

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-8

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

ENERGOUS CORPORATION

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	46-1318953 (I.R.S. Employer Identification No.)
3590 North First Street, Suite 210 San Jose, CA 95134 (Address of principal executive offices)	94566 (Zip Code)

**INDUCEMENT RESTRICTED STOCK UNIT AWARD AGREEMENTS ISSUED TO COMPANY EMPLOYEES ON
AUGUST 24, 2014, NOVEMBER 13, 2014, AND DECEMBER 24, 2014**

(Full title of the plans)

Stephen R. Rizzone
Chief Executive Officer
Energous Corporation
3590 North First Street, Suite 210
San Jose, CA 95134
(Name and address of agent for service)
(408) 963-0200
(Telephone number, including area code,
of agent for service)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer <input type="checkbox"/>	Accelerated filer <input type="checkbox"/>
Non-accelerated filer <input checked="" type="checkbox"/>	Smaller reporting company <input type="checkbox"/>

(Do not check if a smaller reporting company)

CALCULATION OF REGISTRATION FEE

<u>Title of Securities to be Registered</u>	<u>Amount to be Registered (1)</u>	<u>Proposed Maximum Aggregate Offering Price Per Share</u>	<u>Proposed Maximum Aggregate Offering Price</u>	<u>Amount of Registration Fee</u>
Restricted Stock Unit Award Agreements				
Common Stock, par value \$0.00001 per share	459,542	\$ 9.88 (2)	\$ 4,540,275	\$ 527.58

- (1) In addition, pursuant to Rule 416(a), this Registration Statement also covers such indeterminate number of additional shares of Common Stock as is necessary to eliminate any dilutive effect of any future stock split, stock dividend or similar transaction.
- (2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) and 457(h) of the Securities Act of 1933, as amended, and based on the average of the high and low prices for the Common Stock on March 26, 2015 as reported on The Nasdaq Capital Market.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information.

The information required by this Item 1 is omitted from this registration statement in accordance with Rule 428(b)(1) of the Securities Act of 1933, as amended (the "Securities Act"), and the Note to Part I of Form S-8.

Item 2. Registrant Information and Employee Plan Annual Information.

The information required by this Item 2 is omitted from this registration statement in accordance with Rule 428(b)(1) of the Securities Act and the Note to Part I of Form S-8.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents have been filed by Energous Corporation (the "Company") with the Securities and Exchange Commission (the "SEC") and are incorporated herein by reference:

- Annual Report on Form 10-K for the fiscal year ended December 31, 2014 as filed on March 30, 2015; and
- The description of the Company's Common Stock contained in the Company's Registration Statement on Form 8-A, filed with the SEC pursuant to Section 12(g) of the Exchange Act on March 26, 2014, including any further amendment or report filed hereafter for the purpose of updating such description.

All reports and other documents filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act") after the date hereof, and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be part hereof from the date of filing of such reports and documents. The Company is not incorporating by reference any documents or portions thereof that are not considered to be "filed" with the SEC.

Any statement contained herein or in a document incorporated or deemed to be incorporated herein by reference shall be deemed to be modified or superseded for purposes of this registration statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated herein by reference modifies or supersedes such earlier statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this registration statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

The following summary is qualified in its entirety by reference to the complete text of any statutes referred to below and the certificate of incorporation of Energeous Corporation, a Delaware corporation.

Section 145 of the General Corporation Law of the State of Delaware (the "DGCL") permits a Delaware corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful.

In the case of an action by or in the right of the corporation, Section 145 of the DGCL permits a Delaware corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the Court of Chancery or such other court shall deem proper.

Section 145 of the DGCL also permits a Delaware corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability under Section 145 of the DGCL.

Article IX of the Company's Amended and Restated Certificate of Incorporation states that the Company's directors shall not be personally liable to the Company or to its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Company or to its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended after the date hereof to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of the Company's directors shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

Article X of the Company's Amended and Restated Certificate of Incorporation authorizes the Company, to the fullest extent permitted by applicable law, to provide indemnification of (and advancement of expenses to) the Company's directors, officers, employees and agents (and any other persons to which the Delaware General Corporation Law permits us to provide indemnification) through bylaw provisions, agreements with such directors, officers, employees, agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the Delaware General Corporation Law, subject only to limits created by the Delaware General Corporation Law, with respect to actions for breach of duty to this corporation, its stockholders, and others.

