

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404325

|                              |                   |
|------------------------------|-------------------|
| <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 |          | 10/31/2016     | Corporation: DELAWARE               |
| BioLogical Illumination, LLC       |          | 10/31/2016     | Limited Liability Company: DELAWARE |

## RECEIVING PARTY DATA

|                          |                               |
|--------------------------|-------------------------------|
| <b>Name:</b>             | ACF FINCO I LP, as agent      |
| <b>Street Address:</b>   | 580 WHITE PLAINS ROAD         |
| <b>Internal Address:</b> | SUITE 610                     |
| <b>City:</b>             | TARRYTOWN                     |
| <b>State/Country:</b>    | NEW YORK                      |
| <b>Postal Code:</b>      | 10580                         |
| <b>Entity Type:</b>      | Limited Partnership: DELAWARE |

## PROPERTY NUMBERS Total: 23

| Property Type        | Number   | Word Mark                     |
|----------------------|----------|-------------------------------|
| Registration Number: | 4739852  | AWAKE&ALERT                   |
| Registration Number: | 4739645  | DEFINITY DIGITAL              |
| Registration Number: | 4856388  | FREELED                       |
| Registration Number: | 4657183  | GOOD NIGHT                    |
| Registration Number: | 4744318  | IT'S ALL POSSIBLE WITH LIGHT. |
| Registration Number: | 4657140  | LIGHTINGSCIENCE               |
| Registration Number: | 4744331  |                               |
| Registration Number: | 4744303  | MYNATURE                      |
| Registration Number: | 4657184  | SLEEPY BABY                   |
| Registration Number: | 4923418  | VIVIDGRO                      |
| Registration Number: | 4336387  | WELCOME TO THE LIGHT AGES     |
| Serial Number:       | 86849849 | DURABULB                      |
| Serial Number:       | 87034438 | DYNASPECTRUM                  |
| Serial Number:       | 86677336 | ECOSNAP                       |
| Serial Number:       | 87012515 | GENESIS DYNASPECTRUM          |
| Serial Number:       | 86849843 | GOODDAY                       |

OP \$590.00 4739852

TRADEMARK

| Property Type  | Number   | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 86895002 | HEALTHE   |
| Serial Number: | 87094598 | L-BAR     |
| Serial Number: | 86885009 | LSPRO     |
| Serial Number: | 86966304 |           |
| Serial Number: | 86966297 |           |
| Serial Number: | 87022892 | SERIES A+ |
| Serial Number: | 87125727 | VIVIDGRO  |

**CORRESPONDENCE DATA**

**Fax Number:** 6785337787  
*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:** 404-523-5300  
**Email:** sls@phrd.com  
**Correspondent Name:** Steve Schaaf, Paralegal  
**Address Line 1:** Parker, Hudson, Rainer & Dobbs LLP  
**Address Line 2:** 303 Peachtree Street, N.E., Suite 3600  
**Address Line 4:** Atlanta, GEORGIA 30308

|                                |                 |
|--------------------------------|-----------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 5722.2          |
| <b>NAME OF SUBMITTER:</b>      | C. Keith Taylor |
| <b>SIGNATURE:</b>              | /CKT/           |
| <b>DATE SIGNED:</b>            | 11/01/2016      |

**Total Attachments: 35**

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October 31, 2016

ACF FinCo I LP, as assignee of FCC, LLC  
580 White Plains Road, Suite 610  
Tarrytown, NY 10591  
Attn: Oleh Szczupak  
Facsimile No.: (914) 418-1217

RE: Amendment to Patent and Trademark Security Agreement – Lighting Science Group Corporation and BioLogical Illumination, LLC

Ladies and Gentlemen:

