

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|---|--------------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Public Energy Solutions, LLC | | 11/27/2012 | LIMITED LIABILITY COMPANY: NEW JERSEY |
| RECEIVING PARTY DATA | | | |
| Name: | Hercules Technology II, L.P., as Collateral Agent | | |
| Street Address: | 400 Hamilton Avenue, Suite 310 | | |
| City: | Palo Alto | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94301 | | |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3116676 | PUBLIC ENERGY SOLUTIONS | |
| Registration Number: | 3085281 | KW OPERATION KILL-A-WATT | |
| Registration Number: | 3179503 | PROFIT FROM ENERGY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2149813400 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 214-981-3483 | | |
| Email: | dclark@sidley.com | | |
| Correspondent Name: | Dusan Clark, Esq. | | |
| Address Line 1: | Sidley Austin LLP | | |
| Address Line 2: | 717 N. Harwood St., Suite 3400 | | |
| Address Line 4: | Dallas, TEXAS 75201 | | |
| ATTORNEY DOCKET NUMBER: | 52381-30080 | | |

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|---|---------------|
| NAME OF SUBMITTER: | Dusan Clark |
| Signature: | /Dusan Clark/ |
| Date: | 11/29/2012 |
| Total Attachments: 6 source=Public Energy IPSA#page1.tif source=Public Energy IPSA#page2.tif source=Public Energy IPSA#page3.tif source=Public Energy IPSA#page4.tif source=Public Energy IPSA#page5.tif source=Public Energy IPSA#page6.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Intellectual Property Security Agreement**") is entered into as of November 27, 2012 by and between HERCULES TECHNOLOGY II, L.P., a Delaware limited partnership ("**HTII**"), as collateral agent for the below-defined Lenders (in such capacity, "**Collateral Agent**") and the Grantor listed on the signature pages hereto ("**Grantor**").

RECITALS

A. COMVERGE, INC., a Delaware corporation ("**Borrower**") has entered into that certain Loan Agreement, by and among Collateral Agent, HTII, HERCULES TECHNOLOGY III, L.P., a Delaware limited partnership ("**HTIII**", together with HTII, each a "**Lender**" and collectively the "**Lenders**") and Borrower, dated November 27, 2012 (the "**Loan Agreement**"), pursuant to which the Lenders have agreed to make credit extensions available to Borrower pursuant to the terms of the Loan Agreement.

B. Pursuant to that certain Guaranty and Collateral Agreement by and among Collateral Agent, Grantor and the other parties named therein, dated November 27, 2012 (the "**Guaranty**"), Grantor has agreed to grant to Collateral Agent, for the benefit of Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in and to all of the Collateral, including certain Copyrights, Trademarks and Patents to secure the obligations of Borrower under the Loan Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guaranty, or if not defined therein, in the Loan Agreement.

B. Pursuant to the terms of the Guaranty, Grantor is required to execute and deliver to Collateral Agent, for the benefit of the Lenders, this Intellectual Property Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants to Collateral Agent, for the benefit of Lenders, a security interest in all of Grantor's right, title and interest in and to the registered, issued and applied-for Copyrights, Trademarks and Patents listed on Schedules A, B and C hereto, respectively (collectively, the "**Intellectual Property Collateral**").

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any "intent-to-use" trademarks.

This security interest is granted in conjunction with the security interest granted to Collateral Agent under the Guaranty. The rights of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Guaranty and the other Loan Documents, and those which are now or hereafter available to Collateral Agent as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Guaranty 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 or power provided for herein and the exercise by Collateral Agent of any one or more of the rights, power or remedy provided for in this Intellectual Property Security Agreement, the Guaranty 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 Collateral Agent, of any or all other rights, powers or remedies.

This Intellectual Property Security Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflicts of law principles that would cause the application of laws of any other jurisdiction.

This Intellectual Property Security Agreement may be executed in any number of counterparts, and by different parties on separate counterparts, each of which, when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same agreement.

[remainder of page intentionally left blank]

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

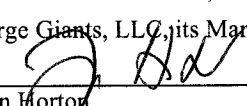
GRANTOR:

Address of Grantor:

Public Energy Solutions, LLC.
c/o H.I.G. Capital, L.L.C.
1450 Brickwell Avenue, 31st Floor
Miami, Florida 33131
Attn: Joe Zulli

PUBLIC ENERGY SOLUTIONS, LLC

by: Comverge Giants, LLC, its Managing Member

By: 

Name: John Horton

Title: Vice President and Treasurer

[Intellectual Property Security Agreement]

TRADEMARK
REEL: 004909 FRAME: 0522

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

COLLATERAL AGENT:

Address of Collateral Agent:

Hercules Technology II, L.P.
Legal Department
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Chief Legal Officer and Liam Pisano

HERCULES TECHNOLOGY II, L.P., as Collateral Agent

By: Hercules Technology SBIC
Management, LLC, its General
Partner

By: Hercules Technology Growth
Capital, Inc., its Manager

By: 
Name: K. Nicholas Maritsch
Title: Associate General Counsel

[Intellectual Property Security Agreement]

EXHIBIT A

Copyright Registrations

None

EXHIBIT B

Trademark Registrations

| <u>Jurisdiction</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Filing Date</u> | <u>Mark</u> |
|---------------------|-------------------------|--------------------------|--------------------|--------------------------------------|
| U.S | 3,116,676 | 7/18/2006 | 4/25/2005 | PUBLIC ENERGY SOLUTIONS (W/ DESIGN) |
| U.S | 3,085,281 | 4/25/2006 | 5/6/2005 | KW OPERATION KILL-A-WATT (W/ DESIGN) |
| U.S | 3,179,503 | 12/5/2006 | 4/25/2005 | PROFIT FROM ENERGY |

EXHIBIT C

Patents

None