

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559034

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STEM, INC.		12/30/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GENERATE LENDING, LLC		
Street Address:	555 DE HARO STREET, SUITE 300		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87495408	ATHENA	
Registration Number:	5477067	ENERGY SUPERINTELLIGENCE	
Registration Number:	4685461	POWERSCOPE	
Registration Number:	4679383	STEM	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853155		
Email:	austin.padgett@troutmansanders.com		
Correspondent Name:	Austin Padgett		
Address Line 1:	600 Peachtree St. NE		
Address Line 2:	Suite 3000		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	247197.53 TM Assignment		
NAME OF SUBMITTER:	Austin Padgett		
SIGNATURE:	/Austin Padgett/		
DATE SIGNED:	01/27/2020		
Total Attachments: 8			

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**GRANT OF
SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS**

THIS GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS (“Agreement”), dated as of December 30, 2019, is made by **STEM, INC.**, a Delaware corporation (the “Grantor”), in favor of **GENERATE LENDING, LLC**, a Delaware limited liability company, as lender (the “Lender”).

RECITALS

A. Pursuant to that certain Second Amended and Restated Loan Agreement, dated of even date herewith (as the same as been, and as the same may be further, amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among the Grantor, as borrower, the subsidiaries of the Grantor identified therein from time to time as guarantors (collectively, the “Guarantors”), and the Lender, as lender, the Lender has agreed to extend certain financial accommodations to or for the direct or indirect benefit of the Grantor.

B. The Grantor and the Guarantors are parties to that certain Amended and Restated General Security Agreement, dated of even date herewith (as the same has been, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of Lender.

C. In order to induce Lender to enter into the Loan Agreement and the other Loan Documents and to induce Lender to make the Term Loan and Revolving Loans as provided for in the Loan Agreement, the Grantor has agreed to grant to Lender a continuing Lien on its intellectual property, including its Patents and Trademarks, to secure the Obligations.

D. The Grantor has duly authorized the execution, delivery and performance of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Lender agree as follows:

1. **DEFINED TERMS.** Unless otherwise defined herein, capitalized terms or matters of construction defined or established in the Loan Agreement or the Security Agreement, as applicable, shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.

2. **GRANT OF SECURITY INTEREST.** The Grantor hereby grants to Lender a security interest in the Grantor’s Patents listed on Schedule A hereto and Trademarks listed on Schedule B hereto, together with the goodwill connected with the use of and symbolized thereby, in each case whether now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

3. PURPOSE. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Lender in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. ACKNOWLEDGMENT. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the intellectual property granted hereby are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. COUNTERPARTS. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

“Grantor”

STEM, INC.

DocuSigned by:
By: William Bush
Name: William Bush
Title: Chief Financial Officer and Secretary

“Lender”

GENERATE LENDING, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

“Grantor”

STEM, INC.

By: _____
Name: William Bush
Title: Chief Financial Officer and Secretary

“Lender”

GENERATE LENDING, LLC

By: _____ *Matan Friedman* _____
Name: Matan Friedman
Title: Chief Investment Officer

SCHEDULE A


Patents owned by Stem, Inc.

	App/Pat No.	File/Grant Date	Title
1.	8,368,386	2/5/2013	METER SOCKET CONNECTION METHODS AND SYSTEMS FOR LOCAL GENERATORS OR MONITORING CONNECTIONS
2.	8,922,192	12/30/2014	MULTIPHASE ELECTRICAL POWER PHASE IDENTIFICATION
3.	8,803,570	8/12/2014	MULTIPHASE ELECTRICAL POWER ASSIGNMENT AT MINIMAL LOSS
4.	8,774,977	7/8/2014	MULTIPHASE ELECTRICAL POWER CONSTRUCTION AND ASSIGNMENT AT MINIMAL LOSS
5.	9,600,046	3/21/2017	MULTIPHASE ELECTRICAL POWER CONSTRUCTION AND ASSIGNMENT AT MINIMAL LOSS
6.	15/464,143	3/20/2017	MULTIPHASE ELECTRICAL POWER CONSTRUCTION AND ASSIGNMENT AT MINIMAL LOSS
7.	8,971,057	3/3/2015	BIDIRECTIONAL ENERGY CONVERTER WITH CONTROLLABLE FILTER STAGE
8.	14/590,925	1/6/2015	BIDIRECTIONAL ENERGY CONVERTER WITH CONTROLLABLE FILTER STAGE
9.	8,643,336	2/4/2014	HIGH SPEED FEEDBACK ADJUSTMENT OF POWER CHARGE/DISCHARGE FROM ENERGY STORAGE SYSTEM
10.	8,350,521	1/8/2013	HIGH SPEED FEEDBACK ADJUSTMENT OF POWER CHARGE/DISCHARGE FROM AN ENERGY STORAGE SYSTEM
11.	13/730,740	12/28/2012	HIGH SPEED FEEDBACK ADJUSTMENT OF POWER CHARGE/DISCHARGE FROM AN ENERGY STORAGE SYSTEM
12.	9,136,712	9/15/2015	HIGH SPEED FEEDBACK ADJUSTMENT OF POWER CHARGE/DISCHARGE FROM ENERGY STORAGE SYSTEM
13.	14/011,591	8/27/2013	METHOD AND APPARATUS FOR BALANCING POWER ON A PER PHASE BASIS IN MULTIPHASE ELECTRICAL LOAD FACILITIES USING AN ENERGY STORAGE SYSTEM
14.	14/014,276	8/29/2013	METHOD AND APPARATUS FOR AUTOMATICALLY RECONFIGURING, MULTIPHASED NETWORKED ENERGY STORAGE DEVICES AT A SITE
15.	9,634,508	4/25/2017	METHOD FOR BALANCING FREQUENCY INSTABILITY ON AN ELECTRIC GRID USING NETWORKED DISTRIBUTED ENERGY STORAGE SYSTEMS
16.	15/497,046	4/25/2017	METHOD FOR BALANCING FREQUENCY INSTABILITY ON AN ELECTRIC GRID USING NETWORKED DISTRIBUTED ENERGY STORAGE SYSTEMS
17.	14/037,754	9/26/2013	SYSTEM FOR OPTIMIZING THE CHARGING OF