Reference is made to that certain Patent and Trademark Security Agreement (as at any time amended, modified, restated or supplemented, the "IP Security Agreement") dated April 25, 2014, by and among Lighting Science Group Corporation, a Delaware corporation ("LSG"), BioLogical Illumination, LLC, a Delaware limited liability company ("BioLogical"; LSG and BioLogical are referred to collectively as "Assignors" and each individually as an "Assignor"), and ACF Finco I LP, as assignee of FCC, LLC, in its capacity as agent (together with its successors and assigns in such capacity, "Agent") for the various financial institutions ("Lenders") party from time to time to the Loan Agreement (as defined below). All capitalized terms used in this letter amendment, unless otherwise defined herein, shall have the meaning ascribed to such terms in the IP Security Agreement, or, if not defined in the IP Security Agreement and not otherwise defined herein, the Loan Agreement (as defined below).

Environmental Light Technologies Corp., a Delaware corporation ("ELTC"), LSG, BioLogical (ELTC, LSG and BioLogical are referred to collectively as "Borrowers" and each individually as a "Borrower"), Agent and Lenders are parties to that certain Loan and Security Agreement dated April 25, 2014 (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement") setting forth the terms on which Lenders may now or hereafter extend credit to or for the account of Borrowers.

Each Assignor desires to amend the IP Security Agreement to add the Patents listed on Exhibit A-1 of this letter amendment to Exhibit A of the IP Security Agreement and to add the Trademarks listed on Exhibit B-1 of this letter amendment to Exhibit B of the IP Security Agreement as provided below.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration receipt of which is acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Amendments to IP Security Agreement.** The IP Security Agreement is hereby amended as follows:

(a) By deleting the last sentences of Sections 3(a), 3(b) and 3(c), respectively, of the IP Security Agreement in their entirety.

(b) By adding the following new Section 3(k) immediately following Section 3(j) of the IP Security Agreement:

(k) **Intellectual Property Update.** Within five (5) Business Days after each March 31, June 30, September 30 and December 31 hereafter Borrowers shall provide Agent with a certificate listing all of their and their Affiliates' (other than Environmental Light Technologies Corp.) Intellectual Property, substantially in the form attached hereto as **Schedule 1** (but, in any event, specifically identifying which Person owns such Intellectual Property and whether such Intellectual Property has been previously listed on the exhibits to this Agreement and authorizing Agent to file such document with the United States Patent and Trademark Office).

(c) By attaching a copy of **Exhibit A-1** of this letter amendment to the IP Security Agreement as a supplement to **Exhibit A** of the IP Security Agreement.

(d) By attaching a copy of **Exhibit B-1** of this letter amendment to the IP Security Agreement as a supplement to **Exhibit B** of the IP Security Agreement.

(e) By attaching a copy of **Schedule 1** of this letter amendment to the IP Security Agreement.

2. **Security Interest.** Each Assignor hereby irrevocably pledges and assigns to, and grants Agent, for the benefit of Lenders, a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents set forth in **Exhibit A-1** of this letter amendment and in the Trademarks set forth in **Exhibit B-1** of this letter amendment to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Borrowers. This letter amendment grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. **Authorization.** Agent is hereby authorized to file a copy of this letter amendment with the United States Patent and Trademark office.

4. **Representations and Warranties.** Assignors represent and warrant to Agent, to induce Agent to enter into this letter amendment, that no Default exists on the date hereof; the execution, delivery and performance of this letter amendment have been duly authorized by all requisite corporate or company action on the part of each Assignor and this letter amendment has been duly executed and delivered by each Assignor; and all of the representations and warranties made by each Assignor in the IP Security Agreement are true and correct on and as of the date hereof.

5. **Reference to IP Security Agreement.** Upon the effectiveness of this letter amendment, each reference in the IP Security Agreement to "this Agreement," "hereunder," or words of like import shall mean and be a reference to the IP Security Agreement, as amended by this letter amendment. This letter amendment shall be part of the IP Security Agreement and a breach of any representation, warranty or covenant herein shall constitute a Default.

