

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM411834

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the ERRONEOUS LISTING OF TRADEMARK NUMBER 3427558 previously recorded on Reel 005591 Frame 0898. Assignor(s) hereby confirms the TRADEMARK NUMBER 3427558 IS NOT INCLUDED IN THE GRANT OF SECURITY..		
<b>RESUBMIT DOCUMENT ID:</b>	900389110		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LIME ENERGY CO.		11/09/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HERITAGE BANK OF COMMERCE		
<b>Street Address:</b>	150 ALMADEN BLVD.		
<b>City:</b>	SAN JOSE		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3574170	LIME ENERGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	858-550-6433		
<b>Email:</b>	jmfitzpatrick@cooley.com		
<b>Correspondent Name:</b>	JENNIFER FITZPATRICK		
<b>Address Line 1:</b>	C/O COOLEY LLP		
<b>Address Line 2:</b>	4401 EASTGATE MALL		
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	308012-116 LIME		
<b>NAME OF SUBMITTER:</b>	JENNIFER FITZPATRICK		
<b>SIGNATURE:</b>	/JENNIFER FITZPATRICK/		
<b>DATE SIGNED:</b>	01/10/2017		
<b>Total Attachments: 15</b>			

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<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LIME ENERGY CO.		07/24/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HERITAGE BANK OF COMMERCE		
<b>Street Address:</b>	150 Almaden Blvd.		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3574170	LIME ENERGY	
<b>Registration Number:</b>	3416216	LIME ENERGY	
<b>Registration Number:</b>	3663308	LIME ENERGY LESS IS MORE	
<b>Registration Number:</b>	3427558	SPINNERZ ENERGY DRINK WHEN THE OTHERS ST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585506420		
<b>Phone:</b>	858-550-6403		
<b>Email:</b>	erin.obrien@cooley.com		
<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>			
<b>Correspondent Name:</b>	Erin O'Brien		
<b>Address Line 1:</b>	c/o Cooley LLP		
<b>Address Line 2:</b>	4401 Eastgate Mall		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	308012-116 LIME		
<b>NAME OF SUBMITTER:</b>	Erin O'Brien		

TRADEMARK

<b>Signature:</b>	/Erin O'Brien/
<b>Date:</b>	07/31/2015
<b>Total Attachments: 5</b> source=Lime Energy Co signed IPSA#page1.tif source=Lime Energy Co signed IPSA#page2.tif source=Lime Energy Co signed IPSA#page3.tif source=Lime Energy Co signed IPSA#page4.tif source=Lime Energy Co signed IPSA#page5.tif	
<b>RECEIPT INFORMATION</b>	
<b>ETAS ID:</b>	TM350000
<b>Receipt Date:</b>	07/31/2015
<b>Fee Amount:</b>	\$115

TRADEMARK

**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, 4<sup>th</sup> 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**

<b>Title</b>	<b>Registration Number</b>	<b>Registration Date</b>
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
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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 SCHRADER  
Title: VP

**EXHIBIT A**

**Copyrights**

Please Check Box if No Copyrights Exist

<b>Title</b>	<b>Registration Number</b>	<b>Registration Date</b>
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