

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
COMVERGE, 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: 22

Property Type	Number	Word Mark
Registration Number:	3344159	VIRTUAL PEAKING CAPACITY
Registration Number:	3182682	COMVERGE
Registration Number:	3132072	MAINGATE
Registration Number:	2991843	SUPERSTAT
Registration Number:	3709795	APOLLO
Registration Number:	3617040	THE ENERGY TO GO CLEAN
Registration Number:	3706036	THE ENERGY TO BE GREEN
Registration Number:	3706035	THE ENERGY TO BE CLEAN
Registration Number:	3401336	WATTSPOT
Registration Number:	3401335	THEWATTSPOT
Registration Number:	3322349	COOLIBRIUM
Registration Number:	4036234	
Registration Number:	4052013	INTELLITEMP

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Registration Number:	4052011	INTELLIMARKET
Registration Number:	4052006	INTELLIMEASURE
Registration Number:	4062279	COMVERGE
Registration Number:	4079072	INTELLISUPPORT
Registration Number:	4051975	INTELLIPLAN
Serial Number:	85192641	INTELLICONNECT
Serial Number:	85192626	INTELLIFOCUS
Serial Number:	85192609	INTELLISOURCE
Serial Number:	85190627	INTELLIPEAK

CORRESPONDENCE DATA

Fax Number: (312)862-2200
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
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
NAME OF SUBMITTER:	Patrick Lau
Signature:	/pl/
Date:	03/30/2012

Total Attachments: 13
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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 COMVERGE, 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, ENERWISE GLOBAL TECHNOLOGIES, INC., a Delaware corporation (“**Enerwise**”), 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, Enerwise, 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.

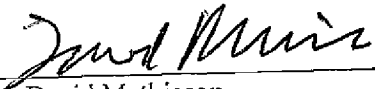
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor

Comverge, Inc.
5390 Triangle Parkway
Suite 300
Norcross, Georgia 30092
Attention: Mr. David Mathieson
Fax: (770) 696-7665
Email: dmathieson@comverge.com

COMVERGE, INC., a Delaware corporation

By: 
Name: David Mathieson
Title: Executive Vice President and
Chief Financial Officer

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:

GRACE BAY HOLDINGS II, LLC

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

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 - Grace Bay]

TRADEMARK
REEL: 004749 FRAME: 0428

SCHEDULE A

US Copyrights and Copyright Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Comverge, Inc. product datasheets, 2005.	TX-6-261-099	10/21/2005
www.comverge.com.	TX-6-259-021	10/21/2005
Virtual Peaking Capacity Brochure	TX-6-261-110	10/21/2005
SmartGrid	1-741499571	3/22/2012

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>
HVAC COMMUNICATION SYSTEM	U.S.	7,163,158	01/16/2007
UTILITY METER INTERFACE SYSTEM	U.S.	6,747,571	06/08/2004
METHOD OF DETECTING TAMPER OF AN ELECTRIC METER	U.S.	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	U.S.	6,167,389	12/26/2000
METHOD AND APPARATUS FOR INITIALIZING A MICROPROCESSOR TO INSURE FAULT-FREE OPERATION	U.S.	6,134,655	10/17/2000
ELECTRIC METER TAMPER DETECTION CIRCUIT FOR SENSING ELECTRIC METER REMOVAL	U.S.	6,118,269	09/12/2000