6. **Expenses of Agent.** Each Assignor, jointly and severally, agrees to pay, **on demand**, all costs and expenses incurred by Agent in connection with the preparation, negotiation and execution of this letter amendment and any other Loan Documents executed pursuant hereto and any and all amendments, modifications, and supplements thereto, including, without limitation, the cost and fees of Agent's legal counsel and any taxes, filing fees and other expenses associated with or incurred in connection with the execution, delivery or filing of any instrument or agreement referred to herein or contemplated hereby.

7. **Effectiveness; Governing Law.** This letter amendment shall be effective upon acceptance by Agent (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of Georgia without regard to conflict of law provisions.

8. **No Novation, etc.** Except as otherwise expressly provided in this letter amendment, nothing herein shall be deemed to amend or modify any provision of the IP Security Agreement or any of the other Loan Documents, each of which shall remain in full force and effect. This letter amendment is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the IP Security Agreement as herein modified shall continue in full force and effect.

9. **Successors and Assigns.** This letter amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

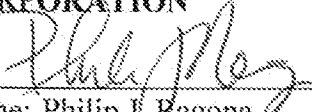
10. **Further Assurances.** Each Assignor agrees to take such further actions as Agent shall reasonably request from time to time in connection herewith to evidence or give effect to the amendments set forth herein or any of the transactions contemplated hereby.

11. **Miscellaneous.** Notwithstanding any prior, temporary mutual disregard of the terms of any contracts between the parties, each Assignor hereby agrees that it shall be required strictly to comply with all of the terms of the Loan Documents on and after the date hereof. This letter amendment may be executed in any number of counterparts and by different parties to this letter amendment on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any manually executed signature page to this letter amendment delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto. Section titles and references used in this letter amendment shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreements among the parties hereto. This letter amendment expresses the entire understanding of the parties with respect to the subject matter hereof and may not be amended except in a writing signed by the parties.

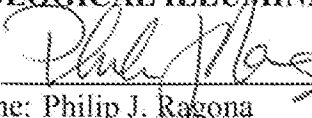
[Remainder of page intentionally left blank; signatures appear on the following pages.]

If this letter amendment is acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter amendment.

**LIGHTING SCIENCE GROUP  
CORPORATION**

By:   
Name: Philip J. Ragona  
Title: EVP and Secretary

**BIOLOGICAL ILLUMINATION, LLC**

By:   
Name: Philip J. Ragona  
Title: EVP and Secretary

[Signatures continue on the following page.]

Accepted and agreed to:

ACF FINCO I LP, as assignee of FCC, LLC, in  
its capacity as sole Lender and in its capacity as  
agent for the Lenders

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_



STATE OF RHODE ISLAND )  
 ) SS:  
COUNTY OF KENT )

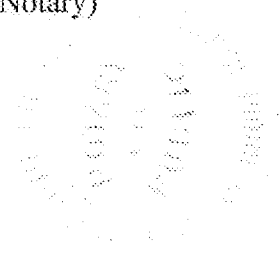
On October 19, 2016, before me, Jennifer Soucy, Notary Public, personally appeared Philip J. Ragona, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument on behalf of Lighting Science Group Corporation and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Rhode Island that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jennifer Soucy (Signature of Notary)

Jennifer Soucy  
Notary Public, State of Rhode Island  
My Commission Expires 4/29/17  
ID# 755306 (Notary)



STATE OF RHODE ISLAND )  
 ) SS:  
COUNTY OF KENT )

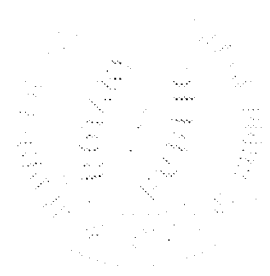
On October 19, 2016, before me, Jennifer Soucy, Notary Public, personally appeared Philip J. Ragona, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument on behalf of BioLogical Illumination, LLC and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Rhode Island that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jennifer Soucy (Signature of Notary)

