

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
Comverge, Inc.		11/27/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Triangle Capital Corporation
Street Address:	3700 Glenwood Avenue
Internal Address:	Suite 530
City:	Raleigh
State/Country:	NORTH CAROLINA
Postal Code:	27612
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3132072	MAINGATE
Registration Number:	3182682	COMVERGE
Registration Number:	3322349	COOLIBRIUM
Registration Number:	3344159	VIRTUAL PEAKING CAPACITY
Registration Number:	3401335	THEWATTSPOT
Registration Number:	3401336	WATTSPOT
Registration Number:	4036234	
Registration Number:	4052013	INTELLITEMP
Registration Number:	4052011	INTELLIMARKET
Registration Number:	4052006	INTELLIMEASURE
Registration Number:	4062279	COMVERGE
Registration Number:	4079072	INTELLISUPPORT
Registration Number:	4051975	INTELLIPLAN

OP \$540.00 3132072

Registration Number:	3617040	THE ENERGY TO GO CLEAN
Registration Number:	3706035	THE ENERGY TO BE CLEAN
Registration Number:	3706036	THE ENERGY TO BE GREEN
Registration Number:	3709795	APOLLO
Registration Number:	4097957	INTELLIFOCUS
Registration Number:	4104125	INTELLICONNECT
Registration Number:	4101086	INTELLISOURCE
Registration Number:	4101083	INTELLIPEAK

CORRESPONDENCE DATA

Fax Number: 9198216800
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 919-821-1220
Email: gcollins@smithlaw.com
Correspondent Name: Grace S. Collins
Address Line 1: 150 Fayetteville Street
Address Line 2: Suite 2300
Address Line 4: Raleigh, NORTH CAROLINA 27601

ATTORNEY DOCKET NUMBER:	11874.119
NAME OF SUBMITTER:	Grace S. Collins
Signature:	/s/ Grace S. Collins
Date:	12/05/2012

Total Attachments: 9
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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. COMVERGE, INC., a Delaware corporation ("**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:

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

COMVERGE, INC.

By:  _____

Name: John Horton
Title: Executive Vice President, Chief Financial Officer
and Treasurer

[Intellectual Property Security Agreement]

TRADEMARK
REEL: 004913 FRAME: 0008

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

REEL: 004913 FRAME: 0009

EXHIBIT A

Copyright Registrations

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Work of Authorship</u>
U.S	TX-6-259-021	10/21/2005	www.comverge.com Website
U.S	TX-6-261-099	10/21/2005	Comverge Inc. Product Datasheets 2005
U.S	TX-6-261-110	10/21/2005	Virtual Peaking Capacity Brochure
U.S.	TXu-1-804-811	3/22/2012	SmartGrid.

EXHIBIT B

Trademarks Registrations and Applications

Trademark Registrations

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Mark</u>
U.S	3,132,072	8/22/2006	2/4/2005	MAINGATE
U.S	3,182,682	12/12/2006	4/11/2005	COMVERGE (& DESIGN)
U.S	3,322,349	10/30/2007	10/9/2006	COOLIBRIUM
U.S	3,344,159	11/27/2007	7/19/2006	VIRTUAL PEAKING CAPACITY
U.S	3,401,335	3/25/2008	7/19/2007	THEWATTSPOT
U.S	3,401,336	3/25/2008	7/19/2007	WATTSPOT
U.S	4,036,234	10/4/2011	10/5/2010	Square Design / Logo
U.S	4,052,013	11/8/2011	12/7/2010	INTELLITEMP
U.S	4,052,011	11/8/2011	12/7/2010	INTELLIMARKE T
U.S	4,052,006	11/8/2011	12/3/2010	INTELLIMEASU RE
U.S	4,062,279	11/29/2011	10/5/2010	COMVERGE (word mark)
U.S	4,079,072	1/3/2012	11/12/2010	INTELLISUPPOR T
U.S	4,051,975	11/8/2011	11/12/2010	INTELLIPLAN
U.S	3,617,040	5/5/2009	1/22/2008	The Energy to Go Clean
U.S	3,706,035	11/3/2009	1/22/2008	The Energy to Be Clean
U.S	3,706,036	11/3/2009	1/22/2008	The Energy to be Green
U.S	3,709,795	11/10/2009	6/24/2008	APOLLO
U.S	4,097,957	2/14/2012	8/23/2011	INTELLIFOCUS
U.S	4,104,125	2/28/2012	12/7/2010	INTELLICONNE CT
U.S	4,101,086	2/21/2012	12/7/2010	INTELLISOURC E
U.S	4,101,083	2/21/2012	12/3/2010	INTELLIPEAK

