

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM862814

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	900821103

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fluence Energy, LLC		11/22/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Administrative Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	PLC: UNITED KINGDOM

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	6086120	SUNFLEX ENERGY STORAGE
Registration Number:	4829757	ADVANCION
Registration Number:	6315955	F
Registration Number:	5788294	FLUENCE
Registration Number:	5788303	FLUENCE
Registration Number:	6014011	FLUENCE
Registration Number:	6992033	GRIDSTACK
Serial Number:	88692492	SUNSTACK
Serial Number:	97704005	ULTRASTACK
Serial Number:	97509154	FLUENCE MOSAIC

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 9162174302

Email: ServiceSolutionsteam2-UCCresults@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 555 Capital Mall

Address Line 2: Suite 1150
Address Line 4: Sacramento, CALIFORNIA 95814

NAME OF SUBMITTER: John Kline

SIGNATURE: /s/ John Kline

DATE SIGNED: 12/21/2023

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 22, 2023 (this “Agreement”), by Fluence Energy, LLC, a Delaware limited liability company (“Grantor”) in favor of Barclays Bank PLC, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”).

WHEREAS, Fluence Energy, Inc. (the “Parent”), Fluence Energy, LLC (in such capacity, the “Parent Borrower”), the other Borrowers and Guarantors party thereto, the banks and other financial institutions or entities from time to time parties thereto, as Lenders (the “Lenders”) and the Administrative Agent have entered into a Syndicated Facility Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, Grantor has entered into 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”) in favor of the Administrative Agent pursuant to which each Grantor granted to the Administrative Agent a security interest in the IP Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Agreement to the Administrative Agent in order to record the security interest granted to the Agent with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees 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 performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property and rights now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest, and wherever 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;

C. [reserved]

D. all Proceeds of the foregoing (including, without limitation, the right to receive license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto);

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, and no grant of a security interest shall be deemed granted in, any pending United States "intent-to-use" trademark applications for which a verified statement of use or an amendment to allege use has not been filed with and accepted by the United States Patent and Trademark Office or any other Excluded Property. Notwithstanding anything to the contrary contained herein, immediately upon any property ceasing to be 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 Grantor shall be deemed to have automatically granted a security interest to the Administrative Agent for the benefit of the Secured Parties in, 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. 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; Submission to Jurisdiction; Waiver of Jury Trial.* **THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, SUBMISSION TO JURISDICTION AND WAIVER OF JURY TRIAL SET FORTH IN SECTIONS 7.11, 7.12 AND 7.16 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDI**


SECTION 5. *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. Delivery of an executed counterpart of a signature page of this Agreement that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. *Recordation.* Grantor hereby authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this 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: 

Manavendra Sial (Nov 15, 2023 10:18 EST)

Name: Manavendra Sial
Title: Senior Vice President and Chief Financial Officer

By: 

Name: Francis A. Fuselier
Title: Senior Vice President, General Counsel, and Secretary

Agreed and acknowledged as of the date above written:

BARCLAYS BANK PLC,
as Administrative Agent

By:  _____
Name: Joseph Jordan
Title: Managing Director
:

SCHEDULE I

TRADEMARK REGISTRATIONS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Fluence Energy, LLC	6086120	SUNFLEX ENERGY STORAGE
Fluence Energy, LLC	4829757	ADVANCION
Fluence Energy, LLC	6315955	F (STYLIZED)
Fluence Energy, LLC	5788294	FLUENCE
Fluence Energy, LLC	5788303	FLUENCE
Fluence Energy, LLC	6014011	FLUENCE (STYLIZED)
Fluence Energy, LLC	6992033	GRIDSTACK

TRADEMARK APPLICATIONS

APPLICANT	SERIAL NUMBER	TRADEMARK
Fluence Energy, LLC	88692492	SUNSTACK
Fluence Energy, LLC	97704005	ULTRASTACK
Fluence Energy, LLC	97509154	FLUENCE MOSAIC

