

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643888

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Intellectual Property Security Interest recorded at Reel 6942/Frame 0047		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Generate Lending, LLC		04/28/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Stem, Inc.		
Street Address:	100 Rollins Road		
City:	Millbrae		
State/Country:	CALIFORNIA		
Postal Code:	94030		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5788413	ATHENA	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	90817-00007		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		
DATE SIGNED:	05/03/2021		
Total Attachments: 5			
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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (this “Release”) is made as of April 28, 2021, by **GENERATE LENDING, LLC**, in its capacity as Lender under (and as defined in) the Security Agreement referred to below (the “Lender”) for the benefit of **STEM, INC.**, a Delaware corporation (the “Grantor”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Loan Agreement (as defined below) or the Security Agreement (as defined below) as applicable.

W I T N E S S E T H:

WHEREAS, the Grantor and the Lender are parties to that certain (i) Third Amended and Restated Loan Agreement, dated as of May 15, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”); and (ii) Grant of Security Interest in Intellectual Property Rights, dated as of May 15, 2020 (as amended, restated, supplemented or otherwise modified from time to time), pursuant to which the Grantor has granted to the Lender for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Grantor in, to and under the Patents and Trademarks (as defined in the Security Agreement), including the trademarks set forth on Schedule I hereto and patents set forth on Schedule II hereto; and

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on May 19, 2020 at Reel 6942 and Frame 0047 for trademarks, and on May 20, 2020 at Reel 052707 and Frame 0863 for patents; and

WHEREAS, the Grantor has requested that the Lender release, and the Lender is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Patents and Trademarks, including, without limitation, the trademarks set forth on Schedule I hereto, and the patents set forth on Schedule II hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby agrees as follows:

1. The Lender does hereby irrevocably terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Loan Agreement or Security Agreement to the Patents and Trademarks, including, without limitation, the trademarks (including the trademark registrations and trademark applications) set forth on Schedule I hereto, the goodwill of the business symbolized by the trademarks and the applications and registrations thereof, and the patents (including the patent registrations and patent applications) set forth on Schedule II hereto, and all proceeds thereof, and any right, title or interest of the Lender in such Patents and Trademarks shall hereby terminate, cease and become void. The Lender hereby assigns, transfers and conveys any and all right, title or interest of the Lender in the Patents and Trademarks to the Grantor.

2. The Lender, on behalf of itself and the Secured Parties, does hereby terminate and cancel the Security Agreement.

3. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

4. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release of Intellectual Property Security Interest to be executed and delivered as of the date first written above.

GENERATE LENDING, LLC, as Lender

By: 
Name: **Matan Friedman**
Title: **Manager**

SCHEDULE I

UNITED STATES FEDERAL TRADEMARK

TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner Information
ATHENA 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

SCHEDULE II

UNITED STATES PATENTS

	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