

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Comverge, Inc.		08/02/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Peak Holding Corp.		
<b>Street Address:</b>	1450 Brickell Avenue		
<b>Internal Address:</b>	31st Floor		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33131		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85609642	SUMMER ADVANTAGE	
<b>Serial Number:</b>	85752706	ENERGY MADE BETTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>	312-862-2000		
<b>Email:</b>	donna.gasiorowski@kirkland.com		
<b>Correspondent Name:</b>	Kirkland & Ellis LLP		
<b>Address Line 1:</b>	300 North LaSalle Street		
<b>Address Line 2:</b>	c/o Donna Gasiorowski, Sr. Legal Asst.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	36052-191 DRG		
<b>NAME OF SUBMITTER:</b>	Donna Gasiorowski		

CH \$65.00 85609642

Signature:	/DONNA GASIOROWSKI/
Date:	08/09/2013
<b>Total Attachments: 6</b> source=Comverge - IP Security Agreement - Peak Holding Corp - C 8-2-2013#page1.tif source=Comverge - IP Security Agreement - Peak Holding Corp - C 8-2-2013#page2.tif source=Comverge - IP Security Agreement - Peak Holding Corp - C 8-2-2013#page3.tif source=Comverge - IP Security Agreement - Peak Holding Corp - C 8-2-2013#page4.tif source=Comverge - IP Security Agreement - Peak Holding Corp - C 8-2-2013#page5.tif source=Comverge - IP Security Agreement - Peak Holding Corp - C 8-2-2013#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Intellectual Property Security Agreement**") is entered into as of August 2, 2013 by and between PEAK HOLDING CORP., a Delaware corporation ("**Peak**"), as collateral agent for the below-defined Lenders (in such capacity, "**Note Agent**") and the Grantor listed on the signature pages hereto ("**Grantor**").

### RECITALS

A. Note Agent has agreed to purchase Subordinated Secured Convertible Notes due December 31, 2013 (the "**Notes**") from the Grantor and the other below-defined Issuers in the amounts and manner set forth in that certain Note Purchase and Security Agreement dated as of March 26, 2012 by and among each of the purchasers whose names appear on Annex A thereto (each, a "**Purchaser**" and collectively, the "**Purchasers**"), the NOTE AGENT, GRANTOR, COMVERGE GIANTS, LLC, a Delaware limited liability company ("**Giants**"), ENERWISE GLOBAL TECHNOLOGIES, INC., a Delaware corporation ("**Enerwise**"), PUBLIC ENERGY SOLUTIONS NY, LLC, a Delaware limited liability company ("**PESNY**"), PUBLIC ENERGY SOLUTIONS, LLC, a New Jersey limited liability company ("**PES**"), CLEAN POWER MARKETS, INC., a Pennsylvania corporation ("**CPM**") and ALTERNATIVE ENERGY RESOURCES, INC., a Delaware corporation ("**AER**" and, collectively, jointly and severally with Grantor, Giants, Enerwise, PES-NY, PES and CPM, the "**Issuers**" and, each, individually, an "**Issuer**") (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Note Purchase Agreement**"; capitalized terms used herein are used as defined in the Note Purchase Agreement). The Purchasers are willing to purchase the Notes from the Grantor and the other Issuers, but only upon the condition, among others, that Grantor and the other Issuers shall grant to Note Agent, for the benefit of itself and the Purchasers, a security interest in certain Collateral to secure the Obligations of Grantor and the other Issuers under the Note Purchase Agreement..

B. Pursuant to the terms of the Note Purchase Agreement, each of Grantor and the other Issuers has granted to Note Agent, for the benefit of itself and the Purchasers, a continuing security interest in, and pledges to Note Agent for the benefit of itself and the Purchasers, 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 Note Purchase 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 Note Purchase Agreement, Grantor unconditionally, grants and assigns to Note Agent, for the benefit of itself and the Purchasers, a continuing security interest in, and pledges to Note Agent for the benefit of itself and the Purchasers, all of Grantor's right, title and interest in and to the registered, issued and applied-for Trademarks and Patents listed on Schedule A and Schedule B 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 Note Agent, for the benefit of itself and the Purchasers, under the Note Purchase Agreement. The rights and remedies of Note Agent and the Purchasers with respect to the security interest granted hereby are in addition to those set forth in the Note Purchase Agreement and the other Note Documents, and those which are now or hereafter available to Note Agent and the Purchasers as a matter of law or equity. Each right, power and remedy of Note Agent and the Purchasers provided for herein or in the Note Purchase Agreement or any of the Note 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 Note Agent or any Purchaser of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Note Purchase Agreement or any of the other Note 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, Note Agent and the Purchasers, of any or all other rights, powers or remedies.

To the extent there is any inconsistency between this Intellectual Property Security Agreement and the Note Purchase Agreement, the Note Purchase Agreement shall control.

This Intellectual Property Security Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, 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.

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 and Intercreditor Agreement (the "**Subordination Agreement**") dated as of August 2, 2013 among Triangle Capital Corporation ("**Senior Lender**") and Peak Holding Corp., as Note Agent and Purchaser, and acknowledged by Comverge, Inc. and each of its Subsidiaries party thereto (collectively, "**Borrower**") to the indebtedness (including interest) owed by Borrower pursuant to that certain Amended and Restated Loan Agreement dated as of August 2, 2013 by and among Borrower, Peak Intermediate Holding, LLC and Senior Lender, as such Amendment and Restated 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 Intellectual Property Security Agreement, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

*[Signature Page Follows]*

**NOTE AGENT:**

**PEAK HOLDING CORP.**

By: 

Name: Joseph Zulli

Title: Treasurer

Address of Note Agent:

Peak Holding Corp.

c/o H.I.G. Capital, L.L.C.

1450 Brickell Avenue, 31st Floor

Miami, Florida 33131

Attention: Fraser Preston

Telephone: (305) 379-2322

Facsimile: (305) 379-2013


Email: [fpreston@higcapital.com](mailto:fpreston@higcapital.com)

*[Signature Page - Intellectual Property Security Agreement]*

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

**GRANTOR:**

**COMVERGE, INC.**

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

Address of Grantor:

Comverge, Inc.  
c/o H.I.G. Capital, L.L.C.  
1450 Brickell Avenue, 31st Floor  
Miami, Florida 33131  
Attention: Joseph Zulli

*[Signature Page - Intellectual Property Security Agreement]*

**TRADEMARK**  
**REEL: 005089 FRAME: 0098**

SCHEDULE A

Trademark Registrations and Trademark Applications

Jurisdiction	Serial Number	Filing Date	Mark
US	85/609,642	April 26, 2012	SUMMER ADVANTAGE
US	85/752,706	10/12/2012	ENERGY MADE BETTER

SCHEDULE B

Patents and Patent Applications

<u>Jurisdiction</u>	<u>Patent No. / Application No.</u>	<u>Issue Date / Filing Date</u>	<u>Title</u>
U.S.	13/709,020	12/09/12	SYSTEM AND METHOD FOR ESTABLISHING LOCAL CONTROL OF A SPACE CONDITIONING LOAD DURING A DIRECT LOAD CONTROL EVENT
U.S.	8370093 13/411,619	2/5/13 3/4/12	METHOD AND SYSTEM FOR CALCULATING ENERGY METRICS OF A BUILDING AND ONE OR MORE ZONES WITHIN THE BUILDING