Article VI of the Company's Bylaws provides that the Company shall, to the maximum extent and in the manner permitted by the Delaware General Corporation Law, indemnify each of the Company's directors and officers against expenses (including attorneys' fees), judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding, arising by reason of the fact that such person is or was an agent of the Company. The right to indemnification conferred by Article VI is a contract right and includes the right to be paid by the Company the expenses incurred in defending any action or proceeding for which indemnification is required or permitted following authorization thereof by the Board of Directors shall be paid in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of the indemnified party to repay such amount if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that the indemnified party is not entitled to be indemnified as authorized in Article VI. The Company maintains insurance, at its expense, to protect the Company and any of our directors, officers, employees or agents against any such expense, liability or loss, whether or not we have the power to indemnify such person.

As permitted by the DGCL, the Company has entered into indemnification agreements with each of its directors and executive officers that require the Company to indemnify such persons against various actions including, but not limited to, third-party actions where such director or executive officer, by reason of his or her corporate status, is a party or is threatened to be made a party to an action, or by reason of anything done or not done by such director in any such capacity. The Company intends to indemnify directors and executive officers against all costs, judgments, penalties, fines, liabilities, amounts paid in settlement by or on behalf of such directors or executive officers and for any expenses actually and reasonably incurred by such directors or executive officers in connection with such action, if such directors or executive officers acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. The Company also intends to advance to its directors and executive officers expenses (including attorney's fees) incurred by such directors and executive officers in advance of the final disposition of any action after the receipt by the Company of a statement or statements from directors or executive officers requesting such payment or payments from time to time, provided that such statement or statements are accompanied by an undertaking, by or on behalf of such directors or executive officers, to repay such amount if it shall ultimately be determined that they are not entitled to be indemnified against such expenses by the Company.

The indemnification agreements also set forth certain procedures that will apply in the event of a claim for indemnification or advancement of expenses, including, among others, provisions about providing notice to the Company of any action in connection with which a director or executive officer seeks indemnification or advancement of expenses from the Company and provisions concerning the determination of entitlement to indemnification or advancement of expenses.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Reference is made to the attached Exhibit Index, which is incorporated herein by reference.

Item 9. Undertakings.

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this registration statement. Notwithstanding the foregoing, any increase or decrease in the volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of a prospectus filed with the Securities and Exchange Commission (the "SEC") pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this registration statement or any material change to such information in this registration statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or 15(d) of the Securities Exchange Act that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Company certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Jose, State of California, on March 31, 2015.

ENERGOUS CORPORATION

By: /s/ Stephen R. Rizzone
Stephen R. Rizzone
Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Stephen R. Rizzone and Howard Yeaton his true and lawful attorneys-in-fact and agents, each acting alone, with full powers of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all parties, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, each acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, each acting alone, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the date indicated.

<u>Signature</u>	<u>Capacity</u>	<u>Date</u>
<u>/s/ Stephen R. Rizzone</u> Stephen R. Rizzone	Chief Executive Officer and Director (Principal Executive Officer)	March 31, 2015
<u>/s/ John Gaulding</u> John Gaulding	Chairman of the Board	March 31, 2015
<u>/s/ Michael Leabman</u> Michael Leabman	Chief Technology Officer and Director	March 31, 2015
<u>/s/ Howard Yeaton</u> Howard Yeaton	Interim Chief Financial Officer (Principal Financial and Accounting Officer)	March 31, 2015
<u>/s/ Nicolaos Alexopoulos</u> Nicolaos Alexopoulos	Director	March 31, 2015
<u>/s/ Rex Jackson</u> Rex Jackson	Director	March 31, 2015

FORM S-8
REGISTRATION STATEMENT

ENERGOUS CORPORATION

EXHIBITS
Item 8

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
4.1	Second Amended and Restated Certificate of Incorporation of Energoous Corporation (incorporated by reference to Exhibit 3.1 to Amendment No. 1 to the Registrant's Registration Statement on Form S-1/A (File No. 333-193522) filed on March 13, 2014)
4.2	Amended and Restated Bylaws of Energoous Corporation (incorporated by reference to Exhibit 3.2 to Amendment No. 1 to the Registrant's Registration Statement on Form S-1/A (File No. 333-193522) filed on March 13, 2014)
4.3	Form of Restricted Stock Unit Agreement, filed herewith
5	Opinion of K&L Gates LLP, filed herewith
23.1	Consent of Independent Registered Public Accounting Firm, filed herewith
23.3	Consent of K&L Gates LLP (contained in Exhibit 5), filed herewith
24	Power of Attorney (see page 6)

ENERGOUS CORPORATION

RESTRICTED STOCK UNIT AWARD AGREEMENT

This Restricted Stock Unit Award Agreement (this “Agreement”) is entered into as of [●] (the “Effective Date”), by and between ENERGOUS CORPORATION, a Delaware corporation (the “Company”), and [●] (“Employee”).

