

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|                           |   |          |                             |
|---------------------------|---|----------|-----------------------------|
| SUBMISSION TYPE:          | NEW ASSIGNMENT  |          |                             |
| NATURE OF CONVEYANCE:     | Release of Intellectual Property Security Agreement recorded at Reel 4658/Frame 0851                                  |          |                             |
| CONVEYING PARTY DATA      |   |          |                             |
|                           | Name  | Formerly | Execution Date              |
|                           | Square 1 Bank   |          | 05/01/2012                  |
|                           |   |          | Entity Type                 |
|                           |   |          | CORPORATION: NORTH CAROLINA |
| RECEIVING PARTY DATA      |   |          |                             |
| Name:                     | SmartSynch, Inc.  |          |                             |
| Street Address:           | 4400 Old Canton Road  |          |                             |
| City:                     | Jackson   |          |                             |
| State/Country:            | MISSISSIPPI   |          |                             |
| Postal Code:              | 39211   |          |                             |
| Entity Type:              | CORPORATION: DELAWARE   |          |                             |
| PROPERTY NUMBERS Total: 1 |   |          |                             |
|                           | Property Type   | Number   | Word Mark                   |
|                           | Registration Number:  | 3965619  | WE CREATE SMART GRIDS       |
| CORRESPONDENCE DATA       |   |          |                             |
| Fax Number:               | 9494754754  |          |                             |
|                           | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |          |                             |
| Phone:                    | 949-451-3800  |          |                             |
| Email:                    | skann@gibsondunn.com  |          |                             |
| Correspondent Name:       | Stephanie S. Kann, Senior Paralegal   |          |                             |
| Address Line 1:           | 3161 Michelson Drive  |          |                             |
| Address Line 2:           | Gibson, Dunn & Crutcher LLP   |          |                             |
| Address Line 4:           | Irvine, CALIFORNIA 92612  |          |                             |
| ATTORNEY DOCKET NUMBER:   | 43479-00017   |          |                             |
| NAME OF SUBMITTER:        | Stephanie S. Kann   |          |                             |

|   |                     |
|---|---------------------|
| Signature:  | /stephanie s. kann/ |
| Date:   | 05/01/2012          |
| Total Attachments: 3<br>source=ReleaseSquare1BankTMR4658F0851#page1.tif<br>source=ReleaseSquare1BankTMR4658F0851#page2.tif<br>source=ReleaseSquare1BankTMR4658F0851#page3.tif |                     |

**RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Release of Intellectual Property Security Agreement (this "Release") is given as of May 1, 2012, by SQUARE 1 BANK, a North Carolina corporation, having an office at 406 Blackwell Street, Suite 240, Durham, North Carolina 27701 (the "Bank") for the benefit of SMARTSYNCH, INC., a Delaware corporation, located at 4400 Old Canton Road, Jackson, Mississippi 39211 (the "Debtor");

WHEREAS, Debtor has fully discharged and satisfied the obligations secured by the Intellectual Property Security Agreement, dated as of October 1, 2009 ("Security Agreement"). The Security Agreement was recorded in the United States Patent and Trademark Office at Reel 4658/Frame 0851 against the trademark attached hereto as Exhibit A (the "Trademark Collateral"); and

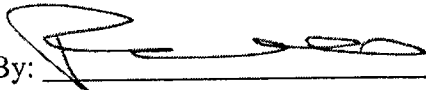
WHEREAS, Debtor has requested that the Bank release, and the Bank is willing to release, subject to the terms hereof, its security interest, and any other right, title and interest it may have in and to the Trademark Collateral.

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

1. Bank does hereby terminate and release, without any recourse, representation or warranty, any and all security interests and all other right, title or interest that it may have in, to or under, the Trademark Collateral and thereby discharge the recordation of the Intellectual Property Security Agreement against the Trademark Collateral.
2. Bank agrees to take such further action as may be reasonably requested by Debtor, from time to time, at Debtor's expense, to effectuate and carry out the provision and intent of this Release.
3. Bank represents and warrants to Debtor that it has not conveyed, transferred, granted a security interest in, hypothecated or otherwise pledged or disposed of any of the rights, title or interest granted to the Trademark Collateral under the Security Agreement to any party other than Debtor.

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

SQUARE 1 BANK

By:  \_\_\_\_\_

Name: Richard S. Hill

Title: S. J. P.

[Signature Page to Release of Intellectual Property Security Agreement – Reel 4658/Frame 0851]

TRADEMARK  
REEL: 004768 FRAME: 0298

**EXHIBIT A**  
**to**  
**RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**U.S. Federal Trademark Registrations**

| <b>Mark</b>           | <b>Registration Number</b> |
|-----------------------|----------------------------|
| WE CREATE SMART GRIDS | 3,965,619                  |