

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421807

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Perseus Partners VII, L.P.		07/25/2008	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Proton Energy Systems, Inc.		
Street Address:	10 Technology Drive		
City:	Wallingford		
State/Country:	CONNECTICUT		
Postal Code:	06492		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2204373	PROTON	
Registration Number:	2241035	HOGEN	
Registration Number:	2529000	PROTON ENERGY SYSTEMS	
Registration Number:	3410969	STABLE FLOW HYDROGEN CONTROL SYSTEM	
Registration Number:	3410970	STABLE FLOW	
CORRESPONDENCE DATA			
Fax Number:	8602860115		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(860)286-2929		
Email:	TM-CT@cantorcolburn.com		
Correspondent Name:	Christopher J. Whalley		
Address Line 1:	Cantor Colburn LLP		
Address Line 2:	20 Church Street, 22nd Floor		
Address Line 4:	Hartford, CONNECTICUT 06103-3207		
ATTORNEY DOCKET NUMBER:	PES0357G		
NAME OF SUBMITTER:	Christopher J. Whalley		
SIGNATURE:	/cjw/		
DATE SIGNED:	03/30/2017		

OP \$140.00 2204373

Total Attachments: 4

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July 25, 2008

Distributed Energy Systems Corp.
Proton Energy Systems, Inc.
Technology Drive, LLC
10 Technology Drive
Wallingford, CT 06492
Attn: Bernard H. Cherry, Interim Chairman and CEO

Re: Securities Purchase Agreement, dated as of May 10, 2007 (the "Purchase Agreement"), by and among Distributed Energy Systems Corp. ("DESC") and Perseus Partners VII, L.P. ("Perseus") and the Secured Debtor-In-Possession Loan Agreement, dated as of June 24, 2008 (the "DIP Loan Agreement"), and together with the Purchase Agreement, the Prepetition Loan Documents and the Postpetition Loan Documents, the "Perseus Loan Documents") by and among DESC and Northern Power Systems, Inc., Proton Energy Systems, Inc. ("Proton"), Technology Drive, LLC, ("Tech LLC"), Northern Power Systems Commercial Condominium Owners Association, DESC WTE Energy LLC and NP Canada, Inc. and Perseus

Ladies and Gentlemen:

Perseus has been requested to provide this letter stating that upon the closing of the sale of all of the common stock of Proton Energy Systems, Inc. to P9 Investments, LLC and the receipt by Perseus of the Pay-Off Amount (as defined hereafter), (the "Pay-Off Amount") of the Prepetition Obligations owing to Perseus shall be paid off. Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to such terms in the DIP Loan Agreement.

The Pay-Off Amount set forth in the immediately preceding paragraph may be transferred by wire, in immediately available funds, in accordance with and in the amounts designated in the following instructions:

Bank:

ABA#:
SWIFT/BIC:
Acct#:
Acct Name:

Upon receipt by Perseus of the Pay-Off Amount:

(i) all obligations under the Perseus Loan Documents owing to Perseus by each of Proton and Tech LLC shall have been satisfied in full, except for indemnities and

other obligations which by the express terms of the relevant Perseus Loan Documents survive the payment of the Pay-Off Amount;

(ii) any security interests, mortgages, liens and pledges granted by Proton and Tech LLC in favor of Perseus, including those security interests, mortgages, liens and pledges granted under the Subsidiary Security Agreement, the Prepetition Guaranty and the Postpetition Security Agreement, shall be automatically terminated and released (without recourse and without representation or warranty) with no further action on the part of Perseus;

(iii) all of the Perseus Loan Documents to which either Proton or Tech LLC is a party shall be deemed to be automatically terminated and be of no further force and effect solely with respect to Proton and Tech LLC, as applicable;

(iv) Perseus shall promptly (i) deliver to DESC all Collateral (as such term is defined in each of the Subsidiary Security Agreement and the Postpetition Security Agreement) pledged by Proton and Tech LLC in its possession, (ii) deliver to DESC any certificate for the shares of common stock of Proton pledged by DESC and any executed stock transfer forms related to such certificate in its possession and (iii) procure, deliver or execute and deliver all further instruments and documents, and take any other actions, which are reasonably required to evidence the consummation of the pay-off and other termination of the security interests contemplated hereby;

(v) Perseus hereby authorizes Proton and its counsel to file on behalf of Perseus (at DESC's sole cost and expense) any UCC-3 termination statements, mortgage discharges, intellectual property releases or other releases necessary to effect the releases contemplated by this letter, in each case subject to review and approval by Perseus prior to filing; and

(vi) at any time and from time to time, upon the written request and at the expense of DESC, Perseus will promptly execute and deliver any and all further instruments and documents and take such further action as DESC may reasonably request to effect, evidence or reflect of public record, the release of the security interests and liens referred to in this letter.

The parties hereto also hereby confirm that payment of the Pay-Off Amount shall not release DESC or any of its Affiliates other than Proton and Tech LLC from any of their respective obligations under any Perseus Loan Document, including without limitation their obligations to repay the remaining amount of the Prepetition Obligations and the Postpetition Debt.

THIS LETTER AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREBUNDER, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES).

This letter may be executed by one or more persons, each of whom shall be an original signatory, which taken together shall constitute the signature of the party to be bound by electronic transmission, and shall be deemed to be an original signature.

BY: *[Signature]*
BY: Peter J. Tallian, VICE PRESIDENT

BY: *[Signature]*
BY: *[Signature]*

[Signature]
Peter J. Tallian
Vice President for Legal Affairs

BY: *[Signature]*
BY: WILDERED AND AGRESTI

BY: *[Signature]*
BY: DISTRIBUTED ENERGY SYSTEMS, INC.

[Signature]
[Signature]
Peter J. Tallian
CS

BY: *[Signature]*
BY: PHOTON ENERGY SYSTEMS, INC.

BY: _____
Name: _____
Title: _____

BY: *[Signature]*
BY: TECHNOLOGY DRIVE, LLC
Photon Energy Systems, Inc.
Vice President and Manager

BY: _____
Name: _____
Title: _____

This letter may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one agreement. Any signature delivered by a party by facsimile or electronic transmission shall be deemed to be an original signature hereto.

PERSEUS PARTNERS VII, L.P.

By: Perseus Partners VII GP, L.P.,
its general partner

By: Perseus Partners VII GP, L.L.C.,
its general partner


By: _____
Teresa Y. Bernstein
Vice President for Legal Affairs

ACKNOWLEDGED AND AGREED:


DISTRIBUTED ENERGY SYSTEMS CORP.

By: _____
Name:
Title:

PROTON ENERGY SYSTEMS, INC.

By: 
Name: ROBERT FRIEDLAND
Title: PRESIDENT

TECHNOLOGY DRIVE, LLC
by Proton Energy Systems, Inc.
its sole member and manager

By: 
Name: ROBERT FRIEDLAND
Title: PRESIDENT