

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435961

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AES Energy Storage, LLC		07/20/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Fluence Energy, LLC		
Street Address:	4300 Wilson Boulevard		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22203		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87511076	FLUENCE	
Serial Number:	87383622	FLUENCE	
Serial Number:	87393851	FLUENCE	
CORRESPONDENCE DATA			
Fax Number:	7038362021		
<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:	7038366620		
Email:	bassam.ibrahim@bipc.com , sandra.herreragil@bipc.com		
Correspondent Name:	Bassam N. Ibrahim		
Address Line 1:	1737 King Street, Suite 500		
Address Line 4:	Alexandria, VIRGINIA 22314		
NAME OF SUBMITTER:	Bassam N. Ibrahim		
SIGNATURE:	/Bassam N Ibrahim/ /s/		
DATE SIGNED:	07/20/2017		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into and effective on the last signature date below between AES Energy Storage, LLC, a Delaware limited liability company with its principal place of business at 4300 Wilson Boulevard, Arlington, Virginia 22203 ("Assignor"), and Fluence Energy, LLC, a Delaware limited liability company with its principal place of business at 4300 Wilson Boulevard, Arlington, Virginia 22203 ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the following trademarks and applications, namely FLUENCE (Stylized), U. S. Application Serial Number 87/511,076; FLUENCE, U. S. Application Serial Number 87/383,622; and FLUENCE, U. S. Application Serial Number 87/393,851 (collectively "FLUENCE Marks and Applications"), together with all of the goodwill of the business associated with the FLUENCE Marks and Applications and symbolized thereby, and/or the portion of the business to which the FLUENCE Marks and Applications pertain;

WHEREAS, Assignee desires to obtain an Assignment of the FLUENCE Marks and Applications;

WHEREAS, Assignor consents to assign all of its rights, title and interest in the FLUENCE Marks and Applications, together with the goodwill of the business associated with the use and symbolized by the FLUENCE Marks and Applications, and/or the portion of the business to which the FLUENCE Marks and Applications pertain;

NOW, THEREFORE, be it known that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee hereto agree as follows:

1. This Assignment covers (a) the FLUENCE Marks and Applications, together with all of the goodwill of the business associated with the FLUENCE Marks and Applications and

symbolized thereby, and/or the portion of the business to which the FLUENCE Marks and Applications pertain; (b) the FLUENCE Marks and Applications and any unregistered rights in any of the foregoing; (c) all rights therein provided by the laws of the United States and the several states, all common law rights, and all rights to obtain trademarks and registrations thereto; and (d) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing (subsections (a) through (d) hereof, collectively, the "Assigned Trademark Rights").

2. Assignor does hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, Assignor's entire right, title, and interest in and to the Assigned Trademark Rights, in its entirety.

3. Assignee, by its own responsibility, agrees to request that the appropriate official(s) of the United States or the several states whose duty it is to issue registrations issue registrations in connection with the Assigned Trademark Rights to Assignee, its successors and assigns. Assignor agrees to, in a reasonable time upon Assignee's written request, provide Assignee reasonable assistance to execute any and all papers that may be necessary or desirable to perfect the title of the Assigned Trademark Rights in Assignee, its successors or assigns.

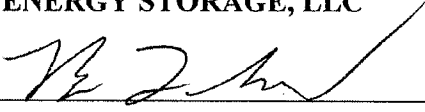
4. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

5. The Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.

6. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the dates shown below.

ASSIGNOR:
AES ENERGY STORAGE, LLC

By: 

Name: Brett Galun

Title: VP

Date: 20 July 2017

ASSIGNEE:
FLUENCE ENERGY, LLC

By: 

Name: Stephen Coughlin

Title: VP, Energy Storage Platforms

Date: 7/20/2017