

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6515961

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SPRINGPOWER INTERNATIONAL INC.	09/03/2020
RECEIVING PARTY DATA	
Name:	TESLA, INC.
Street Address:	3500 DEER CREEK ROAD
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94304
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	62899677
Application Number:	62951735
Application Number:	16976788
Application Number:	62652516
PCT Number:	US2020050485
PCT Number:	CA2019050403
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<i>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.</i>	
Phone:	9497600404
Email:	Efiling@knobbe.com
Correspondent Name:	KNOBBE MARTENS OLSON AND BEAR LLP
Address Line 1:	2040 MAIN STREET
Address Line 2:	14TH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	TSLA.000GEN
NAME OF SUBMITTER:	DANIEL A KAMKAR
SIGNATURE:	/Daniel Kamkar/
DATE SIGNED:	01/26/2021

Total Attachments: 5

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ASSIGNMENT OF PATENTS

BETWEEN :

SPRINGPOWER INTERNATIONAL INC., a corporation existing under the laws of Ontario, having a principal place of business at 202-2222 South Sheridan Way, Mississauga, Ontario, Canada, L5J 2M4

(the “**Assignor**”)

- and -

TESLA, INC., a corporation existing under the laws of Delaware, having a principal place of business at 3500 Deer Creek Road, Palo Alta, California, United States, 94304

(the “**Assignee**”)

DATED as of September 3, 2020 (the “**Effective Date**”)

CONTEXT:

- A.** The Assignor is the owner of all patents and patent applications that are set out in **Exhibit A** to this Assignment (the “**Patents**”).
- B.** The Assignor desires to transfer the entire ownership of the Patents and related intellectual property rights as noted herein to the Assignee and the Assignee desires to be the owner of such Patents and intellectual property rights.

THEREFORE, for \$3.00 and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.1 Assignment

1.1.1 Assignor does hereby confirm that Assignor has transferred, sold, set-over, conveyed and assigned and by way of further assurance does hereby transfer, sell, set-over, convey and assign to the Assignee for their benefit and the benefit of Assignee’s successors, assigns, nominees or other legal representatives, any and all of Assignor’s respective rights, title and interest in any jurisdiction, country or countries, including but not limited to any PCT application(s), and national phase application(s), to:

- 1.1.1.1 the Patents and all continuations, continuations-in-part, divisions, renewals, extensions, supplementary extension certificates, disclaimers and reissues of any of the Patents;
- 1.1.1.2 all letters patent which may be granted with respect to patent applications that form part of the Patents;
- 1.1.1.3 all inventions described in the Patents or in any of the foregoing and any and all patent applications and granted patents related or arising therefrom (including the Patents) and including any design registrations, utility model registrations and all other forms of protection, ancillary and other rights and titles relating to the invention;

- 1.1.1.4 all copyright in any of or arising from the Patents or any of the foregoing, including the benefit of any and all moral rights and the waivers of any moral rights) and the Assignor does herein waive any and all of its moral rights in said copyright in favour of the Assignee, Assignee's successors and assigns;
- 1.1.1.5 the right to claim all benefits and priority rights with respect to the Patents and any of the foregoing under any applicable convention; and
- 1.1.1.6 the right to sue for all past and future infringements of, and to collect all past and future damages and royalties and other remedies available at law accruing from, any of the Patents and any of the foregoing,

with the intent that the foregoing are owned and enjoyed by Assignee absolutely and exclusively to the full end of the term or terms for same as they would have been by Assignors had this assignment, sale, set over, conveyance and transfer not been made.

1.2 Further Assurances

Assignor does/do hereby agree and covenant, upon request, to provide assistance and to execute any and all further documents which may be necessary or desirable to enable Assignee, and/or its successors and assigns (as applicable), to file, prosecute, bring proceedings and take other actions with respect to any and all of the Invention, Applications, Further Applications, Divisionals and Extensions, and any and all patents and registrations granted thereon and other forms of protection, rights and titles relating thereto, and Assignor further agrees to execute, upon request, any and all further documents which may be necessary or desirable to vest or perfect the title of Assignee therein.

1.3 No Conflict

Assignor hereby represent and covenant that they are the sole and only inventors of the Invention and Applications and other forms of protection, rights and titles relating thereto and that no assignment, mortgage, sale, license, pledge, encumbrance or alienation of the Inventions, the Applications, and/or the Further Applications, Divisionals or Copyright and other forms of protection, rights and titles relating thereto as provided above has been or will be made or entered into which would conflict with this assignment;

1.4 Authority to Correct Errors and to Update

Assignor does hereby authorize Assignee or its patent agents or attorneys to correct any errors in this Assignment and to insert the jurisdictions, application numbers, filing dates and any other indicia identifying the Applications when such information is available for the purpose of recording this Assignment.

1.5 Power of Attorney

The Assignor irrevocably appoints the Assignee as the Assignor's attorney-in-fact, with full authority in the place of the Assignor and in the name of the Assignor, by the Assignee or otherwise, to take any action and to execute any instrument which the Assignee may deem necessary or advisable to accomplish the purposes of this Assignment, and to make any filings as appropriate, to effect the full and complete assignment as contemplated under this Assignment.

1.6 Authorization to Record

Assignor does hereby authorize and request The Commissioner of Patents of the Canadian Intellectual Property Office, the United States Patent and Trademark Office (USPTO) or any

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equivalent or applicable authority in the world to record said Assignment and issue to Assignee each and every patent, registration and other form of protection, right, and title granted upon the Applications, Further Applications, Divisionals and Extensions.

1.7 Enurement

This Patent Assignment shall inure to the benefit of Assignee and its successors and assigns, and shall be binding upon Assignor and their successors and their respective heirs, executors, administrators, successors, assigns and legal representatives.

1.8 Delivery

Delivery of this Worldwide Assignment by copy, however transmitted, constitutes valid and effective delivery.

[SIGNATURE PAGE FOLLOWS]

This assignment has been executed below by the undersigned effective on the Effective Date

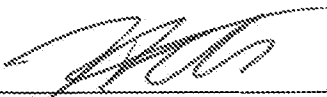
SPRINGPOWER INTERNATIONAL INC.

Per: 
Name: Michael Changbao Wang
Title: Chief Executive Officer

Province
State of Ontario
County of Toronto
City YAN WANG

I, YAN WANG [print full legal name], a notary public in and for, and residing in the said County in the State aforesaid, DO HEREBY CERTIFY, that Michael Changbao Wang, the Chief Executive Officer of Springpower International Inc. is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument as the free and voluntary act of Michael Changbao Wang, the Chief Executive Officer of Springpower International Inc. for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 3rd day of September, 2020.


Notary Public

Yan Wang,
Barrister & Solicitor
Notary Public and Commissioner of Oaths
in and for the Province of Ontario.
My Commission is of unlimited duration.

EXHIBIT "A"

Canadian, U.S. and Foreign Patents and Pending Patent Applications

Title	Application Number/Date	Patent No. Issue Date
Innovative Process to Produce Cathode materials For Rechargeable LI Batteries	US 62/899,677 Filed September 12, 2019	N/A
Process for Recovering Materials From Spent Rechargeable Lithium Batteries.	US 62/951,735 Filed December 20, 2019	N/A
Method to Produce Cathode Materials for Li-Ion Batteries	Publication No. WO2019/191837/ A1 Appln. No. PCT/CA2019/050403 US 62/652,516, PCT Filed April 3, 2019 US Provisional Filed April 4, 2018	N/A