

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
COMVERGE, INC.		11/07/2008	CORPORATION: GEORGIA

**RECEIVING PARTY DATA**

<b>Name:</b>	SILICON VALLEY BANK
<b>Street Address:</b>	3003 TASMAN DRIVE
<b>City:</b>	SANTA CLARA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054-1191
<b>Entity Type:</b>	CHARTERED BANK: CALIFORNIA

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	3344159	VIRTUAL PEAKING CAPACITY
Registration Number:	3182682	COMVERGE
Registration Number:	3132072	MAINGATE
Registration Number:	2991843	SUPERSTAT
Serial Number:	77506340	APOLLO PLATFORM
Serial Number:	77506257	APOLLO
Serial Number:	77377518	THE ENERGY TO GO CLEAN
Serial Number:	77377491	THE ENERGY TO BE GREEN
Serial Number:	77377468	THE ENERGY TO BE CLEAN
Serial Number:	77377411	THE ENERGY TO GO GREEN
Registration Number:	3401336	WATTSPOT
Registration Number:	3401335	THEWATTSPOT
Serial Number:	77377509	THE POWER IN GREEN
Serial Number:	77377475	ENERGY IN GREEN POWER

**OP \$415.00 3344159**

Registration Number:	3322349	COOLIBRIUM
Serial Number:	77505921	APOLLO SMARTGRID

**CORRESPONDENCE DATA**

Fax Number: (404)962-6736  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (404) 885-3038  
Email: michael.brignati@troutmansanders.com  
Correspondent Name: MICHAEL J. BRIGNATI, PH.D.  
Address Line 1: TROUTMAN SANDERS LLP  
Address Line 2: 600 PEACHTREE STREET, N.E.  
Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	220763.000980
NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.
Signature:	/Michael J. Brignati 60,890/
Date:	11/10/2008

**Total Attachments: 8**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 7, 2008 by and between SILICON VALLEY BANK ("Bank") and COMVERGE, INC. ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement dated November 7, 2008 by and among GRANTOR, ENERWISE GLOBAL TECHNOLOGIES, INC., a Delaware corporation ("Enerwise"), COMVERGE GIANTS, INC., a Delaware corporation ("Giants"), PUBLIC ENERGY SOLUTIONS, LLC, a Delaware limited liability company ("PES") PUBLIC ENERGY SOLUTIONS NY, LLC, a Delaware limited liability company ("PES-NY") and CLEAN POWER MARKETS, INC., a Pennsylvania corporation ("CPM") (each of Enerwise, Giants, PES, PES-NY and CPM are hereinafter referred to individually as a "Borrower" and collectively as "Borrowers") (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor and Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

*[SIGNATURE PAGE TO FOLLOW]*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

3950 Shackleford Road, Suite 400  
Duluth, Georgia 33096  
Attn: MICHAEL PICCHI

GRANTOR:

COMVERGE, INC.

By: Michael Picchi

Title: EVP- CFO

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: Andrew A. Rico

BANK:

SILICON VALLEY BANK

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

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

COMVERGE, INC.

3950 Shackleford Road, Suite 400  
Duluth, Georgia 33096  
Attn: \_\_\_\_\_

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

Title: \_\_\_\_\_

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive  
Santa Clara, CA 95054-1191

By: Andrew A. Rico

Title: Sr. Vice President

Attn: Andrew A. Rico

SCHEDULE A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Comverge, Inc. product datasheets, 2005.	TX0006261099	10/21/2005
www.comverge.com.	TX0006259021	10/21/2005

SCHEDULE B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>
HVAC COMMUNICATION SYSTEM	7,163,158	01/16/2007
UTILITY METER INTERFACE SYSTEM	6,747,571	06/08/2004
METHOD OF DETECTING TAMPER OF AN ELECTRIC METER	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	6,167,389	12/26/2000
METHOD AND APPARATUS FOR INITIALIZING A MICROPROCESSOR TO INSURE FAULT-FREE OPERATION	6,134,655	10/17/2000
ELECTRIC METER TAMPER DETECTION CIRCUIT FOR SENSING ELECTRIC METER REMOVAL	6,118,269	09/12/2000
LOCAL POWER CONSUMPTION LOAD CONTROL	11/470,534	09/06/2006
METHOD AND SYSTEM FOR LOCAL LOAD CONTROL	11/470,549	09/06/2006
TAMPER DETECTION SYSTEM FOR LOAD MANAGEMENT DEVICE	5,345,225	10/30/1992
APPARATUS AND METHOD FOR CONTROLLING DISTRIBUTION OF ELECTRICAL ENERGY TO A SPACE CONDITIONING LOAD	5,462,225	10/31/1995
METHOD AND APPARATUS FOR PROVIDING INFORMATION TO A SUBSCRIBER OVER AN ELECTRONIC NETWORK	5,559,870	06/30/1995
APPARATUS AND METHOD FOR CONTROLLING AN ELECTRICAL LOAD AND MONITORING CONTROL OPERATIONS AND THE ELECTRICAL LOAD	5,576,700	08/26/1992



METHOD AND APPARATUS FOR COMMUNICATING INFORMATION BETWEEN A HEADED AND SUBSCRIBER OVER A WIDE AREA NETWORK	5,896,382	11/19/1996
MODULAR METER BASED UTILITY GATEWAY ENCLOSURE	5,898,387	03/26/1997
METHOD AND SYSTEM FOR LOCAL LOAD CONTROL	PCT/US2006/034599	09/06/2006
LOCAL POWER CONSUMPTION LOAD CONTROL	PCT/US2006/034597	09/06/2006

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
VIRTUAL PEAKING CAPACITY (Registered)	3,344,159	11/27/2007
COMVERGE (Registered)	3,182,682	12/12/2006
MAINGATE (Registered)	3,132,072	08/22/2006
SUPERSTAT (Registered)	2,991,843	09/06/2005
APOLLO SMARTGRID (Pending)	77/505,921	06/23/2008
APOLLO PLATFORM (Pending)	77/506,340	06/24/2008
APOLLO (Pending)	77/506,257	06/24/2008
THE ENERGY TO GO CLEAN (Allowed)	77/377,518	01/22/2008
THE ENERGY TO BE GREEN (Allowed)	77/377,491	01/22/2008
THE ENERGY TO BE CLEAN (Allowed)	77/377,468	01/22/2008
THE ENERGY TO GO GREEN (Allowed)	77/377,411	01/22/2008
WATTSPOT (Registered)	3,401,336	03/25/2008
THEWATTSPOT (Registered)	3,401,335	03/25/2008
THE POWER IN GREEN (Pending)	77/377,509	01/22/2008
ENERGY IN GREEN POWER (Pending)	77/377,475	01/22/2008
COOLIBRIUM (Registered)	3,322,349	10/30/2007