

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM577087

<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>
Stem, Inc.		05/15/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Generate Lending, LLC		
<b>Street Address:</b>	251 LITTLE FALLS DRIVE		
<b>City:</b>	WILMINGTON		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19808		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5788413	ATHENA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	404-885-3155		
<b>Email:</b>	jennifer.hennelly@troutman.com		
<b>Correspondent Name:</b>	Austin Padgett, Esq.		
<b>Address Line 1:</b>	600 Peachtree Street, NE, Suite 3000		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>ATTORNEY DOCKET NUMBER:</b>	247197.22		
<b>NAME OF SUBMITTER:</b>	Austin Padgett, Esq.		
<b>SIGNATURE:</b>	/Austin Padgett/		
<b>DATE SIGNED:</b>	05/19/2020		
<b>Total Attachments: 6</b>			
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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 May 15, 2020, 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 Third 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 Second 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 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.

[The remainder of this page has been intentionally left blank]

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: John Carrington  
Name: John Carrington  
Title: Chief Executive Officer

**“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:  
Title:

**“Lender”**

**GENERATE LENDING, LLC**

By: Matan Friedman  
Name: Matan Friedman  
Title: Manager

**SCHEDULE A**

Patents owned by Stem, Inc.

	App/Pat No.	File/Grant Date	Title
1.	10,389,126	8/20/19	METHOD AND APPARATUS FOR DAMPING POWER OSCILLATIONS ON AN ELECTRICAL TRANSMISSION GRID USING NETWORKED DISTRIBUTED ENERGY STORAGE SYSTEMS
2.	62/901,734	9/17/19	SPRINKLER MANIFOLD

**SCHEDULE B**

**Trademarks**

<b>TM/AN/RN/Disclaimer</b>	<b>Status/Key Dates</b>	<b>Full Goods/Services</b>	<b>Owner Information</b>
<u>ATHENA</u> RN: 5788413 SN: 87495408	Registered June 25, 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