

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elon Musk, Trustee of the Elon Musk Revocable Trust Dated July 22, 2003, as Representative Secured Party		05/26/2009	TRUSTEE: UNITED STATES
RECEIVING PARTY DATA			
Name:	Tesla Motors, Inc.		
Street Address:	1050 Bing Street		
City:	San Carlos		
State/Country:	CALIFORNIA		
Postal Code:	94070		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78565103	TESLA MOTORS	
Registration Number:	3269364	TESLA ROADSTER	
CORRESPONDENCE DATA			
Fax Number:	(650)493-6811		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-496-7543		
Email:	nbouch@wsgr.com		
Correspondent Name:	WSGR c/o Nancy Bouch, Sr. Paralegal		
Address Line 1:	650 Page Mill Road		
Address Line 2:	FH 2-1 P 10		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	36729.012		
NAME OF SUBMITTER:	Nancy Bouch		

CH \$65.00 78565103

TRADEMARK

900134765

REEL: 003993 FRAME: 0289

Signature:	/s/Nancy Bouch
Date:	05/26/2009
Total Attachments: 2 source=Tesla TM filing#page1.tif source=Tesla TM filing#page2.tif	

**TERMINATION OF SECURITY INTEREST IN
TRADEMARKS**

This Termination of Security Interest in Trademarks (the "Termination"), dated as of May 26, 2009, is executed by Elon Musk, Trustee of the Elon Musk Revocable Trust Dated July 22, 2003, as Representative Secured Party (the "Representative Secured Party"), in favor of Tesla Motors, Inc., a Delaware corporation (together with its successors and assigns, the "Pledgor").

RECITALS

A. In connection with that certain Security Agreement, dated as of February 14, 2008 as amended and restated by that certain Amended and Restated Security Agreement, dated as of December 24, 2008 (the "Security Agreement"), between Pledgor, Representative Secured Party and the other Secured Parties party thereto, the Pledgor and Representative Secured Party entered into a Trademark Security Agreement, dated as of February 14, 2008 (the "Trademark Security Agreement").

B. The Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on February 14, 2008, at Reel/Frame 3719/0833 to evidence the security interest granted under the Trademark Security Agreement.

C. The Security Agreement has been terminated in accordance with that certain Note Election, Consent and Waiver, effective as of May 11, 2009 (the "Consent"), executed by the Holders party thereto, including the Major Holders (as such terms are defined therein). In connection with such termination, Representative Secured Party has been authorized and instructed by the Holders party to the Consent, which include the Major Holders, pursuant to Section G of the Consent, to terminate of record its security interest in the Trademarks (as defined below) as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Representative Secured Party expressly terminates of record its security interest in, to and under the following (collectively, the "Trademarks").

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

Representative Secured Party authorizes and requests that the Commissioner for Patents and Trademarks and any other governmental officer record this Termination.

IN WITNESS WHEREOF, Representative Secured Party has executed and delivered this Termination as of the day and year first above written.

**Elon Musk, as Trustee of the
Elon Musk Revocable Trust Dated July 22, 2003,
as Representative Secured Party**

By: 
Elon Musk, Trustee

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 