<u>Title</u>	<u>Country</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>
LOCAL POWER CONSUMPTION LOAD CONTROL	U.S.	7,606,639	10/20/2009
METHOD AND SYSTEM FOR LOCAL LOAD CONTROL	U.S.	7,778,737	08/17/2010
TAMPER DETECTION SYSTEM FOR LOAD MANAGEMENT DEVICE	U.S.	5,345,225	09/06/1994
METHOD AND APPARATUS FOR PROVIDING INFORMATION TO A SUBSCRIBER OVER AN ELECTRONIC NETWORK	U.S.	5,559,870	09/24/1996
APPARATUS AND METHOD FOR CONTROLLING AN ELECTRICAL LOAD AND MONITORING CONTROL OPERATIONS AND THE ELECTRICAL LOAD	U.S.	5,576,700	11/19/1996
METHOD AND APPARATUS FOR COMMUNICATING INFORMATION BETWEEN A HEADED AND SUBSCRIBER OVER A WIDE AREA NETWORK	U.S.	5,896,382	04/20/1999
MODULAR METER BASED UTILITY GATEWAY ENCLOSURE	U.S.	5,898,387	04/27/1999
HVAC COMMUNICATION SYSTEM	U.S.	7,510,126	03/31/2009

<u>Title</u>	<u>Country</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>
HVAC COMMUNICATION SYSTEM	U.S.	7,537,172	05/26/2009
ELECTRIC POWER SUPPLY MANAGEMENT SYSTEM	U.S.	6,151,330	11/21/2000
ELECTRIC POWER SUPPLY MANAGEMENT SYSTEM	Canada	2,223,316	02/12/2008
METHOD AND SYSTEM FOR CO-OPERATIVE CHARGING OF ELECTRIC VEHICLES	U.S.	8,106,627	01/31/2012
METHOD AND SYSTEM FOR CALCULATING ENERGY METRICS OF A BUILDING AND ONE OR MORE ZONES WITHIN THE BUILDING	U.S.	12/362,028	1/29/2009
METHOD AND SYSTEM FOR MONITORING, SELLING, AND BUYING RENEWABLE ENERGY CREDITS	U.S.	12/362,108	1/29/2009
METHOD AND SYSTEM FOR CONTROLLING UNITARY AIR CONDITIONERS FOR REDUCING PEAK LOADS	U.S.	12/433,938	5/1/2009
METHOD AND SYSTEM FOR CHARGING OF ELECTRIC VEHICLES ACCORDING TO USER DEFINED PRICES AND PRICE OFF-SETS	U.S.	12/363,242	1/30/2009

<u>Title</u>	<u>Country</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>
METHOD AND SYSTEM FOR TRACKING ALTERNATIVE FUELED BASED TRAVEL IN ALTERNATIVE FUELED VEHICLES	U.S.	12/848,142	7/31/2010
METHOD AND SYSTEM FOR PROVIDING ELECTRIC VEHICLE SERVICES AT A PARKING FACILITY	U.S.	12/363,296	1/30/2009
METHOD AND SYSTEM FOR COOPERATIVE POWERING OF UNITARY AIR CONDITIONERS	U.S.	12/492,211	6/26/2009
METHOD AND SYSTEM FOR PROVIDING A CENTRAL CONTROLLER THAT CAN COMMUNICATE ACROSS HETEROGENOUS NETWORKS FOR REACHING VARIOUS ENERGY LOAD CONTROL DEVICES	U.S.	12/619,674	11/16/2009
METHOD AND SYSTEM FOR CO-OPERATIVE CHARGING OF ELECTRIC VEHICLES	U.S.	12/699,019	2/2/2010
METHOD AND SYSTEM FOR CO-OPERATIVE CHARGING OF ELECTRIC VEHICLES	PCT	PCT/US11/23082	1/30/2011
METHOD AND SYSTEM FOR CO-OPERATIVE CHARGING OF ELECTRIC VEHICLES	U.S.	13/329,291	12/18/2011

