

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release by secured party of security interest previously recorded at Reel 4749 Frame 0423

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	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	Comverge, Inc.
Street Address:	5390 Triangle Parkway
Internal Address:	Suite 300
City:	Norcross
State/Country:	GEORGIA
Postal Code:	30092
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 22		
Property Type	Number	Word Mark
Registration Number:	3344159	VIRTUAL PEAKING CAPACITY
Registration Number:	3182682	COMVERGE
Registration Number:	3132072	MAINGATE
Registration Number:	2991843	SUPERSTAT
Registration Number:	3709795	APOLLO
Registration Number:	3617040	THE ENERGY TO GO CLEAN
Registration Number:	3706036	THE ENERGY TO BE GREEN
Registration Number:	3706035	THE ENERGY TO BE CLEAN
Registration Number:	3401336	WATTSPOT
Registration Number:	3401335	THEWATTSPOT
Registration Number:	3322349	COOLIBRIUM

CH \$565.00 3344159

Registration Number:	4036234	
Registration Number:	4052013	INTELLITEMP
Registration Number:	4052011	INTELLIMARKET
Registration Number:	4052006	INTELLIMEASURE
Registration Number:	4062279	COMVERGE
Registration Number:	4079072	INTELLISUPPORT
Registration Number:	4051975	INTELLIPLAN
Registration Number:	4104125	INTELLICONNECT
Registration Number:	4097957	INTELLIFOCUS
Registration Number:	4101086	INTELLISOURCE
Registration Number:	4101083	INTELLIPEAK

CORRESPONDENCE DATA

Fax Number: 3128622200
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
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
NAME OF SUBMITTER:	Donna Gasiorowski
Signature:	/DONNA GASIOROWSKI/
Date:	08/02/2013

Total Attachments: 11

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**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 **COMVERGE, INC.**, a Delaware corporation, located at 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 copyright registrations set forth on Schedule A, patents and patent applications set forth on Schedule B, and trademark registrations and applications for the registration of trademarks set forth on Schedule C), 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 0423 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 0286 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 U.S. Copyright Office on April 10, 2012 at Volume 3614 Doc. No. 364 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 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, 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**

COMVERGE, INC.

By: _____

Name: **John Horton**

Title: **Executive Vice President, Chief
Financial Officer and Treasurer**

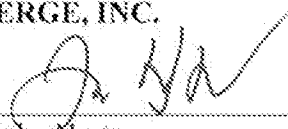
[Signature Page - Termination and Release of Intellectual Property Agreement]

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: _____

CONVERGE, INC.

By:  _____
Name: John Horton
Title: Executive Vice President, Chief
Financial Officer and Treasurer

SCHEDULE A

US Copyrights and Copyright Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Comverge, Inc. product datasheets, 2005.	TX-6-261-099	10/21/2005
www.comverge.com.	TX-6-259-021	10/21/2005
Virtual Peaking Capacity Brochure	TX-6-261-110	10/21/2005
SmartGrid	1-741499571	3/22/2012

SCHEDULE B

Patents and Patent Applications

<u>Title</u>	<u>Country</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>
HVAC COMMUNICATION SYSTEM	U.S.	7,163,158	01/16/2007
UTILITY METER INTERFACE SYSTEM	U.S.	6,747,571	06/08/2004
METHOD OF DETECTING TAMPER OF AN ELECTRIC METER	U.S.	6,362,745	03/26/2002
METHOD AND APPARATUS USING DISTRIBUTED INTELLIGENCE FOR APPLYING REAL TIME PRICING AND TIME OF USE RATES IN WIDE AREA NETWORK INCLUDING A HEADEND AND SUBSCRIBER	U.S.	6,167,389	12/26/2000
METHOD AND APPARATUS FOR INITIALIZING A MICROPROCESSOR TO INSURE FAULT-FREE OPERATION	U.S.	6,134,655	10/17/2000
ELECTRIC METER TAMPER DETECTION CIRCUIT FOR SENSING ELECTRIC METER REMOVAL	U.S.	6,118,269	09/12/2000
LOCAL POWER CONSUMPTION LOAD CONTROL	U.S.	7,606,639	10/20/2009

