

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
LARRY BECK	01/09/2018
CHENG-CHIEH CHAO	01/09/2018
LEI CHENG	01/26/2018
NIALL DONNELLY	01/16/2018
WILLIAM H. GARDNER	01/09/2018
TIM HOLME	01/09/2018
WILL HUDSON	01/09/2018
SRIRAM IYER	01/26/2018
OLEH KARPENKO	01/24/2018
YANG LI	01/16/2018
GENGFU XU	01/22/2018

RECEIVING PARTY DATA

Name:	QUANTUMSCAPE CORPORATION
Street Address:	1730 TECHNOLOGY DRIVE
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95110

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16621659

CORRESPONDENCE DATA**Fax Number:** (415)393-9887*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.***Phone:** 4159540200**Email:** sfripdocket@squirepb.com**Correspondent Name:** SQUIRE PATTON BOGGS (US) LLP**Address Line 1:** 275 BATTERY STREET, SUITE 2600**Address Line 4:** SAN FRANCISCO, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	114826.00355
NAME OF SUBMITTER:	TODD OSTOMEL
SIGNATURE:	/ToddOstomelReg63426/
DATE SIGNED:	12/11/2019

Total Attachments: 11

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ASSIGNMENT

WHEREAS, I, Lei CHENG, ASSIGNOR, citizen of the People's Republic of China, with a mailing address at 1730 Technology Drive, San Jose, California, 95110, in relation to the invention for which an application for patent has been filed on June 23, 2017 as International Patent Application No. PCT/US2017/039069 (Docket No. 114826.00252), entitled LITHIUM BATTERY ELECTROLYTE WITH PHASE INCLUSIONS,

and WHEREAS, QuantumScape Corporation, a corporation organized and existing under the laws of the state of Delaware, and having an office for the transaction of business at 1730 Technology Drive, San Jose, California, 95110, herein referred to as "ASSIGNEE," is desirous of obtaining my entire right, title and interest in, to and under the said invention and the said application.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I, the said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, my entire right, title and interest in, to and under the said invention, and the said application and all applications claiming priority thereto and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

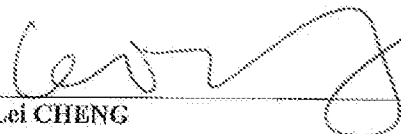
AND I HEREBY authorize and request the Commissioner for Patents and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND I HEREBY covenant and agree that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith;

AND I HEREBY further covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal the day and year set opposite my respective signature.

Date 01/26/2018



Lei CHENG L.S.

Date 01/26/2018

Mark A. [unclear] Mark E. [unclear], Jr.
Witness (sign and print name)

Date 01/26/2018

Chy-Ci-Cu CHENG-CHIEH CHAO
Witness (sign and print name)

ASSIGNMENT

WHEREAS, I, **Sriram IYER**, ASSIGNOR, citizen of the United States, with a mailing address at 1730 Technology Drive, San Jose, California, 95110, in relation to the invention for which an application for patent has been filed on **June 23, 2017** as International Patent Application No. **PCT/US2017/039069** (Docket No. 114826.00252), entitled **LITHIUM BATTERY ELECTROLYTE WITH PHASE INCLUSIONS**,

and WHEREAS, **QuantumScape Corporation**, a corporation organized and existing under the laws of the state of Delaware, and having an office for the transaction of business at 1730 Technology Drive, San Jose, California, 95110, herein referred to as "ASSIGNEE," is desirous of obtaining my entire right, title and interest in, to and under the said invention and the said application.

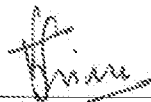

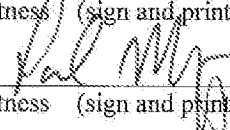
NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I, the said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, my entire right, title and interest in, to and under the said invention, and the said application and all applications claiming priority thereto and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND I HEREBY authorize and request the Commissioner for Patents and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND I HEREBY covenant and agree that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith;

AND I HEREBY further covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal the day and year set opposite my respective signature.

Date	<u>1/26/2018</u>		_____ Sriram IYER	L.S.
Date	<u>1-26-18</u>		_____ Tim Holme	Witness (sign and print name)
Date	<u>1-26-18</u>		_____ Paul Marzocco	Witness (sign and print name)

ASSIGNMENT

WHEREAS, I, Oleh KARPENKO, ASSIGNOR, citizen of the United States, with a mailing address at 1301 Rimrock Drive, San Jose, California, 95120, in relation to the invention for which an application for patent has been filed on June 23, 2017 as International Patent Application No. PCT/US2017/039069 (Docket No. 114826.00252), entitled LITHIUM BATTERY ELECTROLYTE WITH PHASE INCLUSIONS,

and WHEREAS, QuantumScape Corporation, a corporation organized and existing under the laws of the state of Delaware, and having an office for the transaction of business at 1730 Technology Drive, San Jose, California, 95110, herein referred to as "ASSIGNEE," is desirous of obtaining my entire right, title and interest in, to and under the said invention and the said application.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I, the said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, my entire right, title and interest in, to and under the said invention, and the said application and all applications claiming priority thereto and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof.

