

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release by security party of security interest previously recorded at Reel 4749 Frame 0413		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grace Bay Holdings II, LLC, as successor-by-assignment to Partners for Growth III, L.P.		08/02/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Enerwise Global Technologies, Inc.		
Street Address:	5390 Triangle Parkway		
Internal Address:	c/o Comverge, Inc. Suite 300		
City:	Norcross		
State/Country:	GEORGIA		
Postal Code:	30092		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2191335	ENERWISE	
Registration Number:	2365050	DATAPULT	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-862-2000		
Email:	donna.gasiorowski@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	c/o Donna Gasiorowski, Sr. Legal Asst.		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	36052-191 DRG		

CH \$65.00 2191335

NAME OF SUBMITTER:	Donna Gasiorowski
Signature:	/DONNA GASIOROWSKI/
Date:	08/02/2013
Total Attachments: 6 source=Comverge - Release of IP Security Agreement Grace Bay-Enerwise#page1.tif source=Comverge - Release of IP Security Agreement Grace Bay-Enerwise#page2.tif source=Comverge - Release of IP Security Agreement Grace Bay-Enerwise#page3.tif source=Comverge - Release of IP Security Agreement Grace Bay-Enerwise#page4.tif source=Comverge - Release of IP Security Agreement Grace Bay-Enerwise#page5.tif source=Comverge - Release of IP Security Agreement Grace Bay-Enerwise#page6.tif	

**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Termination and Release"), dated as of August 2, 2013, is made by **GRACE BAY HOLDINGS II, LLC**, (as successor-by-assignment to Partners for Growth III, L.P.), a Delaware limited liability company, located at 1450 Brickell Avenue, 31st Floor, Miami, Florida 33131 ("Grace Bay") in favor of **ENERWISE GLOBAL TECHNOLOGIES, INC.**, a Delaware corporation, located at c/o Comverge, Inc., 5390 Triangle Parkway, Suite 300, Norcross, Georgia 30092 (the "Grantor"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Intellectual Property Security Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of November 5, 2010 (the "Loan Agreement") by and among the Grantor and certain other Borrowers, Grantor granted to Grace Bay, for itself and for the ratable benefit of certain secured parties, a security interest in certain Collateral to secure the Obligations of Grantor and the other Borrowers under the Loan Agreement;

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor and Borrower entered into that certain Intellectual Property Security Agreement ("Intellectual Property Security Agreement"), dated as of March 26, 2012, pursuant to which Grantor granted and assigned to Grace Bay a continuing security interest in, and pledged to Grace Bay, all of Grantor's right, title and interest in and to its (i) General Intangible Collateral (including the patents and patent applications set forth on Schedule A and the trademark registrations and applications for the registration of trademarks set forth on Schedule B), and (ii) all proceeds thereof (such as, by way of example but by way of limitation, license royalties and proceeds of infringements suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof ((i) and (ii), collectively, the "IP Collateral");

WHEREAS, the Intellectual Property Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on March 30, 2012 at Reel 4749, Frame 0413 for the purpose of providing IP Collateral as collateral security for the payment and performance of certain obligations of the Grantor to Grace Bay;

WHEREAS, the Intellectual Property Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on March 30, 2012 at Reel 027959, Frame 0248 for the purpose of providing IP Collateral as collateral security for the payment and performance of certain obligations of the Grantor to the Grace Bay;

WHEREAS, Grantor has paid all of its outstanding obligations to the Grace Bay; and

WHEREAS, Grace Bay now desires to terminate and release the entirety of its security interest in the IP Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grace Bay hereby (i) terminates, releases, and discharges any and all security interest and other rights it has in or to the IP Collateral; and (ii) terminates the Intellectual Property Security Agreement.

Grace Bay shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Termination and Release.

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IN WITNESS WHEREOF, each of Grantor and Grace Bay has caused this Termination and Release to be executed by their respective duly authorized signatories as of the date first above written.

GRACE BAY HOLDINGS II, LLC

By: 

Name: **Richard Siegel**

Title: **Authorized Signatory**

ENERWISE GLOBAL TECHNOLOGIES, INC.

By: _____

Name: **John Horton**

Title: **Vice President and Treasurer**

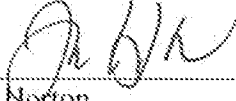
[Signature Page - Termination and Release of Intellectual Property Security Agreement]

IN WITNESS WHEREOF, each of Grantor and Grace Bay has caused this Termination and Release to be executed by their respective duly authorized signatories as of the date first above written.

GRACE BAY HOLDINGS II, LLC

By: _____
Name: _____
Title: _____

ENERWISE GLOBAL TECHNOLOGIES, INC.

By:  _____
Name: John Horton
Title: Vice President and Treasurer

SCHEDULE A

Patents and Patent Applications

<u>Title</u>	<u>Country</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>
ENERGY INFORMATION SYSTEM AND SUB-MEASUREMENT BOARD FOR USE THEREWITH	U.S.	7,275,000	09/25/2007
ENERGY INFORMATION SYSTEM AND SUB-MEASUREMENT BOARD FOR USE THEREWITH	U.S.	6,728,646	04/27/2004
COMPUTER ASSISTED AND/OR IMPLEMENTED PROCESS AND ARCHITECTURE FOR WEB-BASED MONITORING OF ENERGY RELATED USAGE, AND CLIENT ACCESSIBILITY THEREFORE	U.S.	6,618,709	09/09/2003

SCHEDULE B

Trademark Registrations and Trademark Applications

<u>Description</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ENERWISE	U.S.	2,191,335	09/22/1998
DATAPULT	U.S.	2,365,050	07/04/2000
ENERWISE	Brazil	825485487	05/06/2003
DATAPULT	Brazil	825485479	05/06/2003
ENERWISE VIRTUAL ENERGY MANAGER	Brazil	825483379	04/06/2003