Jennifer Soucy  
Notary Public, State of Rhode Island  
My Commission Expires 4/29/17  
ID# 755306 (Notary)



STATE OF New York )  
 ) SS:  
COUNTY OF Westchester )

On September 6, 2016, before me, EILEEN O'NEILL, Notary Public, personally appeared Oleh Szezygalski, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument on behalf of ACF FINCO I LP, as assignee of FCC, LLC, and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Eileen O'Neill (Signature of Notary)

(Seal of Notary)

**EILEEN O'NEILL**  
Notary Public - State of New York  
No. 01046226630  
Qualified in Rockland County  
My Commission Expires October 12, 2018

EXHIBIT A-1

UNITED STATES ISSUED PATENTS

| Title   | Patent Number | Issue Date | Owner      |
|---|---------------|------------|------------|
| System for Detecting and Analyzing Motion for Pattern Prediction and Associated Methods         | 9412253       | 08/09/2016 | Biological |
| Light Directing Apparatus   | 9404635       | 8/2/2016   | LSG        |
| System for Optimizing Light Absorbance and Associated Methods                                   | 9408275       | 08/02/2016 | Biological |
| Self-Calibrating Multi-Directional Security Luminaire and Associated Methods                    | 9402294       | 7/26/2016  | LSG        |
| Tunable Lighting Apparatus  | 9366409       | 6/14/2016  | LSG        |
| System for Actively Cooling an LED Filament and Associated Methods                              | 9360202       | 6/7/2016   | LSG        |
| Rotatable Lighting Device   | 9353935       | 5/31/2016  | LSG        |
| Elongate LED Luminaire and Associated Methods   | 9353916       | 5/31/2016  | LSG        |
| Luminaire with Integrally Molded Cooling System and Associated Methods                          | 9352428       | 5/31/2016  | LSG        |
| Rotatable Lighting Device   | 9347655       | 5/24/2016  | LSG        |
| Lighting Device Having A Moveable Housing   | 9347654       | 5/24/2016  | LSG        |
| Lighting Device Having A Moveable Housing   | 9347654       | 5/24/2016  | LSG        |
| Luminaire Having Vented Optical Chamber and Associated Methods                                  | 9322516       | 4/26/2016  | LSG        |
| Lamp Connector  | 9310058       | 4/12/2016  | LSG        |
| High Bay Luminaire  | 9303825       | 4/5/2016   | LSG        |
| Three-Channel Tuned LED Lamp for Producing Biologically-Adjusted Light                          | 9289574       | 03/22/2016 | Biological |
| Autonomous Luminaire Assembly and Vending System and Associated Methods                         | 9269211       | 02/23/2016 | LSG        |
| System for Generating Non-Homogenous Biologically-Adjusted Light and Associated Methods         | 9265968       | 02/23/2016 | Biological |
| Street Lighting Device for Communicating with Observers and Associated Methods                  | 9255670       | 2/9/2016   | LSG        |
| Luminaire with Prismatic Optic  | 9255685       | 2/9/2016   | LSG        |
| Concave Low Profile Luminaire with Magnetic Lighting Devices and Associated Systems and Methods | 9222653       | 12/29/2015 | LSG        |
| Lighting System to Control the Circadian Rhythm of Agricultural Products and Associated Methods | 9220202       | 12/29/2015 | Biological |
| Troffer Luminaire   | D744,689      | 12/01/2015 | LSG        |
| Lighting Device with Overlying Sections   | D744,673      | 12/01/2015 | LSG        |
| System for Treating Light Treatable Conditions and Associated Methods                           | 9174067       | 11/03/2015 | Biological |
| Lighting System for Accentuating Regions of a Layer and Associated Methods                      | 9173269       | 10/27/2015 | LSG        |

