

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PUBLIC ENERGY SOLUTIONS, LLC		11/07/2008	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<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		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3085281	KW OPERATION KILL-A-WATT	
Registration Number:	3179503	PROFIT FROM ENERGY	
Registration Number:	3116676	PUBLIC ENERGY SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)962-6736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(404) 885-3038		
<b>Email:</b>	michael.brignati@troutmansanders.com		
<b>Correspondent Name:</b>	MICHAEL J. BRIGNATI, PH.D.		
<b>Address Line 1:</b>	TROUTMAN SANDERS LLP		
<b>Address Line 2:</b>	600 PEACHTREE STREET, N.E.		
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	220763.000980		
<b>NAME OF SUBMITTER:</b>	Michael J. Brignati, Ph.D.		

OP \$90.00 3085281

Signature:	/Michael j. Brignati 60,890/
Date:	11/10/2008
<b>Total Attachments: 7</b> source=SVB-PublicEnergy_Executed_IP_Security_Agreement#page1.tif source=SVB-PublicEnergy_Executed_IP_Security_Agreement#page2.tif source=SVB-PublicEnergy_Executed_IP_Security_Agreement#page3.tif source=SVB-PublicEnergy_Executed_IP_Security_Agreement#page4.tif source=SVB-PublicEnergy_Executed_IP_Security_Agreement#page5.tif source=SVB-PublicEnergy_Executed_IP_Security_Agreement#page6.tif source=SVB-PublicEnergy_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 PUBLIC ENERGY SOLUTIONS, LLC ("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"), ENERWISE GLOBAL TECHNOLOGIES, INC., a Delaware corporation ("Enerwise"), COMVERGE GIANTS, INC., a Delaware corporation ("Giants"), PUBLIC ENERGY SOLUTIONS NY, LLC, a Delaware limited liability company ("PES-NY") and CLEAN POWER MARKETS, INC., a Pennsylvania corporation ("CPM") (each of Comverge, Enerwise, Giants, 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: \_\_\_\_\_

GRANTOR:

PUBLIC ENERGY SOLUTIONS, LLC

By: Michael Vecchi

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:

PUBLIC ENERGY SOLUTIONS, LLC

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  
Attn: Andrew A. Rico

By: Andrew A. Rico  
Title: Sr Vice President

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>
NONE		



SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
KW OPERATION KILL-A-WATT (Registered)	3,085,281	04/25/2006
PROFIT FROM ENERGY (Registered)	3,179,503	12/05/2006
PUBLIC ENERGY SOLUTIONS (Registered)	3,116,676	07/18/2006