SCHEDULE II

PATENTS

REGISTERED OWNER	PATENT NUMBER	TITLE
Fluence Energy, LLC	10,886,742	METHOD AND SYSTEM FOR PERFORMANCE MANAGEMENT OF AN ENERGY STORAGE DEVICE
Fluence Energy, LLC	7,839,027	FREQUENCY RESPONSIVE CHARGE SUSTAINING CONTROL OF ELECTRICITY STORAGE SYSTEMS FOR ANCILLARY SERVICES ON AN ELECTRICAL POWER GRID
Fluence Energy, LLC	8,914,158	REGULATION OF CONTRIBUTION OF SECONDARY ENERGY SOURCES TO POWER GRID
Fluence Energy, LLC	9,559,520	HYBRID ELECTRIC GENERATING POWER PLANT THAT USES A COMBINATION OF REAL-TIME GENERATION FACILITIES AND ENERGY STORAGE SYSTEM
Fluence Energy, LLC	9,847,648	HYBRID ELECTRIC GENERATING POWER PLANT THAT USES A COMBINATION OF REAL-TIME GENERATION FACILITIES AND ENERGY STORAGE SYSTEM
Fluence Energy, LLC	9,020,800	METHOD AND APPARATUS FOR CONTROLLING ENERGY SERVICES BASED ON MARKET DATA
Fluence Energy, LLC	10,272,567	AUTOMATED ROBOTIC BATTERY TUG
Fluence Energy, LLC	10,987,803	AUTOMATED ROBOTIC BATTERY TUG
Fluence Energy, LLC	9,929,594	MODULAR ENERGY STORAGE METHOD AND SYSTEM
Fluence Energy, LLC	9,819,708	METHOD AND SYSTEM FOR SELF-REGISTRATION AND SELF-ASSEMBLY OF ELECTRICAL DEVICES
FLUENCE ENERGY, LLC	11,309,708	UTILITY-SCALE RENEWABLE PEAKER PLANT, TIGHTLY COUPLED SOLAR PV AND ENERGY STORAGE
Fluence Energy, LLC	11,569,752	ARRANGEMENT FOR EQUALIZING VOLTAGE DROPS IN A POWER SUPPLY MAINS AND METHOD FOR

		EQUALIZING VOLTAGE DROPS IN A POWER SUPPLY MAINS
FLUENCE ENERGY, LLC	11,527,910	UNINTERRUPTIBLE POWER SUPPLY
FLUENCE ENERGY, LLC	11,789,086	CELL AND RACK PERFORMANCE MONITORING SYSTEM AND METHOD

PATENT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE
Fluence Energy, LLC	17/986,348	SYSTEMS AND METHODS FOR MANAGING CAPACITY OF AN ENERGY STORAGE SYSTEM
Fluence Energy, LLC	PCT/US23/71315	SYSTEMS AND METHODS FOR MANAGING CAPACITY OF AN ENERGY STORAGE SYSTEM
Fluence Energy, LLC	18/163,540	SYSTEMS AND METHODS FOR OPTIMIZING ENERGY DISPATCH
Fluence Energy, LLC	PCT/US23/71338	SYSTEMS AND METHODS FOR OPTIMIZING ENERGY DISPATCH
Fluence Energy, LLC	18/174,122	LOAD COLLECTIVES FOR ENERGY STORAGE SYSTEMS
Fluence Energy, LLC	PCT/US23/71395	LOAD COLLECTIVES FOR ENERGY STORAGE SYSTEMS
Fluence Energy, LLC	18/163,619	ANOMALY DETECTION IN ENERGY STORAGE SYSTEMS
Fluence Energy, LLC	PCT/US23/71394	ANOMALY DETECTION IN ENERGY STORAGE SYSTEMS
Fluence Energy, LLC	17/997,561	METHOD FOR PREDICTIVE MONITORING OF THE CONDITION OF WIND TURBINES
Fluence Energy, LLC	18/177,582	SYNTHETIC INERTIA FOR ENERGY SYSTEMS
Fluence Energy, LLC	PCT/US23/71335	SYNTHETIC INERTIA FOR ENERGY SYSTEMS
FLUENCE ENERGY, LLC	17/915,906	ENERGY STORAGE SYSTEM WITH REMOVABLE, ADJUSTABLE, AND LIGHTWEIGHT PLENUMS
Fluence Energy, LLC	17/692,793	UTILITY-SCALE RENEWABLE PEAKER PLANT, TIGHTLY COUPLED SOLAR PV AND ENERGY STORAGE

