

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Public Energy Solutions, LLC		11/27/2012	LIMITED LIABILITY COMPANY: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Triangle Capital Corporation		
<b>Street Address:</b>	3700 Glenwood Avenue		
<b>Internal Address:</b>	Suite 530		
<b>City:</b>	Raleigh		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27612		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3116676	PUBLIC ENERGY SOLUTIONS	
Registration Number:	3085281	KW OPERATION KILL-A-WATT	
Registration Number:	3179503	PROFIT FROM ENERGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9198216800		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	919-821-1220		
<b>Email:</b>	gcollins@smithlaw.com		
<b>Correspondent Name:</b>	Grace S. Collins		
<b>Address Line 1:</b>	150 Fayetteville Street		
<b>Address Line 2:</b>	Suite 2300		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27601		
<b>ATTORNEY DOCKET NUMBER:</b>	11874.119		

OP \$90.00 3116676

NAME OF SUBMITTER:	Grace S. Collins
Signature:	/s/ Grace S. Collins
Date:	12/05/2012
<b>Total Attachments: 7</b> source=Triangle - PES IP Security Agreement#page1.tif source=Triangle - PES IP Security Agreement#page2.tif source=Triangle - PES IP Security Agreement#page3.tif source=Triangle - PES IP Security Agreement#page4.tif source=Triangle - PES IP Security Agreement#page5.tif source=Triangle - PES IP Security Agreement#page6.tif source=Triangle - PES IP Security Agreement#page7.tif	

THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF NOVEMBER 27, 2012 AMONG HERCULES TECHNOLOGY II, L.P. AND HERCULES TECHNOLOGY III, L.P. (COLLECTIVELY, "SENIOR LENDER"), TRIANGLE CAPITAL CORPORATION, AND ACKNOWLEDGED BY COMVERGE, INC. AND EACH OF ITS SUBSIDIARIES (COLLECTIVELY, "BORROWER") TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY BORROWER PURSUANT TO THAT CERTAIN LOAN AGREEMENT DATED AS OF NOVEMBER 27, 2012 BY AND AMONG BORROWER AND SENIOR LENDER, AS SUCH LOAN AGREEMENT (SUBJECT TO THE TERMS OF THE SUBORDINATION AGREEMENT) HAS BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED, RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME AND (SUBJECT TO THE TERMS OF THE SUBORDINATION AGREEMENT) TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THAT AGREEMENT AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

## 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 TRIANGLE CAPITAL CORPORATION, a Maryland corporation ("**Triangle**"), 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. PUBLIC ENERGY SOLUTIONS, LLC, a New Jersey limited liability company ("**Borrower**") has entered into that certain Loan Agreement, by and among Collateral Agent, certain lenders party thereto (each a "**Lender**" and collectively the "**Lenders**"), PEAK INTERMEDIATE HOLDING, LLC, a Delaware limited liability company ("**Holdings**"), and Borrower, dated as of 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 as of 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.

C. 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 North Carolina, 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.

[Signature Page Follows]

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

By: Converge Giants, LLC, its Managing Member

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: 004912 FRAME: 0901**

Address of Collateral Agent:

Triangle Capital Corporation  
3700 Glenwood Avenue  
Suite 530  
Raleigh, NC 27612  
Attn: Douglas A. Vaughn, Managing Director

COLLATERAL AGENT:

TRIANGLE CAPITAL CORPORATION

By: Douglas A. Vaughn  
Name: Douglas A. Vaughn  
Title: Managing Director

*[Intellectual Property Security Agreement]*

**TRADEMARK**

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