorney Docket No. 2013US0007 and filed on September 3, 2013, as Application No. 14017170, and the invention(s) and improvement(s) set forth therein, and the entire right, title and interest to any and all continuation applications, continuation-in-part applications, divisional applications, and renewals of and substitutes for said application for said Letters Patent, and all the rights and privileges under any and all Letters Patent that may be granted therefor in any country, and any reissues, or reexaminations, or extensions of said Letters Patent. We hereby authorize insertion of a filing date and Application No. of this assignment after execution thereof.

We request that any and all Letters Patent for said inventions be issued to said Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

We agree that, when requested, we will, without charge to said Assignee but at its expense, take all rightful oaths; make, execute and deliver to the Assignee every paper, document, affidavit, statement or other instrument; and do all other acts which may be necessary, desirable or convenient for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in said Assignee, its successors, assigns and legal representatives or nominees. We agree to cooperate with reasonable requests by the Assignee in prosecution of patents for said inventions, before and after termination of our employment.

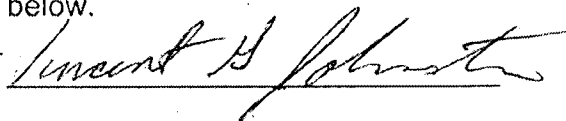
We authorize and empower said Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from us.

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International convention which may henceforth be substituted for it.

We covenant with said Assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that we have full right to convey the same as herein expressed.

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

IN WITNESS THEREOF, We have hereunto signed our names on the date set forth below.



Vincent G. Johnston

9-3-2013

Date

Curt R O'Donnell

Date

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International convention which may henceforth be substituted for it.


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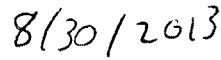
We acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

IN WITNESS THEREOF, We have hereunto signed our names on the date set forth below.

Vincent G. Johnston

Date





Curt R O'Donnell

Date