

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM440373

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FLUENCE AUTOMATION LLC		07/31/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WINTRUST BANK		
<b>Street Address:</b>	231 S. LaSalle St., 2nd Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60604		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85222822	DIGITAL CO-MINGLE	
<b>Serial Number:</b>	78122692	PUREVISION	
<b>Serial Number:</b>	77451658	NETSORT	
<b>Serial Number:</b>	77650386	CRITERION APEX	
<b>Serial Number:</b>	78711578	WAYMARK	
<b>Serial Number:</b>	76276356	JETSTAR	
<b>Serial Number:</b>	75848212	CRITERION	
<b>Serial Number:</b>	75882896	MMT SABRE	
<b>Serial Number:</b>	76276321	FLEXISORT	
<b>Serial Number:</b>	75092964	WINSORT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3123271051		
<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>			
<b>Phone:</b>	312-327-1050		
<b>Email:</b>	jwatson@skcounsel.com		
<b>Correspondent Name:</b>	Scott & Kraus, LLC		
<b>Address Line 1:</b>	150 S. Wacker Drive, Suite 2900		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		

OP \$265.00 85222822

<b>NAME OF SUBMITTER:</b>	Drew J. Scott
<b>SIGNATURE:</b>	/Drew J. Scott/
<b>DATE SIGNED:</b>	08/23/2017
<b>Total Attachments: 5</b> source=Executed - Trademark Security Agreement#page1.tif source=Executed - Trademark Security Agreement#page2.tif source=Executed - Trademark Security Agreement#page3.tif source=Executed - Trademark Security Agreement#page4.tif source=Executed - Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 31, 2017, is entered into by FLUENCE AUTOMATION LLC, a Delaware limited liability company ("Grantor"), and WINTRUST BANK, an Illinois banking corporation ("Bank").

### RECITALS

A. Grantor has entered into that certain Credit Agreement, dated as of July 31, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), between Grantor and Bank, pursuant to which Bank has agreed to make loans to Grantor.

B. The obligations of Grantor owed to Bank under the Credit Agreement are secured pursuant to that certain Security Agreement, dated as of July 31, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Bank.

C. Pursuant to the terms of the Security Agreement, Grantor has granted to Bank a security interest in the Collateral, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all obligations owing by Grantor under the Credit Agreement or the other Loan Documents (as defined in the Credit Agreement).

In consideration of the mutual agreements set forth herein and in the Security Agreement and the other Loan Documents and to secure the payment and performance of the obligations, including without limitation the Notes (as defined in the Credit Agreement), Grantor does hereby grant to Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; and
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 (items 1 and 2 being herein collectively referred to as the "Trademark Collateral"); provided, that, the Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the abandonment, voiding or cancellation, of such

intent-to-use trademark applications under applicable federal law, it being understood that upon submission and acceptance by the United States Patent and Trademark Office or an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

This security interest is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement and the other Loan Documents and is subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral 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. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

[signature page follows]

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

**FLUENCE AUTOMATION LLC,**  
a Delaware limited liability company

By:   
Name: Ryan Satterfield  
Its: President

Acknowledged and agreed:

**WINTRUST BANK,** an Illinois banking  
corporation

By: \_\_\_\_\_  
Name: John Paul Hills  
Its: Vice President


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

**FLUENCE AUTOMATION LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Acknowledged and agreed:

**WINTRUST BANK,** an Illinois banking corporation

By:   
Name: John Paul Hills  
Its: Vice President

SCHEDULE 1

Trademarks and Trademark Applications

Status	Country	Application Type	Serial No.	Filing Date	Title	Registration No.	Issue Date
Registered/ Issued	CA	With Priority	0824769	10/1/1996	WINSORT	TMA510995	4/16/1999
Registered/ Issued	US	ITU - Priority Founding	75/092,964	4/23/1996	WINSORT	2,139,583	2/24/1998
Registered/ Issued	JP	With Priority	112097/1996	10/2/1996	WINSORT	4130003	3/27/1999
Registered/ Issued	EU	With Priority	000347542	10/7/1996	WINSORT	347542	11/24/1998
Registered/ Issued	EU	With Priority	000961078	10/20/1996	M SERIES MULTI-TIER BIN SYSTEM	000961078	5/5/2000
Registered/ Issued	US	ITU - Priority Founding	76/276,321	6/25/2001	FLEXISORT	2,671,377	1/7/2003
Registered/ Issued	US	Priority Founding	75/882,896	12/29/1999	MMT SABRE	3,046,489	1/17/2006
Registered/ Issued	US	ITU - Priority Founding	75/848,212	11/12/1999	CRITERION	2,583,054	6/18/2002
Registered/ Issued	US	ITU - Priority Founding	76/276,356	6/25/2001	JETSTAR	2,748,175	8/5/2003
Registered/ Issued	DE	Priority Founding	30357242	11/6/2003	INTELLISTAR	30357242	1/9/2004
Registered/ Issued	US	ITU - Priority Founding	78/711,578	9/13/2005	WAYMARK	3,320,432	10/23/2007
Registered/ Issued	EU	With Priority	004877577	2/2/2006	WAYMARK	004877577	3/5/2007
Registered/ Issued	US	Priority Founding	77/650,386	1/15/2009	CRITERION APEX	3,819,256	7/13/2010
Registered/ Issued	US	ITU - Priority Founding	77/451,658	4/18/2008	NETSORT	3,667,500	8/11/2009
Registered/ Issued	US	ITU - Priority Founding	78/122,692	4/18/2002	PUREVISION	2,770,371	9/30/2003
Registered/ Issued	CA	With Priority	1154393	10/1/2002	PUREVISION	TMA629177	12/31/2004
Registered/ Issued	EU	With Priority	002877470	10/1/2002	PUREVISION	002877470	2/26/2004
Registered/ Issued	EU	With Priority	008353261	6/10/2009	CRITERION APEX	008353261	6/10/2009
Registered/ Issued	EU	Priority Founding	3542214	11/14/2003	INTELLISTAR	003542214	3/30/2005
Registered/ Issued	US	ITU - Priority Founding	85/222,822	1/21/2011	DIGITAL CO- MINGLE (Supplemental Register)	4,184,468	7/31/2012