WITNESSETH:

WHEREAS, the Board of Directors of the Company (the “Board”) wishes to grant Employee Restricted Stock Units (the “RSUs” and each, a “RSU”) in conjunction with, and as an inducement to, Employee’s acceptance of employment with the Company, subject to the terms provided in this Agreement; and

WHEREAS, the Board anticipates that this Agreement will promote the best interests of the Company and its shareholders by providing Employee a proprietary interest in the Company with a stronger incentive to put forth maximum effort for the continued success and growth of the Company and its subsidiaries.

NOW, THEREFORE, in consideration of Employee accepting employment with the Company and the benefits that the Company will derive in connection with the services to be rendered by Employee thereunder, the Company and Employee hereby agree as follows:

1. Grant; Vesting. Subject to the terms and conditions of this Agreement, the Company grants to Employee [●] RSUs. Each RSU shall have a value equal to the fair market value of one (1) share of Company Common Stock (a “Share”). The RSUs covered by this Agreement shall become earned by, and payable to, Employee in the amounts and on the dates shown on Annex 1 attached hereto.

2. Compliance with Laws. Employee agrees that Employee shall comply with (or provide adequate assurance as to future compliance with) all applicable securities laws and income tax laws as determined by the Company as a condition precedent to the delivery of any Shares pursuant to this Agreement. In addition, Employee agrees that, upon request, Employee will furnish a letter agreement providing that (i) Employee will not distribute or resell any of said Shares in violation of the Securities Act of 1933, as amended, (ii) Employee will indemnify and hold the Company harmless against all liability for any such violation and (iii) Employee will accept all liability for any such violation.

3. Designation of Beneficiary. Employee may designate a beneficiary to receive payment in connection with the RSUs granted hereunder in the event of Employee’s death while employed by the Company in accordance with the Company’s beneficiary designation procedures, as in effect from time to time. If Employee does not designate a beneficiary or if Employee’s designated beneficiary does not survive Employee, then Employee’s beneficiary will be Employee’s estate.

4. Nature of RSUs.

(a) Employee shall not have any interest in any fund or in any specific asset or assets of the Company by reason of the RSUs granted hereunder, or any right to exercise any of the rights or privileges of a stockholder with respect to the RSUs until Shares are issued in connection with the RSUs.

(b) Unless otherwise provided by the Board and except as provided below, the RSUs, and the rights and privileges conferred hereby, may not be transferred, sold, assigned, pledged or otherwise encumbered by Employee. The RSUs shall not be subjected to execution, attachment or similar process. Any attempt to transfer or dispose of the RSUs or any interest in the RSUs in a manner contrary to the restrictions set forth in this Agreement shall be void and of no effect.

(c) The existence of this Agreement shall not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company’s capital structure or its business, or any merger or consolidation of the Company, or any issue of bonds, debentures, preferred or prior preference stocks ahead of or convertible into, or otherwise affecting the Company’s Common Stock or the rights thereof, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

5. Adjustment Provisions.

(a) Share Adjustments: In the event of any stock dividend, stock split, recapitalization, merger, consolidation, combination or exchange of shares of Company stock, or the like, as a result of which shares of any class shall be issued in respect of the outstanding Shares, or the Shares shall be changed in to the same or a different number of the same or another class of stock, or into securities of another person, cash or other property (not including a regular cash dividend), the number of Shares subject to the RSUs shall be appropriately adjusted in such equitable and proportionate amount as determined by the Board. No fractional Share shall be issued under the Agreement resulting from any such adjustment but the Board, in its sole discretion, may make a cash payment in lieu of a fractional Share.

