

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM305870

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lighting Science Group Corporation		02/19/2014	CORPORATION: DELAWARE
Biological Illumination, LLC		02/19/2014	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	MEDLEY CAPTIAL CORPORATION, AS AGENT
<b>Street Address:</b>	375 Park Avenue, Suite 3304
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10152
<b>Entity Type:</b>	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2997743	BRIGHT LIGHTS. BRIGHT IDEAS.
Registration Number:	4039148	DEFINITY
Registration Number:	4226895	FOREFRONT
Registration Number:	4139111	GLIMPSE
Registration Number:	3948258	LIGHTING SCIENCE
Registration Number:	3121689	LIGHTING SCIENCE
Registration Number:	3929071	LIGHTING SCIENCE
Registration Number:	4252769	LIGHTINGSCIENCE
Registration Number:	4207099	PRIZMALINE
Registration Number:	4176593	ROADMASTER
Registration Number:	3791824	TITAN
Registration Number:	3783178	TITANTURBO
Registration Number:	4336387	WELCOME TO THE LIGHT AGES
Serial Number:	85969012	COASTAL
Serial Number:	85774635	PIXELVIEW
Registration Number:	4455562	LIGHTING SCIENCE BAYLIGHT

## CORRESPONDENCE DATA

## TRADEMARK

900290479

REEL: 005290 FRAME: 0455

CH \$415.00 2997743

**Fax Number:** 6175269899

***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:** 6175269628

**Email:** cslattery@proskauer.com

**Correspondent Name:** Christine Slattery

**Address Line 1:** Proskauer Rose LLP

**Address Line 2:** One International Place

**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	51494/023
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<b>NAME OF SUBMITTER:</b>	Christine Slattery
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<b>SIGNATURE:</b>	/Christine Slattery/
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<b>DATE SIGNED:</b>	05/29/2014
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**Total Attachments: 11**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 19<sup>th</sup> day of February, 2014, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and MEDLEY CAPITAL CORPORATION, a Delaware corporation ("Medley"), in its capacity as administrative agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan Agreement dated as of February 18, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Term Loan Agreement") by and among Lighting Science Group Corporation, a Delaware corporation ("Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Term Loan Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of February 19, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Term Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of

such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be

deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

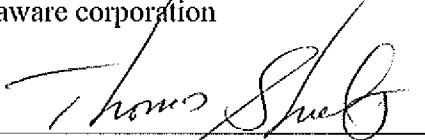
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF NEW YORK AND SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

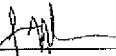
**GRANTORS:**

**LIGHTING SCIENCE GROUP CORPORATION,**  
a Delaware corporation

By:  \_\_\_\_\_

Name: Thomas C. Shields  
Title: Chief Financial Officer

**BIOLOGICAL ILLUMINATION, LLC,**  
a Delaware limited liability company

By:   
Name: Fred Maxik  
Title: Manager

**AGENT:**

**MEDLEY CAPITAL CORPORATION,**

a Delaware corporation

By: 

Name: Richard T. Allorto

Title: Chief Financial Officer



**REGISTERED TRADEMARKS**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Country</b>	<b>Owner</b>
BRIGHT LIGHTS. BRIGHT IDEAS.	TMA691632	7/9/2007	Canada	LSG
BRIGHT LIGHTS. BRIGHT IDEAS.	2997743	9/20/2005	United States	LSG
BRIGHT LIGHTS. BRIGHT IDEAS. (Stylized)	003950854	6/18/2007	European Union (CTM)	LSG
COLOREYE	807306	8/17/2006	BENELUX	LSG
COLOREYE	913762	1/22/2007	Int'l Reg - Madrid Protocol	LSG
COLOREYE	913762	1/22/2007	Int'l Reg. - Madrid Protocol – Germany	LSG
DEFINITY	TMA840060	1/14/2013	Canada	LSG
Definity	1149482	1/22/2013	International Registration- Madrid Protocol (Australia, China, EU (CTM), Israel, Japan, Mexico, Singapore, South Korea)	LSG
DEFINITY	4039148	10/11/2011	United States	LSG
EYE LEDS	0748979	1/4/2004	BENELUX	LSG
EYE LEDS	003929866	4/17/2008	European Union (CTM)	LSG
EYE LEDS	884944	2/16/2006	International Registration – Madrid Protocol (Australia, China, Federation of Russia, Switzerland, Turkey)	LSG
EYE LEDS AND DESIGN	748978	1/14/2004	BENELUX	LSG
EYELEDS	TMA828186	7/17/2012	Canada	LSG
FOREFRONT	1106422	12/28/2011	International Registration – Madrid Protocol (Australia, China, European Union (CTM), Switzerland)	LSG
FOREFRONT	4226895	10/16/2012	United States	LSG
GLIMPSE	1469293	4/30/2012	Australia	LSG
GLIMPSE	010561926	6/13/2012	European Union (CTM)	LSG
GLIMPSE	2279005	11/12/2013	India	LSG
GLIMPSE	1343210	1/18/2013	Mexico	LSG
GLIMPSE	4139111	5/8/2012	United States	LSG
L.E.D. EFFECTS	006082341	5/19/2008	European Union	LSG

