

**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>
Comverge, Inc.		11/05/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Partners for Growth III, L.P.		
<b>Street Address:</b>	180 Pacific Avenue		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94111		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2991843	SUPERSTAT	
Registration Number:	3132072	MAINGATE	
Registration Number:	3182682	COMVERGE	
Registration Number:	2613885	SIXTH DIMENSION	
Registration Number:	2619548	POWERPORTAL	
Registration Number:	2743182	6D	
Registration Number:	3322349	COOLIBRIUM	
Registration Number:	3344159	VIRTUAL PEAKING CAPACITY	
Registration Number:	3401335	THEWATTSPOT	
Registration Number:	2365050	DATAPULT	
Registration Number:	2191335	ENERWISE	
Registration Number:	2247837	THE POWER OF ENERGY INFORMATION	
Registration Number:	3116676	PUBLIC ENERGY SOLUTIONS	
Registration Number:	3085281	KW OPERATION KILL-A-WATT	

OP \$565.00 2991843

Registration Number:	3179503	PROFIT FROM ENERGY
Serial Number:	77377411	THE ENERGY TO GO GREEN
Serial Number:	77377518	THE ENERGY TO GO CLEAN
Serial Number:	77377468	THE ENERGY TO BE CLEAN
Serial Number:	77377491	THE ENERGY TO BE GREEN
Serial Number:	77506257	APOLLO
Serial Number:	85145430	COMVERGE
Serial Number:	85145393	

**CORRESPONDENCE DATA**

Fax Number: (415)738-5371  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 4153813283  
Email: ben@greenspan-law.com  
Correspondent Name: Benjamin Greenspan  
Address Line 1: 620 Laguna Road  
Address Line 4: Mill Valley, CALIFORNIA 94941

ATTORNEY DOCKET NUMBER:	PFG3-COMVERGE
NAME OF SUBMITTER:	Benjamin Greenspan
Signature:	/bg2/
Date:	11/08/2010

Total Attachments: 3  
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**TRADEMARK COLLATERAL AGREEMENT AND NOTICE**

This Trademark Collateral Agreement and Notice dated as of November 5, 2010, is between Comverge, Inc., a Delaware corporation with its principal place of business at 5390 Triangle Parkway, Suite 300, Norcross, GA 30092 ("Assignor") and Partners for Growth III, L.P., 180 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement dated November 5, 2010, by and among Assignor, the other Borrowers named therein and Assignee, and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee dated November 5, 2010, by and among Assignor, the other Grantors named therein and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

Comverge, Inc.

By \_\_\_\_\_  
Executive Vice President

By \_\_\_\_\_  
Assistant Secretary

Assignee:

PARTNERS FOR GROWTH III, L.P.

By  \_\_\_\_\_

Name: Andrew Kahn

Title: Manager, Partners for Growth III, LLC  
Its General Partner

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of November 5, 2010, is between Converge, Inc., a Delaware corporation with its principal place of business at 5390 Triangle Parkway, Suite 300, Norcross, GA 30092 ("Assignor") and Partners for Growth III, L.P., 180 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement dated November 5, 2010, by and among Assignor, the other Borrowers named therein and Assignee, and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee dated November 5, 2010, by and among Assignor, the other Grantors named therein and Assignee;


NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

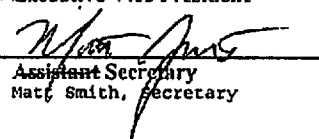
Assignor:

Converge, Inc.

By

  
Michael Picchi, Executive Vice President

By

  
Assistant Secretary  
Matt Smith, Secretary

Assignee:

PARTNERS FOR GROWTH III, L.P.

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: Manager, Partners for Growth III, LLC  
Its General Partner

TRADEMARK

REEL: 004411 FRAME: 0396

**EXHIBIT 1****Grantor****Trademark Schedule**

<b>Trademarks</b>	
<b>Serial Number - Registration Number</b>	<b>Mark</b>
U.S. Reg. No. 2,991,843	SUPERSTAT
U.S. Reg. No. 3,132,072	MAINGATE
U.S. Reg. No. 3,182,682	COMVERGE (& DESIGN)
U.S. Reg. No. 2,613,885	SIXTH DIMENSION
U.S. Reg. No's 2,619,548; 2,627,220	POWERPORTAL
U.S. Reg. No. 2,743,182	6D
U.S. Reg. No. 3,322,349	COOLIBRIUM
U.S. Reg. No. 3,344,159	VIRTUAL PEAKING CAPACITY
U.S. Reg. No. 3,401,335	THEWATTSPOT
U.S. Reg. No. 3,401,336	WATTSPOT
U.S. Reg. No. 2,365,050	DATAPULT
825485487 (BRAZIL)	DATAPULT
U.S. Reg. No. 2,191,335	ENERWISE
825485479 (BRAZIL)	ENERWISE
U.S. Reg. No. 2,247,837	THE POWER OF ENERGY INFORMATION
U.S. Reg. No. 3,116,676	PUBLIC ENERGY SOLUTIONS (W/ DESIGN)
U.S. Reg. No. 3,085,281	KW OPERATION KILL-A-WATT (W/ DESIGN)
U.S. Reg. No. 3,179,503	PROFIT FROM ENERGY
825483379 (BRAZIL)	ENERWISE VIRTUAL ENERGY MANAGER
Not Filed; COMMON LAW	COOLSENTRY
U.S. App. Ser. No. 77/377,411	THE ENERGY TO GO GREEN
U.S. App. Ser. No. 77/377,518	THE ENERGY TO GO CLEAN
U.S. App. Ser. No. 77/377,468	THE ENERGY TO BE CLEAN
U.S. App. Ser. No. 77/377,491	THE ENERGY TO BE GREEN
U.S. App. Ser. No. 77/506, 257	APOLLO
U.S. App. Ser. No. 85/145,430	COMVERGE (word mark)
U.S. App. Ser. No. 85/145,393	Square Design / Logo