<u>Title</u>	<u>Country</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>
METHOD AND SYSTEM FOR LOCAL LOAD CONTROL	U.S.	7,778,737	08/17/2010
TAMPER DETECTION SYSTEM FOR LOAD MANAGEMENT DEVICE	U.S.	5,345,225	09/06/1994
METHOD AND APPARATUS FOR PROVIDING INFORMATION TO A SUBSCRIBER OVER AN ELECTRONIC NETWORK	U.S.	5,559,870	09/24/1996
APPARATUS AND METHOD FOR CONTROLLING AN ELECTRICAL LOAD AND MONITORING CONTROL OPERATIONS AND THE ELECTRICAL LOAD	U.S.	5,576,700	11/19/1996
METHOD AND APPARATUS FOR COMMUNICATING INFORMATION BETWEEN A HEADED AND SUBSCRIBER OVER A WIDE AREA NETWORK	U.S.	5,896,382	04/20/1999
MODULAR METER BASED UTILITY GATEWAY ENCLOSURE	U.S.	5,898,387	04/27/1999
HVAC COMMUNICATION SYSTEM	U.S.	7,510,126	03/31/2009
HVAC COMMUNICATION SYSTEM	U.S.	7,537,172	05/26/2009
ELECTRIC POWER SUPPLY MANAGEMENT SYSTEM	U.S.	6,151,330	11/21/2000
ELECTRIC POWER SUPPLY MANAGEMENT SYSTEM	Canada	2,223,316	02/12/2008

<u>Title</u>	<u>Country</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>
METHOD AND SYSTEM FOR CO-OPERATIVE CHARGING OF ELECTRIC VEHICLES	U.S.	8,106,627	01/31/2012
METHOD AND SYSTEM FOR CALCULATING ENERGY METRICS OF A BUILDING AND ONE OR MORE ZONES WITHIN THE BUILDING	U.S.	12/362,028 8,155,900	1/29/2009
METHOD AND SYSTEM FOR MONITORING, SELLING, AND BUYING RENEWABLE ENERGY CREDITS	U.S.	12/362,108	1/29/2009
METHOD AND SYSTEM FOR CONTROLLING UNITARY AIR CONDITIONERS FOR REDUCING PEAK LOADS	U.S.	12/433,938	5/1/2009
METHOD AND SYSTEM FOR CHARGING OF ELECTRIC VEHICLES ACCORDING TO USER DEFINED PRICES AND PRICE OFF-SETS	U.S.	12/363,242 8,154,246	1/30/2009
METHOD AND SYSTEM FOR TRACKING ALTERNATIVE FUELED BASED TRAVEL IN ALTERNATIVE FUELED VEHICLES	U.S.	12/848,142	7/31/2010
METHOD AND SYSTEM FOR PROVIDING ELECTRIC VEHICLE SERVICES AT A PARKING FACILITY	U.S.	12/363,296	1/30/2009

<u>Title</u>	<u>Country</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>
METHOD AND SYSTEM FOR COOPERATIVE POWERING OF UNITARY AIR CONDITIONERS	U.S.	12/492,211	6/26/2009
METHOD AND SYSTEM FOR PROVIDING A CENTRAL CONTROLLER THAT CAN COMMUNICATE ACROSS HETEROGENOUS NETWORKS FOR REACHING VARIOUS ENERGY LOAD CONTROL DEVICES	U.S.	12/619,674	11/16/2009
METHOD AND SYSTEM FOR CO-OPERATIVE CHARGING OF ELECTRIC VEHICLES	U.S.	12/699,019	2/2/2010
METHOD AND SYSTEM FOR CO-OPERATIVE CHARGING OF ELECTRIC VEHICLES	PCT	PCT/US11/23082	1/30/2011
METHOD AND SYSTEM FOR CO-OPERATIVE CHARGING OF ELECTRIC VEHICLES	U.S.	13/329,291	12/18/2011
VARIABLE DEMAND RESOURCE TO BALANCE FLUCTUATING SUPPLY IN AN ELECTRIC SUPPLY AND DISTRIBUTION SYSTEM	U.S.	13/118,414	5/28/2011
SYSTEM AND METHOD FOR ESTABLISHING LOCAL CONTROL OF A SPACE CONDITIONING LOAD DURING A DIRECT LOAD CONTROL EVENT	U.S.	12/869,561	8/26/2010

