

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enerwise Global Technologies, Inc.		11/27/2012	CORPORATION: DELAWARE
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: 2			
Property Type	Number	Word Mark	
Registration Number:	2365050	DATAPULT	
Registration Number:	2191335	ENERWISE	
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		
NAME OF SUBMITTER:	Dusan Clark		
Signature:	/Dusan Clark/		

CH \$65.00 2365050

TRADEMARK

Date:

11/29/2012

Total Attachments: 6

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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 Guarantee 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.

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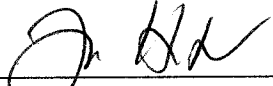
IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

ENERWISE GLOBAL TECHNOLOGIES, INC.

Enerwise Global Technologies, Inc.
c/o H.I.G. Capital, L.L.C.
1450 Brickwell Avenue, 31st Floor
Miami, Florida 33131
Attn: Joe Zulli

By: 
Name: John Horton
Title: Vice President and Treasurer

[Intellectual Property Security Agreement]

TRADEMARK
REEL: 004909 FRAME: 0563

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:

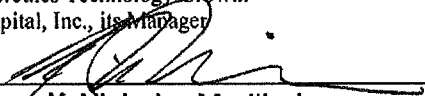
Address of Collateral Agent:

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

Trademarks Registrations

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Mark</u>
U.S	2,365,050	7/4/2000	2/26/1998	DATAPULT
U.S	2,191,335	9/22/1998	10/16/1996	ENERWISE

EXHIBIT C

Issued Patents

<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
U.S	6,618,709	9/9/2003	COMPUTER ASSISTED AND/OR IMPLEMENTED PROCESS AND ARCHITECTURE FOR WEB-BASED MONITORING OF ENERGY RELATED USAGE AND CLIENT ACCESSIBILITY THEREFOR
U.S	6,728,646	4/27/2004	ENERGY INFORMATION SYSTEM AND SUB-MEASUREMENT BOARD FOR USE THEREWITH
U.S	7,275,000	9/25/2007	ENERGY INFORMATION SYSTEM AND SUB-MEASUREMENT BOARD FOR USE THEREWITH