

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350003

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENERPATH, INC.		07/24/2015	CORPORATION: CALIFORNIA
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: 3			
Property Type	Number	Word Mark	
Serial Number:	86325030	ENERWORKS	
Registration Number:	4118435	ENERPATH	
Registration Number:	3848522	MAIN STREET EFFICIENCY	
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 ENERPATH		
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 ENERPATH, INC., a California corporation ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to LIME ENERGY CO., a Delaware corporation ("**Borrower**") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrower (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 Borrower, but only upon the condition, among others, that Grantor shall guaranty all Obligations and grant 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 to secure the obligations of Grantor under that certain Unconditional Guaranty ("**Guaranty**") and Third Party Security Agreement ("**Third Party Security Agreement**"), in each case dated as of the date hereof and by Grantor in favor of Bank (as may be amended from time to time).

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

1. To secure performance of Grantor's obligations under the Guaranty and Third Party Security 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 Guaranty and Third Party Security Agreement. Each right, power and remedy of Bank provided for herein or in the Guaranty or Third Party Security 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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:

1758 Orange Tree Lane
Redlands, California 92374
Attn: Colleen Brennan, Chief Financial Officer
FAX: (732) 791-5376
Email: cbrennan@lirae-energy.com

"Grantor"

ENERPATH, INC.

By: Mary Colleen Brennan
Print Name: Mary Colleen Brennan
Title: Chief Financial Officer

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: Karl Schuler
Print Name: KARL SCHULER
Title: VP

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

Title	Registration Number	Registration Date
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EXHIBIT B

Patents

Please Check Box if No Patents Exist

<u>Title</u>	<u>Serial/ Patent Number</u>	<u>Application/ Issue Date</u>
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EXHIBIT C

Trademarks

Please Check Box if No Trademarks Exist

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
ENERWORKS	86/325,030	06/30/14
ENERPATH	4,118,435	03/27/12
MAIN STREET EFFICIENCY	3,848,522	09/14/10