

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3772237

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MALCOLM KIMBERLEY	01/26/2016
RECEIVING PARTY DATA		
Name:	SOLARCITY CORPORATION	
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City:	SAN MATEO	
State/Country:	CALIFORNIA	
Postal Code:	94402	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14986033
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ATTORNEY DOCKET NUMBER:	P169-2NUS	
NAME OF SUBMITTER:	PATRICIA CALDWELL	
SIGNATURE:	/Patricia Caldwell/	
DATE SIGNED:	03/07/2016	
Total Attachments: 3		
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PATENT APPLICATION ASSIGNMENT

WHEREAS, the undersigned, **Tyrus Hudson, Martin Seery, River Broussard, and Malcolm Kimberley**, (hereinafter termed "Inventor(s)"), has invented certain new and useful improvements in:

**PHOTOVOLTAIC MOUNTING RAIL CONNECTOR WITH DROP-DOWN
CONNECTION TO FIRST PHOTOVOLTAIC MODULE AND SLIDE-IN
CONNECTION TO SECOND PHOTOVOLTAIC MODULE**

and has executed a declaration for an application for a United States Patent disclosing and identifying the invention, said application having Application Number **14/986,033** and filed on **December 31, 2015**.

WHEREAS SolarCity Corporation (hereinafter termed "Assignee"), a corporation of the State of Delaware having a principle place of business at 3055 Clearview Way, San Mateo, CA 94402 wishes to acquire the entire right, title and interest in and to the above-referenced application and the inventions and improvements and all intellectual property disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by Inventor(s) including without limitation any innovation, information, invention, discovery, product, process, work or design disclosed or shown in the application (all collectively hereinafter termed "the invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries on the invention (including patent, utility model and industrial designs).

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

1. Assignment of Rights: Inventor(s) hereby sell, assign, transfer and convey unto Assignee or its successors or Assigns, the entire right, title and interest in the United States and throughout the world in and to (collectively, the "Patent Rights"):

- (a) the above-referenced patent application and the invention disclosed therein;
- (b) all applications filed on the invention and any and all patents, certificates of invention or other governmental grants granted in the United States or any other country in the world on an invention disclosed and described in the above-referenced application including without limitation, any provisional, non-provisional, divisional, continuation, continuation-in-part, design, industrial design, substitution, or application for other rights based in whole or in part on the above-referenced patent application;
- (c) all reissues, reexaminations, extensions, post-grant reviews, inter partes reviews, or renewals of any item in any of the foregoing categories (a) and (b);
- (d) the right to claim any applicable priority rights and apply for patents, patent applications, certificates of invention and other governmental grants in any and all countries of the world arising from any item in any of the foregoing categories (a) through (c) under the terms of any applicable conventions, treaties, statutes, or regulations, including the right to

apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention; and

(e) the right and power to petition, sue, or otherwise seek and recover damages, profits, royalties, and any other remedy (monetary, injunctive, declaratory, or other) in the United States and anywhere throughout the world for any past, present, and future infringement thereof, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relating to, the above-referenced patent application and the invention disclosed therein, any item in any of the foregoing categories (b) through (d), and/or any license agreement, contract, or other matter relating thereto.

2. Further Assurances: Inventor(s) hereby covenants and agrees, without any additional consideration therefor, to cooperate with Assignee to enable Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and throughout the world. Such cooperation by Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by Assignee (a) for perfecting in Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for filing and prosecuting any of the Patent Rights; (d) for interference or other priority proceedings involving any of the Patent Rights; and (g) for legal proceedings involving the Patent Rights including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions.

3. Successors and Assigns: The terms and covenants of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and will be binding upon Inventor(s), Inventor(s)'s heirs, legal representatives and assigns.

4. Warranties and Representations: Inventor(s) hereby warrants and represents that Inventor(s) has the full right to convey the entire interest in the Patent Rights and has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Recordings: An executed copy of this Agreement may be filed with the United States Patent and Trademark Office or in the patent office of any other country or region, as applicable, by Assignee or Inventor(s) at any time.

6. Governing Law: This Agreement shall be governed in accordance with the laws of the State of California. Any dispute, controversy or legal proceeding regarding this Assignment shall be resolved and adjudicated in the Courts of the State of California.

7. Authorization: Said inventor(s) hereby authorizes Kilpatrick Townsend & Stockton LLP to insert above the application number and filing date of the above-described patent application when known.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, Inventor(s) has executed this instrument on the date of acknowledgement as given below and delivered this instrument to Assignee.

Tyrus Hudson

Date

Martin Seery

Date

River Broussard

Date


Malcolm Kimberley

26/1/16.
Date