			ELECTRIC VEHICLES USING NETWORKED DISTRIBUTED ENERGY STORAGE SYSTEMS
18.	14/061,643	10/12/2013	METHOD AND APPARATUS FOR DAMPING POWER OSCILLATIONS ON AN ELECTRICAL TRANSMISSION GRID USING NETWORKED DISTRIBUTED ENERGY STORAGE SYSTEMS
19.	14/069,088	10/31/2013	METHOD AND APPARATUS FOR STABILIZING POWER ON AN ELECTRICAL GRID USING NETWORKED DISTRIBUTED ENERGY STORAGE SYSTEMS
20.	9,406,094	8/2/2016	METHOD AND APPARATUS FOR DELIVERING POWER USING EXTERNAL DATA
21.	9,418,392	8/16/2016	METHOD AND APPARATUS FOR DELIVERING POWER USING EXTERNAL DATA
22.	8,880,233	11/4/2014	METHOD AND APPARATUS FOR DELIVERING POWER USING EXTERNAL DATA
23.	15/226,790	8/2/2016	METHOD AND APPARATUS FOR DELIVERING POWER USING EXTERNAL DATA
24.	7,248,490	7/24/2007	BATTERY AND INVERTER CONFIGURATION WITH INCREASED EFFICIENCY
25.	7,385,373	6/10/2008	INTELLIGENT DISTRIBUTED ENERGY STORAGE SYSTEM FOR DEMAND SIDE POWER MANAGEMENT
26.	7,262,694	8/28/2007	MULTIFUNCTIONAL, INTELLIGENT POWER AND COMMUNICATION DEVICE
27.	15/199,432	6/30/2016	INCREASING THE DEMAND REDUCTION EFFECTIVENESS OF AN ENERGY STORAGE SYSTEM
28.	15/199,496	6/30/2016	INCREASING THE DEMAND REDUCTION EFFECTIVENESS OF AN ENERGY STORAGE SYSTEM
29.	62/336,517	5/13/2016	OPTIMIZING POWER OUTPUT OF ADVANCED ENERGY STORAGE FOR DEMAND MANAGEMENT (PROVISIONAL)

SCHEDULE B

Trademarks

TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner Information
<u>ATHENA</u> SN: 87495408	Allowed - Intent to Use Statement of Use Sent to Examiner February 26, 2019 Int'l Class: 35 First Use: August 15, 2017 Filed: June 19, 2017	(Int'l Class: 35) Energy optimization services, namely, energy usage management, provided via Software-as-a-Service (Saas)	Stem, Inc. (California Corp.) 100 Rollins Road Millbrae California 94030
<u>ENERGY SUPERINTELLIGENCE</u> RN: 5477067 SN: 87495403 Disclaimer: "ENERGY"	Registered May 22, 2018 Int'l Class: 35,39 First Use: October 30, 2017 Filed: June 19, 2017	(Int'l Class: 35) energy optimization services, namely, energy usage management, provided via software-as-a-service (saas) (Int'l Class: 39) energy optimization services, namely, storage of electricity in batteries during lower cost periods and distribution of stored energy during higher cost periods, provided via software-as-a-service (saas)	Stem, Inc. (California Corp.) 100 Rollins Road Millbrae California 94030
<u>POWERSCOPE</u> RN: 4685461 SN: 85983196	Registered February 10, 2015 Int'l Class: 42 First Use: November 15, 2012 Filed: March 15, 2013	(Int'l Class: 42) providing on-line non-downloadable web-based software for use in showing predicted, actual, and saved energy usage achieved through the use of a battery storage system	Stem, Inc. (California Corp.) 100 Rollins Road Millbrae California 94030
<u>STEM (Stylized)</u>  RN: 4679383 SN: 85877454	Registered January 27, 2015 Int'l Class: 35 First Use: November 15, 2012 Int'l Class: 39 First Use: April 1, 2012 Filed: March 15, 2013	(Int'l Class: 35) energy optimization services, namely, energy usage management (Int'l Class: 39) energy optimization services namely, storage of electricity in batteries during off-peak times and distribution of stored energy during peak times	Stem, Inc. (California Corp.) 100 Rollins Road Millbrae California 94030

