

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |                   |
|-----------------------|-------------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name               | Formerly | Execution Date | Entity Type           |
|--------------------|----------|----------------|-----------------------|
| Tesla Motors, Inc. |          | 01/20/2010     | CORPORATION: DELAWARE |

**RECEIVING PARTY DATA**

|                 |                             |
|-----------------|-----------------------------|
| Name:           | Midland Loan Services, Inc. |
| Street Address: | 10851 Mastin, Suite 700     |
| City:           | Overland Park               |
| State/Country:  | KANSAS                      |
| Postal Code:    | 66210                       |
| Entity Type:    | CORPORATION: DELAWARE       |

**PROPERTY NUMBERS Total: 7**

| Property Type        | Number   | Word Mark      |
|----------------------|----------|----------------|
| Serial Number:       | 77701341 | MODEL S        |
| Serial Number:       | 77785858 | T              |
| Registration Number: | 3684466  | TESLA MOTORS   |
| Serial Number:       | 77785919 | TESLA          |
| Serial Number:       | 77785934 | TESLA T        |
| Registration Number: | 3403726  | TESLA MOTORS   |
| Registration Number: | 3269364  | TESLA ROADSTER |

**CORRESPONDENCE DATA**

Fax Number: (212)492-0603  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2123733603  
 Email: lsilber@paulweiss.com, hranucci@paulweiss.com  
 Correspondent Name: Lindsay N. Silber  
 Address Line 1: 1285 Avenue of the Americas  
 Address Line 2: c/o Paul, Weiss, LLP

CH \$190.00 77701341

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 19051-006

NAME OF SUBMITTER: Lindsay N. Silber

Signature: /lindsaynsilber/

Date: 01/20/2010

Total Attachments: 5  
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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Notice"), dated as of January 20, 2010, made by and among TESLA MOTORS, INC., a Delaware corporation (the "Grantor") in favor of MIDLAND LOAN SERVICES, INC., as Collateral Trustee (the "Secured Party"; the Secured Party and the Grantor, collectively the "Parties").

WHEREAS, the Grantor is the owner of the trademark and service mark registrations and the trademark and service mark applications set forth on Schedule I attached hereto (collectively, the "Trademarks");

WHEREAS, pursuant to the terms and conditions of the Pledge and Security Agreement dated as of January 20, 2010, by and among the Parties and the other grantors party thereto (the "Security Agreement"), the Grantor granted to the Secured Party a security interest in, and lien on, certain intellectual property owned by the Grantor, including the Trademarks and all proceeds of the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to the Security Agreement, the Grantor agreed to execute and deliver to the Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "PTO") to confirm, evidence and record the security interest in the Trademark Collateral granted pursuant to the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the Grantor hereby grants to the Secured Party a security interest in, and lien on, the Trademark Collateral, *provided* that the grant of security interest shall not include any Trademark that may be deemed invalidated, canceled, unenforceable or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such Trademark.

The Grantor hereby authorizes the PTO to file and record this Notice together with the annexed Schedule I.

The Parties hereby acknowledge and agree that the security interest in the Trademark Collateral may only be terminated in accordance with the terms of the Security Agreement or upon their mutual consent.

This Notice may be executed in counterparts of the parties hereof, and each such counterpart shall be considered an original and all such counterparts shall constitute one and the same instrument. The parties may deliver such counterparts by facsimile or electronic transmission in Electronic Format. Each party hereto agrees to deliver a manually executed original promptly following such facsimile or electronic transmission.

THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES  
HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN

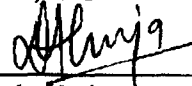
ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has caused this Notice to be duly executed and delivered as of the date first above written.

TESLA MOTORS, INC.

By: \_\_\_\_\_



Name: Deepak Ahuja

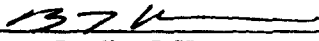
Title: Chief Financial Officer

SIGNATURE PAGE TO NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

Doc#: US1:5834885v4  
SD-5A

TRADEMARK  
REEL: 004134 FRAME: 0442

MIDLAND LOAN SERVICES, INC.,  
as Collateral Trustee

By:   
Name: Bradley J. Hauger  
Title: Senior Vice President

SIGNATURE PAGE TO NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

Doc#: US1 5834885v4  
SD-5A

TRADEMARK  
REEL: 004134 FRAME: 0443

**Schedule I****Trademark Registrations and Applications**

| <b>Trademark</b>            | <b>Application/<br/>Registration No.</b> | <b>Application/ Registration Date</b> |
|-----------------------------|--|---------------------------------------|
| MODEL S                     | App. No. 77/701,341                      | Application date 27 Mar. 2009         |
| T Design                    | App. No. 77/785,858                      | Application date 21 July 2009         |
| TELSA MOTORS                | Reg. No. 3,684,466                       | Registered 15 Sept. 2009              |
| TESLA (stylized)            | App. No. 77/785,919                      | Application date 21 July 2009         |
| TESLA and T in Crest Design | App. No. 77/785,934                      | Application date 21 July 2009         |
| TESLA MOTORS                | Reg. No. 3,403,726                       | Registered 25 Mar. 2008               |
| TESLA ROADSTER              | Reg. No. 3,269,364                       | Registered 24 July 2007               |

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