

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684861

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fluence Energy, LLC		11/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as administrative agent		
Street Address:	500 Stanton Christiana Road		
Internal Address:	NCC 5, 1st Floor		
City:	Newark		
State/Country:	DELAWARE		
Postal Code:	19713		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6086120	SUNFLEX ENERGY STORAGE	
Registration Number:	6315955	F	
Registration Number:	6014011	FLUENCE	
Registration Number:	5788303	FLUENCE	
Registration Number:	5788294	FLUENCE	
Registration Number:	4829757	ADVANCION	
Registration Number:	4978522	ADVANCION	
Registration Number:	4983729	ADVANCION	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Christopher Chan		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		

CH \$215.00 6086120

ATTORNEY DOCKET NUMBER:	C.Chan - 64101.0067
NAME OF SUBMITTER:	Christopher Chan
SIGNATURE:	/Christopher Chan/
DATE SIGNED:	11/01/2021

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 1, 2021 (this "Agreement"), by Fluence Energy, LLC, a Delaware limited liability company (the "Grantor") in favor of JPMorgan Chase Bank, N.A., as administrative agent for the Secured Parties (in such capacities, the "Administrative Agent").

Reference is made to that certain Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between the Grantor party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined below) subject to the terms and conditions set forth in that certain Revolving Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Fluence Energy, LLC, a Delaware limited liability company (the "Borrower"), Fluence Energy Inc., a Delaware corporation (the "Parent"), the lenders from time to time party thereto (the "Lenders") and the Administrative Agent. The parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement (including any terms defined therein by reference).

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under any and all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor, and regardless of where located (collectively, the "IP Collateral"):

A. all Trademarks, including the Trademark registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto; and

D. all Proceeds of the foregoing;

in each case, to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term "IP Collateral" (and any component definition thereof) shall not include any Excluded Property. Notwithstanding anything to the contrary contained herein, immediately upon any property ceasing to be an Excluded Property (including, without limitation, as a result of the ineffectiveness, lapse or termination of any restriction or condition on such property being pledged to secure the Obligations), the IP Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest to the Administrative

Agent for the benefit of the Secured Parties, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be.

SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT (WHETHER IN TORT, IN CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE), SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. **Jurisdiction.** The consent to jurisdiction, consent to service of process, venue and waiver of jury trial provisions set forth in Section 7.11, Section 7.12 and Section 7.16 of the Security Agreement shall apply to this Agreement, *mutatis mutandis*, to the same extent as if fully set forth herein.

SECTION 6. **Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature page to this Agreement may be delivered by facsimile or other or any electronic mail (including in “.pdf”, “.tif” or similar format) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable requirements of law.

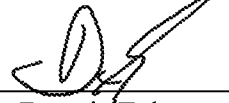
SECTION 7. **Recordation.** The Grantor hereby authorizes and requests that the U.S. Copyright Office, the Commissioner for Patents and the Commissioner for Trademarks, as applicable, and any other applicable Governmental Authority record this Agreement.

SECTION 8. **Release.** This Agreement shall continue in effect until such time as the applicable conditions set forth in Section 7.15 of the Security Agreement are satisfied, and the Liens granted hereunder shall automatically be released in the circumstances described in Section 10.17 of the Credit Agreement. In connection with any such termination or release, the Administrative Agent shall promptly execute (if applicable) and deliver to such Grantor, at such Grantor’s expense, all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of the Administrative Agent’s security interest in the IP Collateral in accordance with Section 7.15 of the Security Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FLUENCE ENERGY, LLC

By:  _____

Name: Dennis Fehr

Title: Senior Vice President and Chief
Financial Officer

By: _____

Name: Francis Fuselier

Title: Senior Vice President and General
Counsel


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FLUENCE ENERGY, LLC

By: _____

Name: Dennis Fehr

Title: Senior Vice President and Chief
Financial Officer


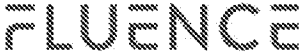


By:  _____

Name: Francis Fuselier

Title: Senior Vice President and General
Counsel

SCHEDULE I

TRADEMARK REGISTRATIONS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
FLUENCE ENERGY, LLC	6086120	SUNFLEX ENERGY STORAGE
FLUENCE ENERGY, LLC	6315955	F 
FLUENCE ENERGY, LLC	6014011	FLUENCE 
FLUENCE ENERGY, LLC	5788303	FLUENCE
FLUENCE ENERGY, LLC	5788294	FLUENCE
FLUENCE ENERGY, LLC	4829757	ADVANCION
FLUENCE ENERGY, LLC	4978522	ADVANCION 
FLUENCE ENERGY, LLC	4983729	ADVANCION 

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PENDING PATENT APPLICATIONS

REGISTERED OWNER	APPLICATION NUMBER	TITLE
Fluence Energy, L.L.C.	16/628061	Arrangement for Equalizing Voltage Drops in a Power Supply Mains and Method for Equalizing Voltage Drops in a Power Supply Mains
Fluence Energy, L.L.C.	16/628121	Arrangement, in Particular Converter Systems Coupled Via Their DC Link Circuits, for Compensating for Voltage Dips on the Associated Network Infeeds, and A System Comprising Such an Arrangement