

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI413166

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BARCLAYS BANK PLC	08/06/2024
RECEIVING PARTY DATA	
Company Name:	CITIBANK, N.A., as Administrative Agent
Street Address:	388 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
PROPERTY NUMBERS Total: 54	
Property Type	Number
Patent Number:	10886742
Patent Number:	7839027
Patent Number:	8914158
Patent Number:	9559520
Patent Number:	9847648
Patent Number:	9020800
Patent Number:	10272567
Patent Number:	10987803
Patent Number:	9929594
Patent Number:	9819708
Patent Number:	11309708
Patent Number:	11569752
Patent Number:	11527910
Patent Number:	11789086
Application Number:	17986348
Application Number:	18163540
Application Number:	18174122
Application Number:	18163619
Application Number:	17997561
Application Number:	18177582

Property Type	Number
Application Number:	17915906
Application Number:	17692793
Application Number:	18367687
Application Number:	16628121
Application Number:	18082209
Application Number:	18116088
Application Number:	18124880
Application Number:	63541126
Application Number:	63541128
Application Number:	63541533
Application Number:	63541154
Application Number:	63541133
Application Number:	63541136
Application Number:	63541140
Application Number:	63541460
Application Number:	63541508
Application Number:	63541144
Application Number:	63541145
Application Number:	63541540
Application Number:	63487982
Application Number:	63448556
Application Number:	63530595
Application Number:	63528797
Application Number:	63531430
Application Number:	63539923
Application Number:	63539925
Application Number:	63539928
PCT Number:	US2244366
PCT Number:	US2326411
PCT Number:	US2371335
PCT Number:	US2371394
PCT Number:	US2371395
PCT Number:	US2371338
PCT Number:	US2371315

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: (800)221-0102
Email: ipteam@cogencyglobal.com
Correspondent Name: Khadijah Sampson
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2462875KSPT
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NAME OF SUBMITTER:	Andrew Hackett
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SIGNATURE:	Andrew Hackett
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DATE SIGNED:	08/07/2024
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Total Attachments: 10

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ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of August 6, 2024 (this “**Agreement**”), is entered into by and among CITIBANK, N.A. in its capacity as successor Administrative Agent under the Credit Agreement referred to below (in such capacity, the “**Successor Administrative Agent**”) and BARCLAYS BANK PLC (“**Barclays**”), in its capacity as the existing Administrative Agent under the Credit Agreement (in such capacities, the “**Resigning Administrative Agent**”). Defined terms in the Credit Agreement and the Security Agreement (as defined below) have the same meanings where used herein, unless otherwise defined.

WHEREAS, (i) Fluence Energy, LLC, a Delaware limited liability company (the “**Parent Borrower**”), Fluence Energy, Inc., a Delaware corporation (the “**Parent**”), the other Borrowers and Guarantors party thereto, the Lenders and Resigning Administrative Agent, and other parties named therein have entered into that certain Syndicated Facility Agreement, dated as of November 22, 2023 (as amended by that certain Amendment Number One to Syndicated Facility Agreement, dated as of April 8, 2024, that certain Amendment Number Two to Syndicated Facility Agreement, dated as of May 8, 2024, that certain Amendment Number Three to Syndicated Facility Agreement, dated as of the date hereof (“**Amendment No. 3**”), and as further amended, restated, amended and restated, modified, supplemented or replaced, in whole or in part, from time to time, the “**Credit Agreement**”), and (ii) the Grantors (as defined therein) and the Resigning Administrative Agent have entered into the Security Agreement dated November 22, 2023 (as amended and restated by that certain Amended and Restated Security Agreement dated as of the date hereof by and among the Grantors (as defined therein) party thereto and the Successor Administrative Agent and as may be further amended, restated, amended and restated, modified, supplemented or replaced, in whole or in part, from time to time, the “**Security Agreement**”);

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, Parent Borrower and Resigning Administrative Agent entered into that certain Intellectual Property Security Agreement dated as of November 22, 2023, (together with all supplements and amendments thereto, the “**Intellectual Property Security Agreement**”), whereby Parent Borrower (as a Grantor) granted to Resigning Administrative Agent, for the benefit of the Secured Parties, a security interest in the IP Collateral (as defined in the Intellectual Property Security Agreement), including the trademark registrations, trademark applications, patents, and patent applications identified on Schedules I and II attached hereto (collectively, the “**Patents and Trademarks**”), which security interest was recorded with the United States Patent and Trademark Office on December 13, 2023 at Reel 8294, Frame 0231 and on November 29, 2023 at Reel 06571, Frame 0268;

WHEREAS, pursuant to Amendment No. 3, the Resigning Administrative Agent resigned as, and Successor Administrative Agent was appointed and accepted appointment as Administrative Agent under the Credit Agreement and the Security Agreement; and

WHEREAS, pursuant to Amendment No. 3, Resigning Administrative Agent has assigned to Successor Administrative Agent, and Successor Administrative Agent has accepted, all of Resigning Administrative Agent’s rights and obligations under the Intellectual Property Security Agreement, including the security interest held by Resigning Administrative Agent in all of Grantors’ right, title and interest in, to and under the IP Collateral, including the Patents and Trademarks.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, each party hereto agrees as follows:

1. Assignment. Pursuant to the terms set forth herein and in Amendment No. 3, the Resigning Administrative Agent hereby assigns to Successor Administrative Agent, Resigning Administrative

Agent's entire security interest in all of Grantors' right, title and interest in, to and under the IP Collateral, including the Patents and Trademarks. Nothing herein shall be deemed to terminate, interrupt, or impair the continuity of the security interest in and to the IP Collateral granted to the Resigning Administrative Agent under the Credit Agreement and other Loan Documents, including the Intellectual Property Security Agreement and the IP Collateral identified on Schedule I and II attached hereto, which security interest is now succeeded by and transferred to the Administrative Agent.

2. Incorporation. All terms set forth in Amendment No. 3 are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the terms set forth herein are inconsistent with the terms of Amendment No. 3, the terms set forth in Amendment No. 3 shall apply.

3. Recordation. This Agreement has been executed and delivered for the purpose of recording the assignment of security interest with the United States Patent & Trademark Office.

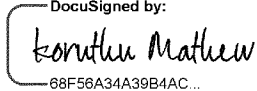
4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

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

RESIGNING ADMINISTRATIVE AGENT:

BARCLAYS BANK PLC,
as Resigning Administrative Agent

By: 
Name: Koruthu Mathew
Title: Vice President

SUCCESSOR ADMINISTRATIVE AGENT:

CITIBANK, N.A.,
as Successor Administrative Agent

By: Agha Murtaza

Name: Agha Murtaza

Title: Managing Director / Authorized Signatory

Schedule I

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

Schedule II TRADEMARKS 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