| Title   | Patent Number | Issue Date | Owner      |
|---|---------------|------------|------------|
| Lighting System for Accentuating Regions of a Layer and Associated Methods          | 9173269       | 10/27/2015 | LSG        |
| Trough Luminaire with Magnetic Lighting Device and Associated Systems and Methods   | 9157618       | 10/13/2015 | LSG        |
| Low Profile Luminaire With Light Guide and Associated Systems and Methods           | 9157581       | 10/13/2015 | LSG        |
| Sealed Electrical Device with Cooling System and Associated Methods                 | 9151482       | 10/6/2015  | LSG        |
| Magnetically-Mountable Lighting Device and Associated Systems and Methods           | 9151453       | 10/06/2015 | LSG        |
| Lighting Device   | D740,458      | 10/06/2015 | LSG        |
| Luminaire With Geodesic Optic   | D740,459      | 10/06/2015 | LSG        |
| LED Driver Circuit and Bleeder Circuit  | 9148929       | 09/29/2015 | LSG        |
| Illumination and Grow Light System and Associated Methods                           | 9137874       | 09/15/2015 | Biological |
| Elongate LED Luminaire and Associated Methods                                       | 9127818       | 9/8/2015   | LSG        |
| Tunable LED Lamp For Producing Biologically-Adjusted Light                          | 9131573       | 09/08/2015 | Biological |
| Square Troffer Luminaire  | D738,032      | 09/01/2015 | LSG        |
| Wavelength Converting Lighting Device and Associated Methods                        | 9036244       | 5/19/2015  | LSG        |
| Sustainable Outdoor Lighting System for Use in Environmentally Photo-Sensitive Area | 9036868       | 05/19/2015 | Biological |
| Low Profile Light Having Elongated Reflector and Associated Methods                 | 9028091       | 05/12/2015 | LSG        |
| Tunable LED Lamp for Producing Biologically-Adjusted Light and Associated Methods   | 9024536       | 05/05/2015 | Biological |
| Luminaire With Modular Cooling System and Associated Methods                        | 9016899       | 04/28/2015 | LSG        |
| Lighting System with Reduced Physioneural Compression and Associated Methods        | 9018854       | 04/28/2015 | Biological |
| Wall-Mountable Luminaire and Associated Systems and Methods                         | 9006987       | 4/14/2015  | LSG        |
| Solar Roadway Luminaire   | D726,948      | 04/14/2015 | LSG        |
| Luminaire   | D726349       | 4/7/2015   | LSG        |
| System for Electrostatic Removal of Debris and Associated Methods                   | 8978187       | 03/17/2015 | LSG        |
| Thermally Conductive Sheet and Associated Methods                                   | 8980410       | 03/17/2015 | LSG        |
| Linear Lighting Device  | D724,249      | 03/10/2015 | Biological |
| Low Profile Light and Accessory Kit for the Same                                    | 8967844       | 3/3/2015   | LSG        |
| Low Bay Luminaire   | D723,729      | 03/03/2015 | LSG        |
| Adaptable Biologically-Adjusted Indirect Lighting Device and Associated Methods     | 8963450       | 02/24/2015 | Biological |
| System and Methods of Embedding Material in a Glass Substrate                       | 8955357       | 02/17/2015 | LSG        |
| Lamp Having a Modular Heat Sink (G-25)  | D722,708      | 02/17/2015 | LSG        |
| Tunable LED Lamp for Producing Biologically-Adjusted Light                          | 8941329       | 01/27/2015 | Biological |
| Programmable Luminaire and Programmable Luminaire System                            | 8933638       | 01/13/2015 | LSG        |