Title	Country	Patent/Patent Application Number (Publication Number)	Issue/Filing Date
VARIABLE DEMAND RESOURCE TO BALANCE FLUCTUATING SUPPLY IN AN ELECTRIC SUPPLY AND DISTRIBUTION SYSTEM	U.S.	13/118,414	5/28/2011
SYSTEM AND METHOD FOR ESTABLISHING LOCAL CONTROL OF A SPACE CONDITIONING LOAD DURING A DIRECT LOAD CONTROL EVENT	U.S.	12/869,561	8/26/2010
SYSTEM AND METHOD FOR ESTABLISHING LOCAL CONTROL OF A SPACE CONDITIONING LOAD DURING A DIRECT LOAD CONTROL EVENT	PCT	PCT/US11/48524	08/20/2011
METHOD AND SYSTEM FOR CONTROLLING A BUILDING LOAD IN TANDEM WITH A REPLENISHABLE ENERGY SOURCE IN ORDER TO INCREASE THE APPARENT SIZE OF THE REPLENISHABLE ENERGY SOURCE	U.S.	13/229,739	9/11/2011
METHOD AND SYSTEM FOR CONTROLLING A BUILDING LOAD IN TANDEM WITH A REPLENISHABLE ENERGY SOURCE IN ORDER TO INCREASE THE APPARENT SIZE OF THE REPLENISHABLE ENERGY SOURCE	PCT	PCT/US11/51144	9/11/2011

<u>Title</u>	<u>Country</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>
HVAC COMMUNICATION SYSTEM	U.S.	7,648,077	1/19/2010
HVAC COMMUNICATION SYSTEM	Canada	2,693,514	12/13/2005
HVAC COMMUNICATION SYSTEM	Canada	2,589,959	5/4/2010

SCHEDULE C

Trademarks and Trademark Applications

<u>Description</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
VIRTUAL PEAKING CAPACITY	U.S.	3,344,159	11/27/2007
COMVERGE	U.S.	3,182,682	12/12/2006
MAINGATE	U.S.	3,132,072	08/22/2006
SUPERSTAT	U.S.	2,991,843	09/06/2005
APOLLO	U.S.	3,709,795	11/10/2009
THE ENERGY TO GO CLEAN	U.S.	3,617,040	05/05/2009
THE ENERGY TO BE GREEN	U.S.	3,706,036	11/03/2009
THE ENERGY TO BE CLEAN	U.S.	3,706,035	11/03/2009
WATTSPOT	U.S.	3,401,336	03/25/2008
THEWATTSPOT	U.S.	3,401,335	03/25/2008
COOLIBRIUM	U.S.	3,322,349	10/30/2007
SQUARE DESIGN / LOGO	U.S.	4,036,234	10/04/2011
INTELLITEMP	U.S.	4,052,013	11/08/2011
INTELLIMARKET	U.S.	4,052,011	11/08/2011
INTELLIMEASURE	U.S.	4,052,006	11/08/2011
COMVERGE (word mark)	U.S.	4,062,279	11/29/2011
INTELLISUPPORT	U.S.	4,079,072	01/03/2012
INTELLIPLAN	U.S.	4,051,975	11/08/2011
INTELLICONNECT	U.S.	4,104,125	02/28/2012
INTELLIFOCUS	U.S.	4,097,957	02/14/2012
INTELLISOURCE	U.S.	4,101,086	02/21/2012
INTELLIPEAK	U.S.	4,101,083	02/21/2012
SQUARE DESIGN / LOGO	Turkey	2011/24606	03/24/2011
COMVERGE	Turkey	2011/24596	03/24/2011
INTELLISOURCE	Turkey	2011/40871	05/13/2011
COMVERGE	South Africa	2010/27842 Class 09	11/29/2010
INTELLISOURCE	South Africa	2011/12068 Class 09	05/20/2011
COMVERGE	South Africa	2010/27843 Class 35	11/29/2010
COMVERGE	South Africa	2010/27844 Class 37	11/29/2010
COMVERGE	South Africa	2010/27845 Class 38	11/29/2010
COMVERGE	South Africa	2010/27846 Class 39	11/29/2010
COMVERGE	South Africa	2010/27847 Class 42	11/29/2010
COMVERGE	Saudi Arabia	166609	4/4/2011
INTELLISOURCE	Saudi Arabia	168539	5/29/2011

<u>Description</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SQUARE DESIGN / LOGO	Saudi Arabia	166610	4/4/2011