Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (ex p. 6/30/2005

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Lighting Science Group Corporation
1227 South Patrick Drive, Building 2A
Satellite Beach, FL 32937

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other: _____

Citizenship (see guidelines) Delaware

Execution Date(s) August 5, 2011

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Wells Fargo Bank, National Association, as Agent

Internal Address: _____

Street Address: 110 East Broward Boulevard

City: Fort Lauderdale

State: FL

Country: USA Zip: 33301

☒ Association Citizenship USA
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship
☐ Other ☐ Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☒ No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Amendment No. 1 to Trademark Collateral Assignment and Security Agreement, as recorded on 11/23/10, Reel 4408 Frame 0672.

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Exhibit A

B. Trademark Registration No.(s) See Attached Exhibit A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwers.com

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $

☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 5683
Expiration Date 10/12

b. Deposit Account Number _____
Authorized User Name: _____

9. Signature: Mercedes Farinas 8/8/11
Signature Date

Mercedes Farinas
Name of Person Signing

Total number of pages including cover sheet, attachments, and document. 9

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP $190.00 8535814

EXHIBIT A
TO
AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

Trademark Applications

Trademark Application	Application/Matter Code	Application Date	Country
FOREFRONT	85358148	28-Jun-2011	United States
PRIZMALINE	85321285	15-May-2011	United States
INTELLIGENCE BY LIGHTING SCIENCE	85310954	03-May-2011	United States
WILIGHT	85311025	03-May-2011	United States
DEFINITY IQ	85290181	08-Apr-2011	United States
ROADMASTER	85260785	08-Mar-2011	United States
LIGHTING SCIENCE E-STAR	85230046	31-Jan-2011	United States

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AMENDMENT NO. 1 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment"), dated August 5, 2011, is by and between LIGHTING SCIENCE GROUP CORPORATION, a corporation organized under the laws of the State of Delaware ("Debtor"), with its chief executive office at 1227 South Patrick Drive, Building 2A, Satellite Beach, Florida 32937, and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent (in such capacity, "Agent") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the Secured Parties (as defined in the Loan Agreement), having an office at 110 East Broward Boulevard, Ft. Lauderdale, Florida 33301

WITNESSETH:

WHEREAS, Debtor and Agent entered into the Trademark Collateral Assignment and Security Agreement, dated as of November 22, 2010 (as the same may now exists or may hereafter be amended, modified, renewed, extended or supplemented, the "Trademark Security Agreement"), pursuant to which Debtor granted to Agent a security interest in and to the Collateral (as defined in the Trademark Security Agreement);

WHEREAS, Agent and the parties to the Loan Agreement as lenders (individually, each a "Lender" and collectively, "Lenders") have entered into financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to Borrowers (as defined in the Loan Agreement) as set forth in the Loan and Security Agreement, dated November 22, 2010, by and among Debtor, the other Borrowers (as defined in the Loan Agreement), the other Guarantors (as defined in the Loan Agreement), Agent and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other Financing Agreements (as defined in the Loan Agreement);

WHEREAS, Debtor has filed new applications for Trademark as more fully set forth on Exhibit A attached hereto; and

WHEREAS, in order to induce Agent to continue to provide financing arrangements to Debtor and to further evidence Agent's security interest in the new applications for Trademarks, Debtor has agreed to enter into this Amendment.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agree as follows:

1. Amendment to Exhibit.

(a) Exhibit A attached to the Trademark Security Agreement is hereby amended by inserting the contents of Exhibit A attached hereto at the end thereof.

TRADEMARK
REEL: 004604 FRAME: 0416

(b) For purposes of this Amendment, unless otherwise defined herein, all capitalized terms used herein which are defined in the Trademark Security Agreement shall have the meaning given to such terms in the Trademark Security Agreement.

2. Confirmation and Grant of Security Interest. To secure payment and performance of all Obligations, and ratifying, confirming and supplementing Debtor's prior grants of security interests in and liens upon the Trademarks and other Collateral described in the Trademark Security Agreement, as collateral security heretofore granted to the Agent pursuant to the Trademark Security Agreement, Debtor hereby grants to Agent, a security interest in and Lien upon, and acknowledges and agrees that the Agent has and shall continue to have a pledge of and a continuing security interest in and Lien on, any and all right, title and interest of Debtor, whether now existing or hereafter acquired or arising, in and to all of the Collateral (expressly including, without limitation, all of the Trademarks described on Exhibit A attached to this Amendment).

3. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, as amended, the term or provision of the Loan Agreement shall control.

4. Entire Agreement. This Amendment contains the entire agreement of the parties hereto with respect to the subject matter hereof.

5. Binding Effect. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Amendment.

[Signature Page Follows]

TRADEMARK
REEL: 004604 FRAME: 0417

IN WITNESS WHEREOF, Debtor and Agent have executed this Amendment as of the day and year first above written.

LIGHTING SCIENCE GROUP CORPORATION,
as Debtor

By: _____
Name: Gregory T. Kinser
Title: Chief Financial Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: _____
Title: _____

[Signature Page to Amendment No. 1 to Trademark Security Agreement]

IN WITNESS WHEREOF, Debtor and Agent have executed this Amendment as of the day and year first above written.

LIGHTING SCIENCE GROUP CORPORATION,
as Debtor

By: _____
Name: Gregory T. Kaiser
Title: Chief Financial Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: _____
Title: _____

[Signature Page to Amendment No. 1 to Trademark Security Agreement]