| Title  | Patent Number | Issue Date | Owner      |
|--|---------------|------------|------------|
| Rotatable Lighting Fixture   | 8905584       | 12/9/2014  | LSG        |
| Adaptive Anti-Glare Light System and Associated Methods  | 8901850       | 12/2/2014  | LSG        |
| Configurable Linear Light Assembly and Associated Methods  | 8899780       | 12/2/2014  | LSG        |
| Low-Angle Thoroughfare Surface Lighting Device   | 8899775       | 12/02/2014 | LSG        |
| Low-Angle Thoroughfare Surface Lighting Device   | 8899776       | 12/02/2014 | LSG        |
| Constant Current Pulse-Width Modulation Lighting System and Associated Methods                   | 8901831       | 12/02/2014 | LSG        |
| High Efficacy Lighting Signal Converter and Associated Methods                                   | 8866839       | 10/21/2014 | LSG        |
| Lamp having Vented Optical Chamber and Associated Methods  | D715,973      | 10/21/2014 | LSG        |
| Low Profile Light Having Concave Reflector and Associated Methods                                | 8864340       | 10/21/2014 | LSG        |
| Optical Devices for Controlling Color Mixing   | 8866168       | 10/21/2014 | LSG        |
| Tunable LED Lamp for Producing Biologically-Adjusted Light                                       | 8866414       | 10/21/2014 | Biological |
| System for Inductively Powering an Electrical Device and Associated Methods                      | 8847436       | 09/30/2014 | LSG        |
| Tunable LED Lamp for Producing Biologically-Adjusted Light                                       | 8841864       | 09/23/2014 | Biological |
| Serially-Connected Light Emitting Diodes, Methods of Forming Same, and Luminares Containing Same | 8835945       | 09/16/2014 | LSG        |
| Low Bay Luminaire  | D713,584      | 09/16/2014 | LSG        |
| Lamp Having a Modular Heat Sink (BR)   | D711,560      | 08/19/2014 | LSG        |
| Multi-Directional Security Light   | D710,721      | 08/12/2014 | LSG        |
| Luminaire  | D709639       | 7/22/2014  | LSG        |
| Luminaire  | D709640       | 7/22/2014  | LSG        |
| Luminaire  | D709641       | 7/22/2014  | LSG        |
| Luminaire  | D709642       | 7/22/2014  | LSG        |
| System for Generating Non-Homogenous Light and Associated Methods                                | 8760370       | 06/24/2014 | LSG        |
| Roadway Lamp   | D707,381      | 06/17/2014 | LSG        |
| Lighting System for Accenting Regions of a Layer and Associated Methods                          | 8754832       | 06/17/2014 | LSG        |
| High Bay Lighting Fixture  | D706,481      | 6/3/2014   | LSG        |
| System for Generating Non-Homogenous Biologically-Adjusted Light and Associated Methods          | 8743023       | 06/03/2014 | Biological |
| Thoroughfare Surface Light   | D705,972      | 05/27/2014 | LSG        |
| Wavelength Converting Lighting Device and Associated Methods                                     | 8730558       | 5/20/2014  | LSG        |
| Luminaire  | D705457       | 5/20/2014  | LSG        |
| Programmable Luminaire System  | 8729832       | 05/20/2014 | LSG        |
| Luminaire having a Radially Oriented Light Source  | D704,359      | 05/06/2014 | LSG        |
| Solar-Powered Roadway Light  | D703,855      | 04/29/2014 | LSG        |

| Title   | Patent Number | Issue Date | Owner      |
|---|---------------|------------|------------|
| Canopy Light Fixture  | D703,861      | 04/29/2014 | LSG        |
| Lamp Body With Integrally Molded Heat Sink  | D703,842      | 04/29/2014 | LSG        |
| Color Conversion Occlusion and Associated Methods   | 8702259       | 04/22/2014 | LSG        |
| Luminaire   | D702861       | 4/15/2014  | LSG        |
| Tunable LED Lamp for Producing Biologically-Adjusted Light                                  | 8686641       | 04/01/2014 | Biological |
| Motion Detection System and Associated Methods (Having at least one light emitting element) | 8680457       | 3/25/2014  | LSG        |
| Elongate Lighting Device  | D701,639      | 03/25/2014 | LSG        |
| Light Fixture for a Canopy Light System   | D701,636      | 03/25/2014 | LSG        |
| Compact Lamp  | D700,980      | 03/11/2014 | LSG        |
| Off-Grid Luminaire  | D700,735      | 03/04/2014 | LSG        |