EXHIBIT C

Patents and Patent Applications

Issued Patents

<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
U.S	7,163,158	1/16/2007	HVAC COMMUNICATION SYSTEM
U.S	7,510,126	3/31/2009	HVAC COMMUNICATION SYSTEM
U.S	7,537,172	5/26/2009	HVAC COMMUNICATION SYSTEM
U.S	7,648,077	1/19/2010	HVAC COMMUNICATION SYSTEM
U.S	7,606,639	10/20/2009	LOCAL POWER CONSUMPTION LOAD CONTROL
U.S	6,747,571	6/ 8/2004	UTILITY METER INTERFACE SYSTEM
U.S	5,576,700	11/19/1996	APPARATUS AND METHOD FOR CONTROLLING AN ELECTRICAL LOAD AND MONITORING CONTROL OPERATIONS AND THE ELECTRICAL LOAD
U.S	6,134,655	10/17/2000	METHOD AND APPARATUS FOR INITIALIZING A MICROPROCESSOR TO INSURE FAULT-FREE OPERATION
U.S	5,559,870	9/24/1996	METHOD AND APPARATUS FOR PROVIDING INFORMATION TO A SUBSCRIBER OVER AN ELECTRONIC NETWORK
U.S	5,896,382	4/20/1999	METHOD AND APPARATUS FOR COMMUNICATING INFORMATION BETWEEN A HEADEND AND SUBSCRIBER OVER A WIDE AREA NETWORK
U.S	5,898,387	4/27/1999	MODULAR METER-BASED UTILITY GATEWAY ENCLOSURE
U.S	6,118,269	9/12/2000	ELECTRIC METER TAMPER DETECTION CIRCUIT FOR SENSING ELECTRIC METER REMOVAL
U.S	6,362,745	3/26/2002	METHOD OF DETECTING TAMPER OF AN ELECTRIC METER
U.S	6,167,389	12/26/2000	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	6,151,330	11/21/2000	ELECTRIC POWER SUPPLY MANAGEMENT SYSTEM; SELF-DISCOVERING, AUTO ROUTING PLC COMMUNICATIONS PROTOCOL

<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
U.S	7,778,737	8/17/2010	METHOD AND SYSTEM FOR LOCAL LOAD CONTROL
U.S	8,106,627	1/31/2012	METHOD AND SYSTEM FOR CO-OPERATIVE CHARGING OF ELECTRIC VEHICLES
U.S.	8,155,900	4/10/2012	METHOD AND SYSTEM FOR CALCULATING ENERGY METRICS OF A BUILDING AND ONE OR MORE ZONES WITHIN THE BUILDING
U.S.	8,154,246	4/10/2012	METHOD AND SYSTEM FOR CHARGING OF ELECTRIC VEHICLES ACCORDING TO USER DEFINED PRICES AND PRICE OFF-SETS
U.S.	8,239,068	8/7/2012	METHOD AND SYSTEM FOR COOPERATIVE POWERING OF UNITARY AIR CONDITIONERS
U.S.	5,462,225	10/31/1995	APPARATUS AND METHOD FOR CONTROLLING DISTRIBUTION OF ELECTRICAL ENERGY TO A SPACE CONDITIONING LOAD

Patent Applications

<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>
U.S.	12/362,108 Not published	1/29/2009	
U.S.	12/433,938 Not published	5/1/2009	
U.S.	12/848,142 Not published	7/31/2010	
U.S.	12/363,296 Not published	1/30/2009	
U.S	12/619,674 Not published	11/16/2009	
U.S. / PCT	12/699,019 (20110109266) PCT/US2011/ 23082	2/2/2010	METHOD AND SYSTEM FOR CO-OPERATIVE CHARGING OF ELECTRIC VEHICLES
U.S.	13/118,414 Not published	5/28/2011	
U.S / PCT	12/869,561 (20120053745) PCT/US2011/ 48524	8/26/2010	SYSTEM AND METHOD FOR ESTABLISHING LOCAL CONTROL OF A SPACE CONDITIONING LOAD DURING A DIRECT LOAD CONTROL EVENT
U.S / PCT	13/229,739 (20120065801) PCT/US2011/ 034114	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

Jurisdiction	Serial No.	Filing Date	Title
U.S	13/329,291 20120153896	12/18/2011	METHOD AND SYSTEM FOR CO-OPERATIVE CHARGING OF ELECTRIC VEHICLES
U.S	13/411,549 Not published	3/3/2012	
U.S	13/411,619 Not published	3/4/2012	
U.S	13/532,160 Not published PCT/US12/44 010 Not published	6/25/2012	
U.S.	13/543,857 Not published	7/8/2012	
U.S.	61/682,740 Not published	8/13/2012	