AND I HEREBY authorize and request the Commissioner for Patents and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

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AND I HEREBY further covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal the day and year set opposite my respective signature.

Date JAN. 24, 2018  L.S.
Oleh KARPENKO

Date 24 JAN. 2018  MADHUR. S. SACHAN
(Witness (sign and print name))

Date 01.24.2018  Tom-Shun Yang
(Witness (sign and print name))

ASSIGNMENT

WHEREAS, I, Niall DONNELLY, ASSIGNOR, citizen of the United Kingdom, with a mailing address at 1730 Technology Drive, San Jose, California, 95110, in relation to the invention for which an application for patent has been filed on June 23, 2017 as International Patent Application No. PCT/US2017/039069 (Docket No. 114826.00252), entitled LITHIUM BATTERY ELECTROLYTE WITH PHASE INCLUSIONS,

and WHEREAS, QuantumScape Corporation, a corporation organized and existing under the laws of the state of Delaware, and having an office for the transaction of business at 1730 Technology Drive, San Jose, California, 95110, herein referred to as "ASSIGNEE," is desirous of obtaining my entire right, title and interest in, to and under the said invention and the said application.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I, the said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, my entire right, title and interest in, to and under the said invention, and the said application and all applications claiming priority thereto and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal the day and year set opposite my respective signature.

Date	<u>1/16/18</u>	<u>Niall Donnelly</u>	L.S.
		Niall DONNELLY	
Date	<u>1-16-18</u>	<u>Tim Holme</u>	
		Tim Holme	
		Witness (sign and print name)	
Date	<u>1-16-18</u>	<u>Doris Dittke</u>	
		Doris Dittke	
		Witness (sign and print name)	

ASSIGNMENT

WHEREAS, I, **Gengfu XU**, ASSIGNOR, citizen of the United States, with a mailing address at 1730 Technology Drive, San Jose, California, 95110, in relation to the invention for which an application for patent has been filed on **June 23, 2017** as International Patent Application No. **PCT/US2017/039069** (Docket No. 114826.00252), entitled **LITHIUM BATTERY ELECTROLYTE WITH PHASE INCLUSIONS**,

and WHEREAS, **QuantumScape Corporation**, a corporation organized and existing under the laws of the state of Delaware, and having an office for the transaction of business at 1730 Technology Drive, San Jose, California, 95110, herein referred to as "ASSIGNEE," is desirous of obtaining my entire right, title and interest in, to and under the said invention and the said application.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I, the said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, my entire right, title and interest in, to and under the said invention, and the said application and all applications claiming priority thereto and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

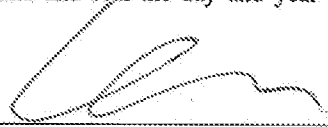
AND I HEREBY authorize and request the Commissioner for Patents and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND I HEREBY covenant and agree that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith;

AND I HEREBY further covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

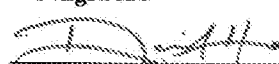
IN TESTIMONY WHEREOF, I hereunto set my hand and seal the day and year set opposite my respective signature.

Date 11/22/2018




Gengfu XU L.S.

Date 1/22/18



Witness (sign and print name)

Date 1/22/18



Witness (sign and print name)

ASSIGNMENT

WHEREAS, I, **Tim HOLME**, ASSIGNOR, citizen of the United States of America, with a mailing address at 1730 Technology Drive, San Jose, California, 95110, in relation to the invention for which an application for patent has been filed on **June 23, 2017** as International Patent Application No. **PCT/US2017/039069** (Docket No. 114826.00252), entitled **LITHIUM BATTERY ELECTROLYTE WITH PHASE INCLUSIONS**,

and WHEREAS, **QuantumScape Corporation**, a corporation organized and existing under the laws of the state of Delaware, and having an office for the transaction of business at 1730 Technology Drive, San Jose, California, 95110, herein referred to as "ASSIGNEE," is desirous of obtaining my entire right, title and interest in, to and under the said invention and the said application.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I, the said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, my entire right, title and interest in, to and under the said invention, and the said application and all applications claiming priority thereto and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal the day and year set opposite my respective signature.

Date 1-9-2018

Tim Holme L.S.
Tim HOLME

Date 1/9/2018

William H. Gardner
Witness (sign and print name)

Date 1/9/2018

Kennedy McCone
Witness (sign and print name)

ASSIGNMENT

WHEREAS, I, **William H. GARDNER**, ASSIGNOR, citizen of the United States, with a mailing address at 1730 Technology Drive, San Jose, California, 95110, in relation to the invention for which an application for patent has been filed on **June 23, 2017** as International Patent Application No. **PCT/US2017/039069** (Docket No. 114826.00252), entitled **LITHIUM BATTERY ELECTROLYTE WITH PHASE INCLUSIONS**,

and WHEREAS, **QuantumScape Corporation**, a corporation organized and existing under the laws of the state of Delaware, and having an office for the transaction of business at 1730 Technology Drive, San Jose, California, 95110, herein referred to as "ASSIGNEE," is desirous of obtaining my entire right, title and interest in, to and under the said invention and the said application.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I, the said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, my entire right, title and interest in, to and under the said invention, and the said application and all applications claiming priority thereto and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal the day and year set opposite my respective signature.