Fluence Energy, LLC	18/367,687	UTILITY-SCALE RENEWABLE PEAKER PLANT, TIGHTLY COUPLED SOLAR PV AND ENERGY STORAGE
Fluence Energy, LLC	16/628,121	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
Fluence Energy, LLC	18/082,209	PASSIVE VENT SYSTEM
Fluence Energy, LLC	18/116,088	SYSTEM AND METHOD FOR DAMPING OSCILLATIONS IN POWER SYSTEM
Fluence Energy, LLC	18/124,880	MODULAR MULTILEVEL CONVERTERS FOR BATTERY ENERGY STORAGE SYSTEM
Fluence Energy, LLC	63/541,126	SYSTEM AND METHOD FOR IDENTIFYING COMPROMISED COMPONENTS IN POWER CONVERSION DEVICES
Fluence Energy, LLC	63/541,128	SYSTEM AND METHOD FOR LOWERING ELECTROMAGNETIC EMISSIONS RADIATED INSIDE ENERGY STORAGE ENCLOSURES
Fluence Energy, LLC	63/541,533	SYSTEM AND METHOD OF ADAPTIVE DISPATCH AND DC BALANCING IN AN ENERGY STORAGE SYSTEM
Fluence Energy, LLC	63/541,154	SYSTEM AND METHOD FOR OPTIMIZING A BATTERY ENERGY STORAGE SYSTEM LIFETIME AND EFFICIENCY
Fluence Energy, LLC	63/541,133	METHOD FOR DETERMINING ALTERNATE STATE OF HEALTH PARAMETERS
Fluence Energy, LLC	63/541,136	METHOD FOR ENTERING BALANCING AND SOC STATE AUTOMATICALLY WITHIN CONSTRAINTS OF A BATTERY SYSTEM OPERATION
Fluence Energy, LLC	63/541,140	SYSTEM AND METHOD OF UTILIZING DCDC CONVERTERS TO IMPROVE POWER DENSITY AND IMPROVE BATTERY UTILIZATION

Fluence Energy, LLC	63/541,460	SYSTEM AND METHOD FOR INTELLIGENT MONITORING AND DIAGNOSTICS FOR A BATTERY ENERGY STORAGE SYSTEM
Fluence Energy, LLC	63/541,508	SYSTEM AND METHOD FOR INTELLIGENT CYBER SHIELD MODULE OF A BATTERY ENERGY STORAGE SYSTEM FOR ATTACK DETECTION AND CONTAINMENT
Fluence Energy, LLC	63/541,144	SYSTEM AND METHOD FOR CREATING OR VALIDATING A CONFIGURATION BASED ON PHYSICAL AND LOGICAL ARTIFACTS
Fluence Energy, LLC	63/541,145	METHOD FOR FINDING PATTERNS FOR DIAGNOSTIC ANALYSIS
Fluence Energy, LLC	63/541,540	SYSTEM AND METHOD FOR PROFIT-BASED INTELLIGENT OPTIMIZED BIDDING
Fluence Energy, LLC	63/487,982	SYSTEMS AND METHODS FOR USING MACHINE LEARNING TO PREDICT CRITICAL CONSTRAINTS
Fluence Energy, LLC	63/448,556	SYSTEM AND METHOD FOR CONTROLLING BATTERY CONDITION AWARE ENERGY STORAGE SYSTEMS
Fluence Energy, LLC	63/530,595	SYSTEM AND METHOD FOR HANDLING TRANSPORTATION LOAD
Fluence Energy, LLC	63/528,797	SYSTEM AND METHOD FOR CONSERVING AUXILIARY ENERGY
Fluence Energy, LLC	63/531,430	SYSTEM AND METHOD FOR TRANSFERRING TEMPERATURE
Fluence Energy, LLC	63/539,923	SYSTEM AND METHOD OF USING A HELICAL PILE AS A FOUNDATION TO ATTACH TO A BATTERY ENERGY STORAGE SYSTEM
Fluence Energy, LLC	63/539,925	SYSTEM AND METHOD FOR IDENTIFYING ATYPICAL CONDITIONS IN COMPOUND ENERGY STORAGE SYSTEMS
Fluence Energy, LLC	63/539,928	CONTROLLING AN ENERGY STORAGE SYSTEM TO INFLUENCE THE BALANCING OF THE SYSTEM

Fluence Energy, LLC	PCT/US2023/026411	MODULAR MULTILEVEL CONVERTERS FOR BATTERY ENERGY STORAGE SYSTEM
FLUENCE ENERGY, LLC	PCT/US2022/044366	CELL AND RACK PERFORMANCE MONITORING SYSTEM AND METHOD