

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TESLA MOTORS, INC.		02/14/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	ELON MUSK REVOCABLE TRUST DATED JULY 22, 2003, as the Representative Secured Party		
Street Address:	1105 Bel Air Place		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90077		
Entity Type:	TRUST:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3269364	TESLA ROADSTER	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	043482-0002		
NAME OF SUBMITTER:	Kristin J. Azcona		
Signature:	/kja/		
Date:	02/14/2008		

OP \$40.00 3269364

Total Attachments: 4

source=Tesla Trademark Agreement#page1.tif

source=Tesla Trademark Agreement#page2.tif

source=Tesla Trademark Agreement#page3.tif

source=Tesla Trademark Agreement#page4.tif

Tesla Motors, Inc.

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of February 14, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), by Tesla Motors, Inc., a Delaware corporation (the "Pledgor"), in favor of Elon Musk Revocable Trust Dated July 22, 2003 (the "Representative Secured Party") on behalf of the Secured Parties identified in that certain Security Agreement of even date herewith between Pledgor, Representative Secured Party and the other Parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WITNESSETH:

WHEREAS, the Pledgor is party to the Security Agreement in favor of the Representative Secured Party pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Purchase Agreement (as defined in the Security Agreement), the Pledgor hereby agrees with the Representative Secured Party as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Representative Secured Party for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Pledgor:

- (a) trademarks of the Pledgor listed on Schedule I attached hereto (the "Trademarks");
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted to the extent a security interest is granted to the Representative Secured Party pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of each party with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Representative Secured Party shall otherwise determine. Nothing in this Trademark Security

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

Tesla Motors, Inc.

By: 

Name: ZEEV DRORI
Title: PRESIDENT, CEO

Accepted and Agreed:

Elon Musk, as Trustee of the
ELON MUSK REVOCABLE TRUST DATED JULY 22, 2003,
as Representative Secured Party

By: _____

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

Tesla Motors, Inc.

By: _____
Name: Ze'ev Drori
Title: Chief Executive Officer

Accepted and Agreed:

Elon Musk, as Trustee of the
ELON MUSK REVOCABLE TRUST DATED JULY 22, 2003,
as Representative Secured Party

By:  _____

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Pledgor	3269364	TESLA ROADSTER

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Pledgor	78/565103	TESLA MOTORS
Pledgor	5678479	TESLA
Pledgor	5678602	TESLA AND DESIGN 