

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM747889

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eos Energy Storage LLC		07/25/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Eos Energy Technology Holdings, LLC		
Street Address:	3920 Park Avenue		
City:	Edison		
State/Country:	NEW JERSEY		
Postal Code:	08820		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	90882925	EOS	
Serial Number:	90882929	EOS. POSITIVELY INGENIOUS.	
Registration Number:	4902432	EOS AURORA	
Registration Number:	4927790	ZNYTH ZINC HYBRID CATHODE	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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:	2109787404		
Email:	lori.lapidario@haynesboone.com		
Correspondent Name:	Haynes and Boone, LLP - IP Section		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	61697.3		
NAME OF SUBMITTER:	Lori Lapidario		
SIGNATURE:	/Lori Lapidario/		
DATE SIGNED:	08/11/2022		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "**Assignment**") is made effective as of July 25, 2022 (the "**Effective Date**") between Eos Energy Storage LLC, a Delaware limited liability company with a principal place of business at 3920 Park Avenue, Edison, New Jersey 08820 ("**Assignor**"), and Eos Energy Technology Holdings, LLC, a Delaware limited liability company with a principal place of business at 3920 Park Avenue, Edison, New Jersey 08820, ("**Assignee**").

RECITALS

WHEREAS, in connection with the reorganization of the corporate structure of Assignor and its affiliates, Assignor has agreed to assign all right, title and interest, in and to, all of Assignor's intellectual property, whether protected, created or arising under the Applicable Laws of the United States or any other jurisdiction, including, without limitation: (i) U.S. and foreign patents and applications therefor and all divisionals, reissues, renewals, registrations, confirmations, re-examinations, certificates of inventorship, extensions, continuations and continuations-in-part thereof (collectively, "**Patents**"), including those Patents set forth on the attached Exhibit A, (ii) U.S. and foreign trademarks, trade dress, service marks, service names, trade names, domain names, brand names, logo or business symbols, whether registered or unregistered, and pending applications to register the same, including all extensions and renewals thereof and all goodwill associated therewith (collectively, "**Marks**"), including those Marks set forth on the attached Exhibit B, (iii) U.S. and foreign copyrights in writings, designs, software, mask works or other works, whether registered or unregistered, and pending applications to register the same (collectively, "**Copyrights**"), (iv) rights in confidential or proprietary know-how, trade secrets, methods, processes, practices, data platforms, formulas and techniques and (v) the right to sue for, settle, or release any past, present or future infringement or misappropriation of the foregoing (collectively, the "**Intellectual Property Assets**");

WHEREAS, notwithstanding the foregoing, Intellectual Property Assets do not include any and all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed and accepted under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, including those set forth on the attached Exhibit C, provided that upon registration, the registrations resulting from such excluded intent-to-use applications shall be automatically included in the definition of Marks and part of the Intellectual Property Assets under this Assignment; and

WHEREAS, Assignee desires to obtain, and Assignor has agreed to assign, all right, title and interest in the Intellectual Property Assets according to the terms of this Assignment.

NOW, THEREFORE, for one dollar (\$1) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, all right, title and interest in and to the Intellectual

Property Assets, all goodwill of Assignor associated therewith and the right to sue for, settle, or release any past, present or future infringement thereof.

2. Assistance. Assignor shall execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect the rights, title and interest in Assignee, its successors, assigns and legal representatives in the Intellectual Property Assets.

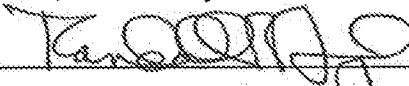
3. Governing Laws. This Assignment, the rights and obligations of the parties under this Assignment, and any claim or controversy directly or indirectly based upon, arising out of or related to, this Assignment or the transactions contemplated by this Assignment (whether based upon contract, tort or any other theory), including all matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to any conflict of law provisions that would require the application of the law of any other jurisdiction.

4. Binding. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

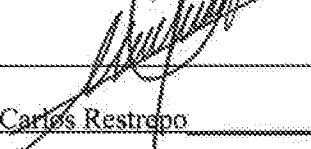
5. Construction. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment. The words "include", "including" and variations thereof will be deemed to be followed by the words "without limitation". The use of "or" will not be deemed to be exclusive. This Assignment may be executed in counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the Effective Date.

Eos Energy Storage LLC
3920 Park Avenue
Edison, New Jersey 08820

By: 
Name: Randall Gonzalez
Title: Chief Financial Officer

Eos Energy Technology Holdings, LLC
3920 Park Avenue
Edison, New Jersey 08820

By: 
Name: Carlos Restrepo
Title: President

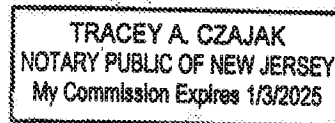
State of NJ)
County of Monmouth) SS.

I, Tracey Czajak, a Notary Public in and for the County and State aforesaid, do hereby certify that Randall Gonzales 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 and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 25, day of July, 2022.

Tracey Czajak
Notary Public

[SEAL]



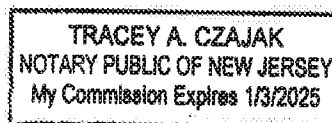
State of NJ)
County of Monmouth) SS.

I, Tracey Czajak, a Notary Public in and for the County and State aforesaid, do hereby certify that Carlos Restrepo 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 and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 25, day of July, 2022.





Tracey Czajak
Notary Public

[SEAL]



**Exhibit B
 (Trademarks U.S. and Foreign)**

Trademark Applications and Registrations, Excluding Intent-To-Use U.S. Trademark Applications:

Mark	Mark Image (if applicable)	Jurisdiction	Appl. No./Reg. No.	International Class(es)
EOS & Design (horizontal version)		United States of America	90/882,925	09, 11, 39, 42
EOS. POSITIVELY INGENIOUS.		United States of America	90/882,929	39, 42
EOS AURORA		United States of America	4,902,432	04
ZNYTH ZINC HYBRID CATHODE (Stylized)		United States of America	4,927,790	09
EOS POSITIVELY INGENIOUS. & Design		European Union	018647784	01, 09, 11, 37, 39, 42
EOS POSITIVELY INGENIOUS. & Design		United Kingdom	3750774	01, 09, 11, 37, 39, 42

Trademark Opposition:

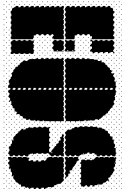

Opposed Mark Appl. No. of Opposed Mark	Owner of Opposed Mark	Jurisdiction	Appl. No./Reg. No.	Opposition Proceeding No.
	EOS Energy Co. Ltd.	United States of America	88/813,091	91275189

Exhibit C
(Intent-to-Use U.S. Trademarks)

Intent-to-Use U.S. Trademark Applications:

Mark	Mark Image (if applicable)	Jurisdiction	Appl. No./Reg. No.	International Class(es)
ZNYTH		United States of America	97/242,104	01, 09, 11, 37, 39, 42
EOS ZNYTH		United States of America	97/242,118	01, 09, 11, 37, 39, 42
EOS Z3		United States of America	97/242,578	01, 09, 11, 37, 39, 42
EOS & Design (vertical version)		United States of America	97/242,649	09, 11, 39, 42

TRADEMARK

REEL: 007792 FRAME: 0782

RECORDED: 08/11/2022