

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407742

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIME ENERGY CO.		11/09/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HERITAGE BANK OF COMMERCE		
Street Address:	150 ALMADEN BLVD.		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	86895038	LIME	
Serial Number:	86895018	LIME	
Serial Number:	86895170		
Serial Number:	86895166		
Serial Number:	86895157		
Serial Number:	86895146		
Serial Number:	86895137		
Serial Number:	86895129		
Serial Number:	86894970	LIME	
Serial Number:	86894951	LIME	
Serial Number:	86894925	LIME	
Serial Number:	86894914	LIME	
Serial Number:	86894885	LIME	
Serial Number:	86894859	LIME	
Serial Number:	86895098	LIME	
Serial Number:	86895086	LIME	
Serial Number:	86895073	LIME	
Serial Number:	86895004	LIME	

CH \$465.00 86895038

CORRESPONDENCE DATA**Fax Number:** 8585506420*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 858-550-6433**Email:** jmfitzpatrick@cooley.com**Correspondent Name:** JENNIFER FITZPATRICK**Address Line 1:** C/O COOLEY LLP**Address Line 2:** 4401 EASTGATE MALL**Address Line 4:** SAN DIEGO, CALIFORNIA 92121**ATTORNEY DOCKET NUMBER:** 308012-116 LIME**NAME OF SUBMITTER:** JENNIFER FITZPATRICK**SIGNATURE:** /JENNIFER FITZPATRICK/**DATE SIGNED:** 12/05/2016**Total Attachments: 12**

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**FIRST AMENDMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement is entered into as of November 9, 2016 (the "**Amendment**") by and between HERITAGE BANK OF COMMERCE, a California corporation ("**Bank**") and LIME ENERGY CO., a Delaware corporation ("**Grantor**").

RECITALS

Grantor and Bank are parties to that certain Loan and Security Agreement dated as of July 24, 2015, as amended by that (as amended, modified, supplemented or restated, the "**Agreement**"). In connection with the Agreement, Grantor and Bank are parties to that certain Intellectual Property Security Agreement dated as of July 24, 2015, as amended from time to time (the "**IPSA**").

Grantor has notified Bank that trademark item 3,427,558 "SPINNERZ ENERGY DRINK WHEN THE OTHERS STOP SPINNERZ KEEPS GOIN" was incorrectly listed on the IPSA.

Bank wishes to update the IPSA to include the additional copyright and trademark items belonging to Grantor.

The parties desire to amend the IPSA in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Exhibit A (Copyrights) to the IPSA is hereby replaced in its entirety with that attached hereto as Exhibit A.
2. Exhibit C (Trademarks) to the IPSA is hereby replaced in its entirety with that attached hereto as Exhibit C-1 to remove the trademark erroneously listed.
3. Exhibit C (Trademarks) to the IPSA is thereafter replaced in its entirety with that attached hereto as Exhibit C-2 to update the list of trademarks.
4. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the IPSA. The IPSA, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the IPSA, as in effect prior to the date hereof. Grantor ratifies and reaffirms the continuing effectiveness of all agreements entered into in connection with the IPSA.
5. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

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IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

Address of Grantor:

4 Gateway Center, 4th Floor
100 Mulberry St
Newark, NJ 07102
Attn: Bruce Torkelson, Chief Financial Officer
FAX: (973) 622-1114
Email: Bruce.Torkelson@lime-energy.com

"Grantor"

LIME ENERGY CO.

By: Bruce Torkelson
Print Name: Bruce Torkelson
Title: CFO

Address of Bank:

150 Almaden Blvd.
San Jose, California 95113
Attn: Mike Hansen
FAX: (408) 947-6910
Email: Mike.Hansen@herbank.com

"Bank"

HERITAGE BANK OF COMMERCE

By: Karla Schradler
Print Name: KARLA SCHRADER
Title: _____

EXHIBIT A

Copyrights

Title	Registration Number	Registration Date
Lime Energy Website August 2012	TX0007796142	10/11/2012
Lime.	TX0008228856	02/24/2016

EXHIBIT C-1

See attached

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
LIME ENERGY	3,574,170	02/10/09
LIME ENERGY	3,416,216	04/22/08
LIME ENERGY LESS IS MORE	3,663,308	08/04/09

EXHIBIT C-2

See attached

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
LIME ENERGY	3,574,170	02/10/09
LIME ENERGY	3,416,216	04/22/08
LIME ENERGY LESS IS MORE	3,663,308	08/04/09
LIME	86/895,038	02/02/16
LIME	86/895,018	02/02/16
<Design>	86/895,170	02/02/16
<Design>	86/895,166	02/02/16
<Design>	86/895,157	02/02/16
<Design>	86/895,146	02/02/16
<Design>	86/895,137	02/02/16
<Design>	86/895,129	02/02/16
LIME	86/894,970	02/02/16
LIME	86/894,951	02/02/16
LIME	86/894,925	02/02/16
LIME	86/894,914	02/02/16
LIME	86/894,885	02/02/16
LIME	86/894,859	02/02/16
LIME	86/895,098	02/02/16
LIME	86/895,086	02/02/16
LIME	86/895,073	02/02/16
LIME	86/895,004	02/02/16

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 24, 2015 by and between HERITAGE BANK OF COMMERCE, a California corporation ("**Bank**") and LIME ENERGY CO., a Delaware limited liability company ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor (as may be amended from time to time, the "**Loan Agreement**") dated as of even date herewith. Capitalized terms used herein have the meaning assigned in the Loan Agreement.

B. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

1. To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

2. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof. Notwithstanding the foregoing, Grantor shall deliver all original signed documents requested by Bank no later than ten (10) Business Days following the Closing Date.

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

Address of Grantor:

3 Convery Blvd., Suite 600
Woodbridge, New Jersey 07095
Attr: Colleen Brennan, Chief Financial Officer
FAX: (732) 791-5376
Email: cbrennan@lime-energy.com

"Grantor"

LIME ENERGY CO.

By: Mary Colleen Brennan
Print Name: Mary Colleen Brennan
Title: CHIEF FINANCIAL OFFICER

Address of Bank:

150 Almaden Blvd.
San Jose, California 95113
Attr: Mike Hansen
FAX: (408) 947-6910
Email: Mike.Hansen@herbank.com

"Bank"

HERITAGE BANK OF COMMERCE

By: Karl Schrader
Print Name: KARL A. SCHRADER
Title: VP

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

Title	Registration Number	Registration Date
Lime Energy Website August 2012	TX0007796142	10/11/2012

EXHIBIT B

Patents

Please Check Box if No Patents Exist

<u>Title</u>	<u>Serial/ Patent Number</u>	<u>Application/ Issue Date</u>
Method and apparatus for energy recovery in an environmental control system	7,516,622	04/14/09

EXHIBIT C

Trademarks

Please Check Box if No Trademarks Exist

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
LIME ENERGY	3,574,170	02/10/09
LIME ENERGY	3,416,216	04/22/08
LIME ENERGY LESS IS MORE	3,663,308	08/04/09
SPINNERZ ENERGY DRINK WHEN THE OTHERS STOP SPINNERZ KEEPS GOIN	3,427,558	05/13/08