UNITED STATES PATENT APPLICATIONS

| Title   | Serial Number | Filing Date | Owner      |
|---|---------------|-------------|------------|
| Canopy Light System   | 15/244,091    | 08/23/2016  | LSG        |
| Low Profile Light   | 15/237,804    | 8/16/2016   | LSG        |
| Systems and Methods for Optimizing Power and Control of a Multicolored Lighting System                  | 15/210,713    | 7/14/2016   | LSG        |
| Tunable Lighting Apparatus  | 15/180,411    | 6/13/2016   | LSG        |
| Luminaire with Thermally-Insulating Fin Guards and Associated Methods                                   | 15/167,536    | 5/27/2016   | LSG        |
| Lighting Assembly with Moveable Optic for Light Pole  | 62/327,697    | 04/26/2016  | LSG        |
| Gimbal Luminaire  | 62/327,856    | 04/26/2016  | LSG        |
| Collapsible Luminaire   | 62/327,859    | 04/26/2016  | LSG        |
| LED Lamp for Producing Biologically-Adjusted Light  | 15/092,154    | 04/06/2016  | Biological |
| LED Powering Circuit  | 62/316,160    | 03/31/2016  | LSG        |
| LED Lamp for Producing Biologically-Adjusted Light Including a Cyan LED                                 | 15/067,364    | 03/11/2016  | Biological |
| Autonomous Luminaire Assembly and Vending System and Associated Methods                                 | 14/996,714    | 01/15/2016  | LSG        |
| Street Lighting Device for Communicating with Observers and Associated Methods                          | 14/959,664    | 12/04/2015  | LSG        |
| Low-Profile Lighting Device and Attachment Members and Kit Comprising Same                              | 14/956,968    | 12/02/2015  | LSG        |
| Lighting System for Accenting Regions of a Layer and Associated Methods                                 | 14/921,360    | 10/23/2015  | LSG        |
| Low Profile Luminaire and Associated Methods  | 14/863,150    | 09/23/2015  | LSG        |
| Illumination and Grow Light System and Associated Methods   | 14/853,516    | 09/14/2015  | Biological |
| Radiated Energy Sterilization Device and Associated Method  | 14/729,719    | 06/03/2015  | Biological |
| System for Non-Invasive Measurement of Intracranial Pressure and Associated Methods                     | 14/728,606    | 06/02/2015  | Biological |
| Modular Street Lighting System  | 14/703,809    | 05/04/2015  | LSG        |
| Low Profile Light and Accessory Kit for the Same  | 14/702,149    | 5/1/2015    | LSG        |
| System For Dynamically Adjusting Circadian Rhythm Responsive To Scheduled Events And Associated Methods | 14/590,557    | 01/06/2015  | Biological |
| System and Methods for Operating a Lighting Device  | 14/573,922    | 12/17/2014  | LSG        |
| Low Profile Light and Accessory Kit for the Same  | 14/492,348    | 9/22/2014   | LSG        |
| Serially-Connected Light Emitting Diodes, Methods of Forming Same, and Luminaires Containing Same       | 14/338,942    | 07/23/2014  | LSG        |
| Lighting Device with Domed Reflector  | 29/493,193    | 06/06/2014  | LSG        |
| System for Generating Non-Homogenous Light and Associated Methods                                       | 14/272,858    | 05/08/2014  | LSG        |
| Photoreactive System for Preserving Produce   | 14/211,663    | 03/14/2014  | Biological |

| Title  | Serial Number | Filing Date | Owner      |
|--|---------------|-------------|------------|
| Method for Controlling Blood Glucose Production and Digestion Cycles | 14/208,370    | 03/13/2014  | Biological |



