

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENERWISE GLOBAL TECHNOLOGIES, INC.		11/07/2008	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054-1191		
Entity Type:	CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2247837	THE POWER OF ENERGY INFORMATION	
Registration Number:	2191335	ENERWISE	
Registration Number:	2365050	DATAPULT	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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.		

OP \$90.00 2247837

Signature:	/Michael J. Brignati 60,890/
Date:	11/10/2008
Total Attachments: 7 source=SVB-Enerwise_Executed_IP_Security_Agreement#page1.tif source=SVB-Enerwise_Executed_IP_Security_Agreement#page2.tif source=SVB-Enerwise_Executed_IP_Security_Agreement#page3.tif source=SVB-Enerwise_Executed_IP_Security_Agreement#page4.tif source=SVB-Enerwise_Executed_IP_Security_Agreement#page5.tif source=SVB-Enerwise_Executed_IP_Security_Agreement#page6.tif source=SVB-Enerwise_Executed_IP_Security_Agreement#page7.tif	

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 ENERWISE GLOBAL TECHNOLOGIES, 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, COMVERGE, INC., a Delaware corporation ("Comverge"), 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 Comverge, 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]

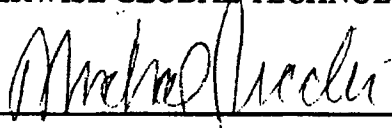
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

ENERWISE GLOBAL TECHNOLOGIES, INC.

3950 Shackleford Road, Suite 400
Duluth, Georgia 33096
Attn: _____

By: 
Title: EVP-CFO

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191
Attn: Andrew A. Rico

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:

ENERWISE GLOBAL TECHNOLOGIES, 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>
None		

SCHEDULE B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>
ENERGY INFORMATION SYSTEM AND SUB-MEASUREMENT BOARD FOR USE THEREWITH	7,275,000	09/25/2007
ENERGY INFORMATION SYSTEM AND SUB-MEASUREMENT BOARD FOR USE THEREWITH	6,728,646	04/27/2004
COMPUTER ASSISTED AND/OR IMPLEMENTED PROCESS AND ARCHITECTURE FOR WEB-BASED MONITORING OF ENERGY RELATED USAGE, AND CLIENT ACCESSIBILITY THEREFORE	6,618,709	09/09/2003
COMPUTER ASSISTED AND/OR IMPLEMENTED PROCESS AND ARCHITECTURE FOR WEB-BASED MONITORING OF ENERGY RELATED USAGE, AND CLIENT ACCESSIBILITY THEREFORE	10/133,640	04/29/2002
COMPUTERIZED UTILITY COST ESTIMATION METHOD AND SYSTEM	10/127,715	04/23/2002
COMPUTER ASSISTED AND/OR IMPLEMENTED PROCESS AND ARCHITECTURE FOR WEB-BASED MONITORING OF ENERGY RELATED USAGE, AND CLIENT ACCESSIBILITY THEREFOR	10/629,540	07/30/2003

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
THE POWER OF ENERGY INFORMATION (Registered)	2,247,837	05/25/1999
ENERWISE (Registered)	2,191,335	09/22/1998
DATAPULT (Registered)	2,365,050	07/04/2000