<u>Title</u>	<u>Country</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>
SYSTEM AND METHOD FOR ESTABLISHING LOCAL CONTROL OF A SPACE CONDITIONING LOAD DURING A DIRECT LOAD CONTROL EVENT	PCT	PCT/US11/48524	08/20/2011
METHOD AND SYSTEM FOR CONTROLLING A BUILDING LOAD IN TANDEM WITH A REPLENISHABLE ENERGY SOURCE IN ORDER TO INCREASE THE APPARENT SIZE OF THE REPLENISHABLE ENERGY SOURCE	U.S.	13/229,739	9/11/2011
METHOD AND SYSTEM FOR CONTROLLING A BUILDING LOAD IN TANDEM WITH A REPLENISHABLE ENERGY SOURCE IN ORDER TO INCREASE THE APPARENT SIZE OF THE REPLENISHABLE ENERGY SOURCE	PCT	PCT/US11/51144	9/11/2011
HVAC COMMUNICATION SYSTEM	U.S.	7,648,077	1/19/2010
HVAC COMMUNICATION SYSTEM	Canada	2,693,514	12/13/2005
HVAC COMMUNICATION SYSTEM	Canada	2,589,959	5/4/2010

SCHEDULE C

Trademarks and Trademark Applications

<u>Description</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
VIRTUAL PEAKING CAPACITY	U.S.	3,344,159	11/27/2007
COMVERGE	U.S.	3,182,682	12/12/2006
MAINGATE	U.S.	3,132,072	08/22/2006
SUPERSTAT	U.S.	2,991,843	09/06/2005
APOLLO	U.S.	3,709,795	11/10/2009
THE ENERGY TO GO CLEAN	U.S.	3,617,040	05/05/2009
THE ENERGY TO BE GREEN	U.S.	3,706,036	11/03/2009
THE ENERGY TO BE CLEAN	U.S.	3,706,035	11/03/2009
WATTSPOT	U.S.	3,401,336	03/25/2008
THEWATTSPOT	U.S.	3,401,335	03/25/2008
COOLIBRIUM	U.S.	3,322,349	10/30/2007
SQUARE DESIGN / LOGO	U.S.	4,036,234	10/04/2011
INTELLITEMP	U.S.	4,052,013	11/08/2011
INTELLIMARKET	U.S.	4,052,011	11/08/2011
INTELLIMEASURE	U.S.	4,052,006	11/08/2011
COMVERGE (word mark)	U.S.	4,062,279	11/29/2011
INTELLISUPPORT	U.S.	4,079,072	01/03/2012
INTELLIPLAN	U.S.	4,051,975	11/08/2011
INTELLICONNECT	U.S.	4,104,125	02/28/2012
INTELLIFOCUS	U.S.	4,097,957	02/14/2012
INTELLISOURCE	U.S.	4,101,086	02/21/2012
INTELLIPEAK	U.S.	4,101,083	02/21/2012
SQUARE DESIGN / LOGO	Turkey	2011/24606	03/24/2011
COMVERGE	Turkey	2011/24596	03/24/2011
INTELLISOURCE	Turkey	2011/40871	05/13/2011
COMVERGE	South Africa	2010/27842 Class 09	11/29/2010
INTELLISOURCE	South Africa	2011/12068 Class 09	05/20/2011
COMVERGE	South Africa	2010/27843 Class 35	11/29/2010
COMVERGE	South Africa	2010/27844 Class 37	11/29/2010
COMVERGE	South Africa	2010/27845 Class 38	11/29/2010
COMVERGE	South Africa	2010/27846 Class 39	11/29/2010
COMVERGE	South Africa	2010/27847 Class 42	11/29/2010
COMVERGE	Saudi Arabia	166609	4/4/2011
INTELLISOURCE	Saudi Arabia	168539	5/29/2011
SQUARE DESIGN / LOGO	Saudi Arabia	166610	4/4/2011

TRADEMARK

RECORDED: 08/02/2013

REEL: 005084 FRAME: 0720