

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release by secured party of security interest previously recorded at Reel 4749 Frame 0342

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Grace Bay Holdings II, LLC, as successor-by-assignment to Partners for Growth III, L.P.		08/02/2013	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Public Energy Solutons, LLC
<b>Street Address:</b>	5390 Triangle Parkway
<b>Internal Address:</b>	c/o Comverge, Inc. Suite 300
<b>City:</b>	Norcross
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30092
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

<b>PROPERTY NUMBERS Total: 3</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	3116676	PUBLIC ENERGY SOLUTIONS
<b>Registration Number:</b>	3179503	PROFIT FROM ENERGY
<b>Registration Number:</b>	3085281	KW OPERATION KILL-A-WATT

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	3128622200
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	312-862-2000
<b>Email:</b>	donna.gasiorowski@kirkland.com
<b>Correspondent Name:</b>	Kirkland & Ellis LLP
<b>Address Line 1:</b>	300 North LaSalle Street
<b>Address Line 2:</b>	c/o Donna Gasiorowski, Sr. Legal Asst.
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654

CH \$90.00 3116676

ATTORNEY DOCKET NUMBER:	36052-191 DRG
NAME OF SUBMITTER:	Donna Gasiorowski
Signature:	/DONNA GASIOROWSKI/
Date:	08/02/2013
Total Attachments: 4 source=Comverge - Release of IP Security Agreement Grace Bay-PES#page1.tif source=Comverge - Release of IP Security Agreement Grace Bay-PES#page2.tif source=Comverge - Release of IP Security Agreement Grace Bay-PES#page3.tif source=Comverge - Release of IP Security Agreement Grace Bay-PES#page4.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 **PUBLIC ENERGY SOLUTIONS, LLC**, a Delaware limited liability company, 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 trademark registrations and applications for the registration of trademarks set forth on Schedule A), 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 0342 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, Grantor has paid all of its outstanding obligations to 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.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the undersigned have executed this Termination and Release as of the date first above written.

**GRACE BAY HOLDINGS II, LLC**

By: 

Name: **Richard Siegel**

Title: **Authorized Signatory**

**PUBLIC ENERGY SOLUTIONS, LLC**

By: **Comverge Giants, LLC**  
its Managing Member

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

Name: **John Horton**

Title: **Vice President and Treasurer**

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

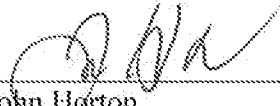
IN WITNESS WHEREOF, the undersigned have executed this Termination and Release as of the date first above written.

**GRACE BAY HOLDINGS II, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PUBLIC ENERGY SOLUTIONS, LLC**

By: Converge Giants, LLC  
its Managing Member

By:  \_\_\_\_\_  
Name: John Horton  
Title: Vice President and Treasurer

SCHEDULE A

Trademarks and Trademark Applications

<u>Description</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PUBLIC ENERGY SOLUTIONS	USA	3116676	7/18/2006
PROFIT FROM ENERGY	USA	3179503	12/05/2006
KW OPERATION KILL-A- WATT	USA	3085281	4/25/2006