Trademark	Registration Number	Registration Date	Country	Owner
(Stylized)			(CTM)	
LAMINA	TMA638764	7/20/2004	Canada	LSG
LAMINA CERAMICS	TMA633133	2/18/2005	Canada	LSG
LAMINA CERAMICS	002593838	5/22/2003	European Union (CTM)	LSG
LED PLANET	006029722	5/22/2008	European Union (CTM)	LSG
LIGHTING SCIENCE	TMA843856	2/19/2013	Canada	LSG
LIGHTING SCIENCE	TMA828221	7/17/2012	Canada	LSG
LIGHTING SCIENCE	004215562	3/2/2006	European Union (CTM)	LSG
LIGHTING SCIENCE	994779	1/27/2009	International Registration – Madrid Protocol	LSG
LIGHTING SCIENCE	1002503	1/27/2009	International Registration – Madrid Protocol	LSG
LIGHTING SCIENCE	994779	1/27/2009	International Registration – Madrid Protocol (European Union (CTM), Switzerland)	LSG
LIGHTING SCIENCE	3948258	4/19/2011	United States	LSG
LIGHTING SCIENCE	3121689	7/25/2006	United States	LSG
LIGHTING SCIENCE	3929071	3/8/2011	United States	LSG
LIGHTING SCIENCE (Stylized) AND DESIGN	008704331	5/24/2010	European Union (CTM)	LSG
LIGHTING SCIENCE (Stylized) AND DESIGN	4252769	12/4/2012	United States	LSG
LIGHTING SCIENCE AND DESIGN	613941	4/8/2011	Switzerland	LSG
Lighting Science BayLight	4455562	12/24/2013	United States	LSG
POWERYEYE	0807305	8/17/2006	BENELUX	LSG
POWERYEYE	913764	1/22/2007	International Registration – Madrid Protocol (Germany)	LSG
PRIZMALINE	4207099	9/11/2012	United States	LSG
PROLIFIC	TMA834626	10/18/2012	Canada	LSG
PROLIFIC	008240434	11/13/2009	European Union (CTM)	LSG
PROLIFIC	4067672	12/6/2011	United States	LSG
ROADMASTER	010246866	2/9/2012	European Union (CTM)	LSG
ROADMASTER	4176593	7/17/2012	United States	LSG
TITAN	3791824	5/25/2010	United States	LSG

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Country</b>	<b>Owner</b>
TITANTURBO	3783178	5/4/2010	United States	LSG
VividGro	011086808	12/28/2012	European Union (CTM)	LSG
WELCOME TO THE LIGHT AGES	4336387	5/14/2013	United States	LSG

**TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Country</b>	<b>Owner</b>
Coastal	85/969012	6/25/2013	United States	LSG
Definity	2468977	1/30/2013	India	LSG
Definity	191634	2/2/2013	International Registration – Madrid Protocol (Saudi Arabia)	LSG
Definity	201304098	1/29/2013	International Registration – Madrid Protocol (South Africa)	LSG
Definity	186294	2/5/2013	International Registration – Madrid Protocol (United Arab Emirates)	LSG
DEFINITY IQ	1523166	4/11/2011	Canada	LSG
FOREFRONT	904463915	1/20/2012	Brazil	LSG
FOREFRONT	1533685	6/28/2011	Canada	LSG
FOREFRONT	2260695	1/3/2012	India	LSG
GLIMPSE	1545245	9/27/2011	Canada	LSG
HOMESTAR	1483405	6/2/2010	Canada	LSG
INTELLIGENCE BY LIGHTING SCIENCE	1526066	5/3/2011	Canada	LSG
LIGHT THAT WILL CHANGE YOUR LIFE	A0040730	2/7/2014	International Registration - Madrid Protocol (China, European Union (CTM))	LSG
LIGHTING SCIENCE	Unavailable – recently mailed	Unavailable – recently mailed	India	LSG
LightingScience (stylized and design)	A0040244	1/10/2014	International Registration – Madrid Protocol (China)	LSG
LightingScience (stylized and design)	A0040244	1/10/2014	International Registration – Madrid Protocol (European Union (CTM))	LSG
LightingScience (Stylized) AND DESIGN	A0040244	1/10/2014	International Registration – Madrid Protocol	LSG
MISCELLANEOUS DESIGN (broken circle)	A0040725	2/7/2014	International Registration – Madrid Protocol (China, European Union (CTM))	LSG

Trademark	Application Number	Application Date	Country	Owner
PIXELVIEW	85/774635	11/8/2012	United States	LSG
ROADMASTER	1541721	8/30/2011	Canada	LSG
ROADMASTER	2197117	8/29/2011	India	LSG
WiLight	1526060	5/3/2011	CANADA	LSG
Yes - it's all possible with Light	A0040728	2/7/2014	Int'l Reg - Madrid Protocol	LSG
Yes - it's all possible with Light	A0040728	2/7/2014	Int'l Reg - Madrid Protocol CHINA	LSG
Yes - it's all possible with Light	A0040728	2/7/2014	Int'l Reg - Madrid Protocol EUROPEAN UNION (CTM)	LSG

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