Date 1/9/2018



L.S.
William H. GARDNER

Date 1/9/2018

Kennedy, McLean KENNEDY McLEANE
Witness (sign and print name)

Date 1-9-2018

Tim Holme Tim Holme
Witness (sign and print name)

ASSIGNMENT

WHEREAS, I, **Larry BECK**, ASSIGNOR, citizen of the United States of America, with a mailing address at 1730 Technology Drive, San Jose, California, 95110, in relation to the invention for which an application for patent has been filed on **June 23, 2017** as International Patent Application No. **PCT/US2017/039069** (Docket No. 114826.00252), entitled **LITHIUM BATTERY ELECTROLYTE WITH PHASE INCLUSIONS**,

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal the day and year set opposite my respective signature.

Date 1/9/2018

Larry Beck L.S.
Larry BECK

Date 01/09/2019

Clarissa Yaw
Witness (sign and print name)

Date 1/9/2018

Aram Yang
Witness (sign and print name)

ASSIGNMENT

WHEREAS, I, **Cheng-Chieh CHAO**, ASSIGNOR, citizen of Taiwan, with a mailing address at 1730 Technology Drive, San Jose, California, 95110, in relation to the invention for which an application for patent has been filed on **June 23, 2017** as International Patent Application No. **PCT/US2017/039069** (Docket No. 114826.00252), entitled **LITHIUM BATTERY ELECTROLYTE WITH PHASE INCLUSIONS**,

and WHEREAS, **QuantumScape Corporation**, a corporation organized and existing under the laws of the state of Delaware, and having an office for the transaction of business at 1730 Technology Drive, San Jose, California, 95110, herein referred to as "ASSIGNEE," is desirous of obtaining my entire right, title and interest in, to and under the said invention and the said application.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I, the said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, my entire right, title and interest in, to and under the said invention, and the said application and all applications claiming priority thereto and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND I HEREBY authorize and request the Commissioner for Patents and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND I HEREBY covenant and agree that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith;

AND I HEREBY further covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal the day and year set opposite my respective signature.

Date 1/9/2018

Cheng-Chieh CHAO L.S.
Cheng-Chieh CHAO

Date 1/9/2018

Abel Yap
Witness (sign and print name)

Date 1/9/2018

Tsuny Huang
Witness (sign and print name)

ASSIGNMENT

WHEREAS, I, **Will HUDSON**, ASSIGNOR, citizen of the United States, with a mailing address at 1730 Technology Drive, San Jose, California, 95110, in relation to the invention for which an application for patent has been filed on **June 23, 2017** as International Patent Application No. **PCT/US2017/039069** (Docket No. 114826.00252), entitled **LITHIUM BATTERY ELECTROLYTE WITH PHASE INCLUSIONS**,

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NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I, the said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, my entire right, title and interest in, to and under the said invention, and the said application and all applications claiming priority thereto and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND I HEREBY authorize and request the Commissioner for Patents and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

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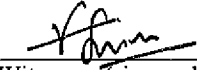
IN TESTIMONY WHEREOF, I hereunto set my hand and seal the day and year set opposite my respective signature.

Date 01/09/2018



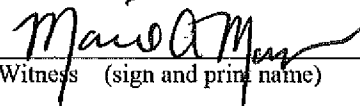
WILL HUDSON L.S.

Date 01/09/2018



Witness (sign and print name)

Date 01/09/2018



Witness (sign and print name)

ASSIGNMENT

WHEREAS, I, **Yang LI**, ASSIGNOR, citizen of the People's Republic of China, with a mailing address at 1730 Technology Drive, San Jose, California, 95110, in relation to the invention for which an application for patent has been filed on **June 23, 2017** as International Patent Application No. **PCT/US2017/039069** (Docket No. 114826.00252), entitled **LITHIUM BATTERY ELECTROLYTE WITH PHASE INCLUSIONS**,

and WHEREAS, **QuantumScape Corporation**, a corporation organized and existing under the laws of the state of Delaware, and having an office for the transaction of business at 1730 Technology Drive, San Jose, California, 95110, herein referred to as "ASSIGNEE," is desirous of obtaining my entire right, title and interest in, to and under the said invention and the said application.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I, the said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, my entire right, title and interest in, to and under the said invention, and the said application and all applications claiming priority thereto and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND I HEREBY authorize and request the Commissioner for Patents and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND I HEREBY covenant and agree that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith;

AND I HEREBY further covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal the day and year set opposite my respective signature.

Date 01/16/2018

Yang Li Yang Li L.S.
Yang LI

Date 1/16/18

Tony Phan Tony Phan
Witness (sign and print name)

Date 1/16/18

HAI DRAKE NGUYEN
Witness (sign and print name)