PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | | NEW ASSIGNMENT | | | | | |
|---|----------------------|----------------|-----------------------------------|----------------|--|--|--|
| NATURE OF CONVEYANCE: | | ASSIGNMENT | | | | | |
| CONVEYING PARTY DATA | | | | | | | |
| | | N | lame | Execution Date | | | |
| JEFFREY B. STRAUE | BEL | | | 08/01/2005 | | | |
| EUGENE BERDICHE | VSKY | 08/01/2005 | | | | | |
| DAVID LYONS | | 08/01/2005 | | | | | |
| THOMAS COLSON | | 08/01/2005 | | | | | |
| MARTIN EBERHARD | | 08/01/2005 | | | | | |
| | | 08/02/2005 | | | | | |
| ROBERT FERBER | | | | 09/01/2005 | | | |
| | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | |
| Name: | TESLA MOTORS, INC. | | | | | | |
| Street Address: | 3500 DEER CREEK ROAD | | | | | | |
| City: | PALO ALTO | | | | | | |
| State/Country: | | | | | | | |
| Postal Code: | 94304 | | | | | | |
| PROPERTY NUMBERS Total: 1 | | | | | | | |
| Property Type | | Number | | | | | |
| Application Number: | | 14192441 | | | | | |
| CORRESPONDENCE DATA | | | | | | | |
| Fax Number: | | | | | | | |
| Phone: 6506816672 | | | | | | | |
| Email: patents@teslamotors.com | | | | | | | |
| Correspondence will be sent via US Mail when the email attempt is unsuccessful. | | | | | | | |
| Correspondent Name: TESLA MOTORS, INC. Address Line 1: 3500 DEER CREEK ROAD | | | | | | | |
| Address Line 4: PALO ALTO, CALIFORNIA 94304 | | | | | | | |
| | | | | | | | |
| ATTORNEY DOCKET NUMBER: | | 2005C20003 | | | | | |
| 502700053 | | | PATENT REEL: 032317 FRAME: 032 | ·2 | | | |

| NAME OF SUBMITTER: | CHRISTINE M. MANCHESTER | | | |
|--|---------------------------|--|--|--|
| Signature: | /Christine M. Manchester/ | | | |
| Date: | 02/27/2014 | | | |
| Total Attachments: 2 source=ExecutedAssignmentUS#page1.tif source=ExecutedAssignmentUS#page2.tif | | | | |

ASSIGNMENT

For good and valuable consideration, receipt of which is hereby acknowledged, we, Jeffrey B. Straubel, Eugene Berdichevsky, David Lyons, Thomas Colson, Martin Eberhard, Ian Wright and Robert Ferber do hereby sell, assign and transfer unto Tesla Motors, Inc., a Delaware corporation having its principal place of business at 1050 Commercial Street, San Carlos, CA 94070 (the "Assignee"), and its successors and assigns, the entire title, interest and right, including the right of priority, in, to and under an application for Letters Patent of the United States, attorney docket number 1456, entitled, "METHOD AND APPARATUS FOR MOUNTING, COOLING, CONNECTING AND PROTECTING BATTERIES" filed by us with the United States Patent and Trademark Office on 5/12/2005, U.S. Serial Number 11/129,118 and the inventions and any of them therein set forth and described, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor or corresponding thereto;

and for the above consideration, upon request of the Assignee, its successors or assigns, we will promptly communicate any facts known to us respecting said application and the invention set forth therein, and will promptly execute and deliver without further compensation any power of attorney, assignment, application, whether original, continuation, divisional or reissue, or other papers which may be necessary or desirable fully to secure to the Assignee, its heirs, successors or assigns, the inventions and any of them described in said application and all patent rights therein, in the United States and in any country foreign thereto, and will promptly cooperate and assist in the prosecution of interference proceedings involving said inventions and in the adjudication and re-examination of said Letters Patent, provided the expenses which may be incurred by us in lending such cooperation and assistance be paid by the Assignee, its successors or assigns.

This Assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which taken together shall constitute one assignment.

| IN WITNESS WHEREOF | , we hereunto set our hand and sea | on the date set forth below. |
|--------------------|------------------------------------|------------------------------|
| Dated: 8/1/2005 | 33. Sull | \mathcal{O} |
| | Jeffrey B. Straubel | |
| Dated: 1 Aug 05 | A gump | |
| | Eugene Berdichevsky | |
| Dated: 1 AVC 05 | David yons | |
| Dated: 140605 | Frome | |
| | Thomas Colson | |
| Dated: 1 Ave os | mp | |
| | | |
| Dated: | lan Wright | 1 |
| N 1 C 9 | 1101 | |
| Dated: 15ept 2005 | Danenskewber | PATENT |

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and for the above consideration, upon request of the Assignee, its successors or assigns, we will promptly communicate any facts known to us respecting said application and the invention set forth therein, and will promptly execute and deliver without further compensation any power of attorney, assignment, application, whether original, continuation, divisional or reissue, or other papers which may be necessary or desirable fully to secure to the Assignee, its heirs, successors or assigns, the inventions and any of them described in said application and all patent rights therein, in the United States and in any country foreign thereto, and will promptly cooperate and assist in the prosecution of interference proceedings involving said inventions and in the adjudication and re-examination of said Letters Patent, provided the expenses which may be incurred by us in lending such cooperation and assistance be paid by the Assignee, its successors or assigns.

This Assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which taken together shall constitute one assignment.

IN WITNESS WHEREOF, we increased our band and seal on the date set forth below.

Jeffrey B. Straubel

Dated / Awy OS

Batel. I ASS OC

Dated: 14605

Dated.

Dated 8 2 05

Martin Eberhard

Thomas Colson

Dated

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