

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENERWISE GLOBAL TECHNOLOGIES, INC.		03/26/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GRACE BAY HOLDINGS II, LLC (AS SUCCESSOR-BY-ASSIGNMENT TO PARTNERS FOR GROWTH III, L.P.)		
Street Address:	1450 BRICKELL AVENUE		
Internal Address:	31ST FLOOR		
City:	MIAMI		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2191335	ENERWISE	
Registration Number:	2365050	DATAPULT	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3128623312		
Email:	patrick.lau@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	300 North LaSalle		
Address Line 2:	c/o Patrick Lau, Legal Assistant		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	36052-181-PL-PAYMENT 3/30		

CH \$65.00 2191335

NAME OF SUBMITTER:	Patrick Lau
Signature:	/pl/
Date:	03/30/2012
Total Attachments: 8 source=Enerwise IP Security Agreement#page1.tif source=Enerwise IP Security Agreement#page2.tif source=Enerwise IP Security Agreement#page3.tif source=Enerwise IP Security Agreement#page4.tif source=Enerwise IP Security Agreement#page5.tif source=Enerwise IP Security Agreement#page6.tif source=Enerwise IP Security Agreement#page7.tif source=Enerwise IP Security Agreement#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 26, 2012 (this “**Intellectual Property Security Agreement**”), by and between GRACE BAY HOLDINGS II, LLC (“**Grace Bay**”), as successor-by-assignment to Partners for Growth III, L.P., and ENERWISE GLOBAL TECHNOLOGIES, INC. (“**Grantor**”), a Delaware corporation.

RECITALS

A. Grace Bay has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement dated as of November 5, 2010 by and among GRACE BAY, GRANTOR, COMVERGE, INC., a Delaware corporation (“**Comverge**”), COMVERGE GIANTS, LLC, a Delaware limited liability company (“**Giants**”), PUBLIC ENERGY SOLUTIONS, LLC, a New Jersey limited liability company (“**PES**”) PUBLIC ENERGY SOLUTIONS NY, LLC, a Delaware limited liability company (“**PES-NY**”), CLEAN POWER MARKETS, INC., a Pennsylvania corporation (“**CPM**”), and ALTERNATIVE ENERGY RESOURCES, INC., a Delaware corporation (“**AER**” and, collectively, jointly and severally with Grantor, Comverge, Giants, PES, PES-NY and CPM, the “**Borrowers**” and each, individually, a “**Borrower**”) (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Grace Bay is willing to make the Loans to the Grantor and the other Borrowers, but only upon the condition, among others, that Grantor and the other Borrowers shall grant to Grace Bay a security interest in certain Collateral to secure the Obligations of Grantor and the other Borrowers under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each of Grantor and the other Borrowers has granted to Grace Bay a continuing security interest in, and pledges to Grace Bay all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in and to 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 the payment and performance in full of all of the Obligations under the Loan Agreement, Grantor unconditionally, grants and assigns to Grace Bay a continuing security interest in, and pledges to Grace Bay all of Grantor’s rights, title and interest in and to its General Intangible Collateral (including, without limitation, those copyrights and copyright

applications, patents and patent applications and trademarks and trademark applications listed on Schedules A, B and C hereto, respectively), 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 Grace Bay under the Loan Agreement. The rights and remedies of Grace Bay 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 Grace Bay as a matter of law or equity. Each right, power and remedy of Grace Bay 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 Grace Bay 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, without limitation, Grace Bay, of any or all other rights, powers or remedies.

To the extent there is any inconsistency between this Intellectual Property Security Agreement and the Loan Agreement, the Loan Agreement shall control; provided, however, that to the extent there is any inconsistency between this Intellectual Property Security Agreement and the Intercreditor Agreement (as hereinafter defined), the Intercreditor Agreement shall control.

This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Intellectual Property Security Agreement. Delivery of an executed counterpart of this Intellectual Property Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Intellectual Property Security Agreement.

“THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN AMENDED AND RESTATED SUBORDINATION AGREEMENT (THE “INTERCREDITOR AGREEMENT”) DATED AS OF MARCH 26, 2012 BY AND AMONG SILICON VALLEY BANK, GRACE BAY HOLDINGS II, LLC AND PEAK HOLDING CORP., AS NOTE AGENT TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE ISSUERS AND THE GUARANTORS. IN THE EVENT OF ANY CONFLICT

**BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS
INTELLECTUAL PROPERTY SECURITY AGREEMENT, THE TERMS OF THE
INTERCREDITOR AGREEMENT SHALL GOVERN.”**

[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

c/o Converge, Inc.
5390 Triangle Parkway
Suite 300
Norcross, Georgia 30092
Attention: Mr. David Mathieson
Fax: (770) 696-7665
Email: dmathieson@converge.com

ENERWISE GLOBAL TECHNOLOGIES,
INC., a Delaware corporation

By: 
Name: David Mathieson
Title: Vice President

With a copy to:

Baker Botts L.L.P.
98 San Jacinto Blvd., Suite 1500
Austin, Texas 78701
Attention: Steven Tyndall, Esq.
Fax: (512) 322-8328
Email: steve.tyndall@bakerbotts.com

[Signature Page to Intellectual Property Security Agreement - Grace Bay]

GRACE BAY:

Address of Grace Bay:

Grace Bay Holdings II, LLC
1450 Brickell Avenue, 31st Floor
Miami, FL 33131
Attn: Fraser Preston
Telephone: (305) 379-2322
Fax: (305) 379-2013
Email: fpreston@higcapital.com

GRACE BAY HOLDINGS II, LLC

By: 

Name: Richard Siegel
Title: Authorized Signatory

With a copy to:

Kirkland & Ellis LLP
555 California Street
San Francisco, CA 94104
Attn: Francesco Penati, Esq.
Fax: (415) 277-6154
Email: fpenati@kirkland.com

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
(ENERWISE GLOBAL TECHNOLOGIES, INC.)]

TRADEMARK
REEL: 004749 FRAME: 0419

SCHEDULE A

Copyrights and Copyright Applications

Description	Registration/ Application Number	Registration/ Application Date
None.		

SCHEDULE B

Patents and Patent Applications

<u>Title</u>	<u>Country</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>
ENERGY INFORMATION SYSTEM AND SUB-MEASUREMENT BOARD FOR USE THEREWITH	U.S.	7,275,000	09/25/2007
ENERGY INFORMATION SYSTEM AND SUB-MEASUREMENT BOARD FOR USE THEREWITH	U.S.	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	U.S.	6,618,709	09/09/2003

SCHEDULE C

Trademarks and Trademark Applications

<u>Description</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ENERWISE	U.S.	2,191,335	09/22/1998
DATAPULT	U.S.	2,365,050	07/04/2000
ENERWISE	Brazil	825485487	05/06/2003
DATAPULT	Brazil	825485479	05/06/2003
ENERWISE VIRTUAL ENERGY MANAGER	Brazil	825483379	04/06/2003