(b) Acquisitions: In the event of a merger or consolidation of the Company with another corporation or entity, or a sale or disposition by the Company of all or substantially all of its assets, the Board shall, in its sole discretion, have authority to provide for (i) waiver in whole or in part of any remaining restrictions or vesting requirements in connection with the RSUs granted hereunder, (ii) the conversion of the outstanding RSUs into cash and/or (iii) the conversion of the RSUs into the right to receive securities, including RSUs, of another person or entity upon such terms and conditions as are determined by the Board in its sole discretion.

(c) Binding Effect: For the avoidance of doubt, any adjustment, waiver, conversion or other action taken by the Board under this Section 5 shall be conclusive and binding on Employee and the Company and any respective successors and assigns.

6. Acknowledgments.

(a) Employee acknowledges having read this Agreement and agrees to be bound by all the terms and conditions of this Agreement.

(b) Regardless of any action the Company takes with respect to any or all income tax, payroll tax or other tax-related withholding ("Tax-Related Items"), Employee acknowledges that the ultimate liability for all Tax-Related Items owed by Employee is and remains Employee's responsibility and that the Company (i) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the grant of RSUs, including the grant and vesting of the RSUs, the subsequent sale of Shares acquired upon the vesting of the RSUs and the receipt of any dividends; and (ii) does not commit to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate Employee's liability for Tax-Related Items.

In the event the Company determines that it must withhold any Tax-Related Items as a result of the grant of the RSUs, Employee agrees as a condition precedent of such grant to make arrangements satisfactory to the Company to enable it to satisfy all withholding requirements, including, but not limited to, withholding any applicable Tax-Related Items from the pay-out of the RSUs. In addition, Employee authorizes the Company to fulfill its withholding obligations by all legal means, including, but not limited to: withholding Tax-Related Items from Employee's other cash compensation paid by the Company to Employee; withholding Tax-Related Items from the cash proceeds, if any, received upon sale of any Shares received in payment for Employee's RSUs; and at the time of payment, withholding Shares sufficient to meet minimum withholding obligations for Tax-Related Items. The Company may refuse to issue and deliver Shares in payment of any earned RSUs if Employee fails to comply with any withholding obligation.

7. Notices. The Company may, in its sole discretion, decide to deliver any documents related to this Agreement by electronic means. Employee hereby consents to receive such documents by electronic delivery.

Any notice which either party hereto may be required or permitted to give to the other shall be in writing and may be delivered personally, by intraoffice mail, by fax, by electronic mail or other electronic means, or via a postal service, postage prepaid, to such electronic mail or postal address and directed to such person as the Company may notify Employee from time to time; and to Employee at Employee's electronic mail or postal address as shown on the records of the Company from time to time, or at such other electronic mail or postal address as Employee, by notice to the Company, may designate in writing from time to time.

8. Entire Agreement. This Agreement constitutes the final understanding between Employee and the Company regarding the RSUs.

9. Amendment. The Board may amend this Agreement; provided, however, that Employee's consent to such action shall be required unless the Board determines that the action, taking into account any related action, would not materially and adversely affect Employee.

10. Severability. In the event any provision of this Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Agreement, and this Agreement shall be construed and enforced as if the illegal or invalid provision had not been included.

11. Governing Law. This Agreement and all actions taken hereunder shall be governed by, and construed in accordance with, the laws of the State of California, applied without regard to the laws of any other jurisdiction that otherwise would govern under conflict of law principles.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Company has caused these presents to be executed as of the date and year first above written, which is the date of the granting of the RSUs evidenced hereby.

ENERGOUS CORPORATION

By: _____
Name:
Title:

The undersigned Employee hereby accepts the foregoing RSUs and agrees to the several terms and conditions hereof.

Employee

[SIGNATURE PAGE TO RSU AWARD AGREEMENT]

Annex 1

Vesting and Payment of Restricted Stock Units

(a) Time-Based Vesting. Subject to the provisions of paragraph (b), Employee shall earn the RSUs according to the schedule set forth below for so long as Employee remains continuously employed by the Company:

Vesting Date	RSUs
	[●]%
	[●]%
	[●]%
	[●]%

(b) Impact of Termination. If Employee's employment with the Company is terminated prior to any of the above vesting date(s) for any reason (including Employee's death or disability), then any RSUs that had not yet become earned and vested under paragraph (a) above shall be immediately canceled as of the date of such termination.

(c) Timing And Form Of Payment. Any RSU that becomes earned and vested in accordance with paragraph (a) shall be paid to Employee as soon as practicable upon vesting. Payment shall be made in the form of one Share for each RSU that is payable.

