

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3221888

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SISOM THIN FILMS LLC	12/14/2012
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	QUANTUMSCAPE CORPORATION
<b>Street Address:</b>	3087 NORTH FIRST STREET
<b>City:</b>	SAN JOSE
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95134
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13998717
<b>Application Number:</b>	14121320
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Email:</b>	sguevara@kilpatricktownsend.com
<b>Correspondent Name:</b>	ERIC J. ZYLSTRA, PH.D.
<b>Address Line 1:</b>	KILPATRICK TOWNSEND & STOCKTON LLP
<b>Address Line 2:</b>	2 EMBARCADERO CENTER, EIGHTH FLOOR
<b>Address Line 4:</b>	SAN FRANCISCO, CALIFORNIA 94111-3834
<b>ATTORNEY DOCKET NUMBER:</b>	95232-004310US-930758
<b>NAME OF SUBMITTER:</b>	SVETLANA GUEVARA
<b>SIGNATURE:</b>	/Svetlana Guevara/
<b>DATE SIGNED:</b>	02/11/2015
<b>Total Attachments: 3</b>	
source=Assignemnt_SISOM to QuantumScape#page1.tif	
source=Assignemnt_SISOM to QuantumScape#page2.tif	
source=Assignemnt_SISOM to QuantumScape#page3.tif	

WHEREAS, SISOM THIN FILMS LLC (hereinafter "Assignor"), owns the entire right, title and interest in and to the inventions disclosed in the Application(s), and in and to all embodiments of the inventions, heretofore conceived, made or discovered (collectively hereinafter referred to as "Inventions"), for which:

for which Application No. 12/151,465 ("Zinc oxide film and method for making") was filed on May 7, 2008 in the United States Patent and Trademark Office;

for which Application No. 12/151,562 ("Film growth system and method") was filed on May 7, 2008 in the United States Patent and Trademark Office;

for which Application No. 12/462,146 ("Method for fabricating copper-containing ternary and quaternary chalcogenide thin films") was filed on July 30, 2009 in the United States Patent and Trademark Office;

for which Application No. 12/656,000 ("Film growth system and method") was filed on January 12, 2010 in the United States Patent and Trademark Office;

for which Application No. 60/940,797 ("Film Growth System and Method") was filed on May 30, 2007 in the United States Patent and Trademark Office;

for which Application No. 12/798,515 ("Method of Forming Solid State Electrolyte Having High Lithium Ion Conduction and Battery Incorporating Same") was filed on April 6, 2010 in the United States Patent and Trademark Office;

for which Application No. 12/798,519 ("Apparatus and method for depositing alkali metals") was filed on April 6, 2010 in the United States Patent and Trademark Office;

for which Application No. 12/798,510 ("Solid state electrolytes having high lithium ion conduction") was filed on April 6, 2010 in the United States Patent and Trademark Office;

for which Application No. 12/931,747 ("Method for Fabricating Copper-Containing Ternary and Quaternary Chalcogenide Thin Films") was filed on February 9, 2011 in the United States Patent and Trademark Office, which issued as U.S. Patent No. 8,225,744 on July 24, 2012;

for which Application No. 12/931,748 ("Zinc oxide film and method for making") was filed on February 9, 2011 in the United States Patent and Trademark Office;

for which Application No. 13/573,094 ("Method of forming solid state electrolyte having high lithium ion conduction and battery incorporating same") was filed on August 20, 2012 in the United States Patent and Trademark Office;

for which Application No. PCT/US11/00594 ("Apparatus and method for depositing alkali metals") was filed on April 4, 2011 in under the Patent Cooperation Treaty;

for which Application No. PCT/US11/00597 ("Method of Forming Solid State Electrolyte Having High Lithium Ion Conduction and Battery Incorporating Same") was filed on April 4, 2011 in under the Patent Cooperation Treaty;

for which Application No. PCT/US11/00599 ("Solid state electrolytes having high lithium ion conduction") was filed on April 4, 2011 in under the Patent Cooperation Treaty;

for which Application No. PCT/US10/02104 ("Method for Fabricating Copper-Containing Ternary and Quaternary Chalcogenide Thin Films") was filed on July 27, 2010 in under the Patent Cooperation Treaty, and having national phase entries CA2769529 (Canada), EP2010754812 (Europe), JP2012522808 (Japan) and KR1020127005178 (South Korea);

for which U.S. Patent No. 7,700,161 ("Film Growth System and Method") was issued on April 20, 2010;

for which U.S. Patent No. 7,793,611 ("Film Growth System and Method") was issued on September 14, 2010;

for which U.S. Patent No. 7,972,899 ("Method for Fabricating Copper-Containing Ternary and Quaternary Chalcogenide Thin Films") was issued on July 5, 2011;

for which Application No. 12/928,001 was filed on December 1, 2010 in the United States Patent and Trademark Office;

for which Application No. 13/317,963 was filed on November 1, 2011 in the United States Patent and Trademark Office;

for which Application No. 13/317,973 was filed on November 1, 2011 in the United States Patent and Trademark Office; and

for which Application No. PCT/US11/01945 was filed on November 30, 2011 in under the Patent Cooperation Treaty,

(hereinafter "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, Quantumscape Corporation, a corporation of the State of Delaware, having a place of business at 3087 North 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 thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

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

1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; and (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing.

2. Said Assignor hereby covenants and agrees 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 the Assignor 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 the parties (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said 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.

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 the Assignor, its successors, assigns and other legal representatives.

4. Said Assignor hereby warrants, represents and covenants that said Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Assignor 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 Assignor has executed and delivered this instrument to said Assignee as of the date written below.

ASSIGNOR

ASSIGNMENT		Docket Number 39919-700
IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee as of the date written below.		
Date: <u>12/14/12</u>	ASSIGNOR	<u>[Signature]</u>
	By:	Name: <u>CHAS R NELSON</u>
		Title: <u>CEO</u>
RECEIVED AND AGREED TO BY ASSIGNEE:	By:	<u>[Signature]</u>
Date: _____		Name: _____
		Title: _____