

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release by secured party previously recorded on August 9, 2013		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peak Holding Corp.		08/12/2013	CORPORATION: 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: 2			
Property Type	Number	Word Mark	
Serial Number:	85609642	SUMMER ADVANTAGE	
Serial Number:	85752706	ENERGY MADE BETTER	
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		
NAME OF SUBMITTER:	Donna Gasiorowski		

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Signature:	/DONNA GASIOROWSKI/
Date:	08/15/2013
Total Attachments: 6 source=8-12-2013 Release-Peak Holding to Comverge #2#page1.tif source=8-12-2013 Release-Peak Holding to Comverge #2#page2.tif source=8-12-2013 Release-Peak Holding to Comverge #2#page3.tif source=8-12-2013 Release-Peak Holding to Comverge #2#page4.tif source=8-12-2013 Release-Peak Holding to Comverge #2#page5.tif source=8-12-2013 Release-Peak Holding to Comverge #2#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 12, 2013, is made by **PEAK HOLDING CORP.**, a Delaware corporation, located at 1450 Brickell Avenue, 31st Floor, Miami, Florida 33131 ("Peak") as collateral agent for the below-defined Lenders (in such capacity, "Note Agent") 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 Note Purchase and Security Agreement dated as of March 26, 2012 (the "Note Purchase Agreement") by and among the Grantor and certain other Borrowers, Grantor granted to Peak, 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 Note Purchase Agreement;

WHEREAS, pursuant to the terms of the Note Purchase Agreement, Grantor and Borrower entered into that certain Intellectual Property Security Agreement ("Intellectual Property Security Agreement"), dated as of August 2, 2013, pursuant to which Grantor granted and assigned to Peak a continuing security interest in, and pledged to Peak, all of Grantor's right, title and interest in and to its trademark registrations and applications for the registration of trademarks set forth on Schedule A and patents and patent applications set forth on Schedule B (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 August 9, 2013* for the purpose of providing IP Collateral as collateral security for the payment and performance of certain obligations of the Grantor to Peak;

WHEREAS, the Intellectual Property Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on August 9, 2013* for the purpose of providing IP Collateral as collateral security for the payment and performance of certain obligations of the Grantor to Peak;

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

WHEREAS, Peak 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, Peak hereby (i) terminates, releases, and discharges any and all security interest, pledges, and other rights it has in or to the IP Collateral; and (ii) terminates the Intellectual Property Security Agreement.

Peak 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

* Since the Intellectual Property Security Agreement was recently filed on August 9, 2013 in the Patent and Trademark Office, a Reel/Frame number has not yet been assigned.

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 has executed this Termination and Release as of the date first above written.

PEAK HOLDING CORP.

By: _____

Name: Joseph Zulli

Title: Treasurer

COMVERGE, INC.

By: _____


Name: John Horton

Title: Executive Vice President, Chief
Financial Officer and Treasurer

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

PEAK HOLDING CORP.

By: _____
Name: Joseph Zulli
Title: Treasurer

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

SCHEDULE A

Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SUMMER ADVANTAGE	U.S.	85/609,642	April 26, 2012
ENERGY MADE BETTER	U.S.	85/752,706	October 12, 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>
SYSTEM AND METHOD FOR ESTABLISHING LOCAL CONTROL OF A SPACE CONDITIONING LOAD DURING A DIRECT LOAD CONTROL EVENT	U.S.	13/709,020	12/09/2012
METHOD AND SYSTEM FOR CALCULATING ENERGY METRICS OF A BUILDING AND ONE OR MORE ZONES WITHIN THE BUILDING	U.S.	8370093 13/411,619	2/5/2013 3/4/2012