(d) Section 409A. This grant of RSUs is intended to comply with the requirements of Section 409A of the Code, to the extent applicable. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall be interpreted, operated and administered consistent with this intent.

K&L GATES LLP
HEARST TOWER
47TH FLOOR
214 NORTH TRYON STREET
CHARLOTTE, NC 28202
T 704.331.7400 F 704.331.7598 klgates.com

March 31, 2015

Energous Corporation
3590 North First Street, Suite 210
San Jose, CA 95134

Ladies and Gentlemen:

We have acted as counsel to Energous Corporation, a Delaware corporation (the "Company"), in connection with the registration under the Securities Act of 1933, as amended (the "Securities Act"), of 459,542 shares (the "Shares") of the Company's common stock, par value \$0.0001 per share (the "Common Stock"), pursuant to a registration statement on Form S-8 (such registration statement, as amended or supplemented, is hereinafter referred to as the "Registration Statement") under the Securities Act filed with the Securities and Exchange Commission (the "Commission") in connection with certain Inducement Restricted Stock Award Agreements issued to certain Company employees on August 24, 2014, November 13, 2014, and December 24, 2014 (the "RSU Award Agreements").

You have requested our opinion as to the matters set forth below in connection with the Registration Statement. For purposes of rendering that opinion, we have examined: (a) the Registration Statement, (b) the Company's Second Amended and Restated Certificate of Incorporation, as amended and supplemented through the date hereof, (c) the Company's Amended and Restated Bylaws as in effect on the date hereof, (d) the RSU Award Agreements, and (e) a certificate of an officer of the Company, dated as of the date hereof. Other than our review of the documents listed in (a)-(e) above, we have not reviewed any other documents or made any independent investigation for the purpose of rendering this opinion and we make no representation as to the scope or sufficiency of our document review for your purposes. With your consent, our opinion is qualified in all respects by the scope of such document examination.

For the purposes of this opinion letter, we have assumed that: (a) each document submitted to us is accurate and complete; (b) each such document that is an original is authentic; (c) each such document that is a copy conforms to an authentic original; (d) all signatures on each such document are genuine; and (e) the Company is and shall remain at all times a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. We have further assumed the legal capacity of natural persons, and we have assumed that each party to the documents we have examined or relied on has the legal capacity or authority and has satisfied all legal requirements that are applicable to that party to the extent necessary to make such documents enforceable against that party. We have not verified any of those assumptions.

In rendering our opinion below, we also have assumed that: (a) the Company will have sufficient authorized and unissued shares of Common Stock at the time of each issuance of a Share under the RSU Award Agreements; (b) the Shares will be evidenced by appropriate certificates, duly executed and delivered or the Company's Board of Directors will adopt a resolution, providing that all Shares shall be uncertificated in accordance with Section 158 of the Delaware General Corporation Law (the "DGCL"), prior to their issuance; (c) the issuance of each Share will be duly noted in the Company's stock ledger upon its issuance; and (d) the Company will receive consideration for each Share at least equal to the par value of such share of Common Stock, in the amount required by the RSU Award Agreements and approved by the Company's Board of Directors pursuant to a resolution authorizing the issuance of such Share adopted at a meeting or by unanimous consent to action without a meeting in accordance with the DGCL.

Our opinion set forth below is limited to the DGCL, including applicable provisions of the Delaware Constitution and reported judicial decisions interpreting those laws.

Based upon and subject to the foregoing, it is our opinion that the Shares are duly authorized for issuance by the Company and, when, and if, issued pursuant to the terms of the RSU Award Agreements will be validly issued, fully paid, and nonassessable.

This opinion is expressed as of the date hereof, and we disclaim any undertaking to advise you of any subsequent changes in the facts stated or assumed herein or of any subsequent changes in applicable laws.

We hereby consent to the filing of this opinion letter with the Commission as Exhibit 5.1 to the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations thereunder.

Very truly yours,

/s/ K&L Gates LLP

K&L Gates LLP

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the incorporation by reference in this Registration Statement of Energeous Corporation on Form S-8 of our report dated March 30, 2015, with respect to our audits of the financial statements of Energeous Corporation as of December 31, 2014 and 2013 and for the years ended December 31, 2014 and 2013 appearing in the Annual Report on Form 10-K of Energeous Corporation for the year ended December 31, 2014.

/s/ Marcum llp

Marcum llp
Melville, NY
March 30, 2015
