

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350000

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIME ENERGY CO.		07/24/2015	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: 4			
Property Type	Number	Word Mark	
Registration Number:	3574170	LIME ENERGY	
Registration Number:	3416216	LIME ENERGY	
Registration Number:	3663308	LIME ENERGY LESS IS MORE	
Registration Number:	3427558	SPINNERZ ENERGY DRINK WHEN THE OTHERS ST	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<i>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.</i>			
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
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:	Erin O'Brien		
SIGNATURE:	/Erin O'Brien/		
DATE SIGNED:	07/31/2015		
Total Attachments: 5			

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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 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