FOREIGN ISSUED PATENTS

| Title   | Country   | Patent Number | Issue Date | Owner      |
|---|-----------|---------------|------------|------------|
| Lighting System With Reduced Physiological Compression and Associated Methods | Canada    | 2906451       | 6/21/2016  | LSQ        |
| LED Lamp for Producing Biologically-Corrected Light                           | Japan     | 5907962       | 04/01/2016 | Biological |
| LED Lamp for Producing Biologically-Corrected Light                           | Hong Kong | HK1182757     | 08/07/2015 | Biological |
| Versatile, Low Cost High Power Light Emitting Diode Array Package             | Japan     | 5600699       | 8/22/2014  | LSQ        |
| Method and Apparatus for Driving a Light Emitting Diode                       | Taiwan    | 1437904       | 5/11/2014  | LSQ        |

FOREIGN PATENT APPLICATIONS

| Title   | Country   | Serial Number           | Filing Date | Owner      |
|---|-----------|-------------------------|-------------|------------|
| Tunable LED Lamp for Producing Biologically-Adjusted Light                                      | Europe    | EP16180625.2            | 07/21/2016  | Biological |
| Lighting System With Reduced Physioneurral Compression and Associated Methods                   | Hong Kong | 16101085.6              | 01/29/2016  | LSG        |
| System for Generating Non-Homogenous Biologically-Adjusted Light and Associated Methods         | Hong Kong | 16101059.8              | 01/29/2016  | Biological |
| Lighting System With Reduced Physioneurral Compression and Associated Methods                   | China     | 201480027860.2          | 11/13/2015  | LSG        |
| System for Generating Non-Homogenous Biologically-Adjusted Light and Associated Methods         | China     | 201480027170.7          | 11/12/2015  | Biological |
| Lighting System With Reduced Physioneurral Compression and Associated Methods                   | Korea     | 10-2015-7029401         | 10/14/2015  | LSG        |
| Three-Channel Tuned LED Lamp for Producing Biologically-Adjusted Light                          | PCT       | PCT/US15/55103          | 10/12/2015  | Biological |
| System for Generating Non-Homogenous Biologically-Adjusted Light and Associated Methods         | Europe    | 14774608.5              | 10/09/2015  | Biological |
| Lighting System With Reduced Physioneurral Compression and Associated Methods                   | Europe    | 14731408.2              | 10/08/2015  | LSG        |
| Lighting System to Control the Circadian Rhythm of Agricultural Products and Associated Methods | PCT       | PCT/US15/50425          | 09/16/2015  | Biological |
| Lighting System With Reduced Physioneurral Compression and Associated Methods                   | Brazil    | PCT BR 11 2015 023442 9 | 09/14/2015  | LSG        |
| Lighting System With Reduced Physioneurral Compression and Associated Methods                   | UAE       | 1191/2015               | 09/13/2015  | LSG        |
| Lighting System With Reduced Physioneurral Compression and Associated Methods                   | Japan     | 2016-501543             | 09/11/2015  | LSG        |
| System for Generating Non-Homogenous Biologically-Adjusted Light and Associated Methods         | Japan     | 2016-502062             | 09/11/2015  | Biological |
| Tunable Light System Having an Adaptable Light Source and Associated Methods                    | Europe    | EP13724965.2            | 11/27/2014  | LSG        |
| Configurable Environmental Condition Sensing Luminaire, System and Associated Methods           | Europe    | EP137222608.0           | 09/19/2014  | LSG        |
| Tunable LED Lamp for Producing Biologically-Adjusted Light                                      | Europe    | EP12813179.4            | 06/17/2014  | Biological |

| Title  | Country   | Serial Number   | Filing Date | Owner      |
|--|-----------|-----------------|-------------|------------|
| LED Lamp for Producing Biologically-Corrected Light        | Europe    | EP12818684.8    | 06/16/2014  | Biological |
| Tunable LED Lamp for Producing Biologically-Adjusted Light | China     | 2012800594884.0 | 06/03/2014  | Biological |
| Illumination and Grow Light System and Associated Methods  | Canada    | 2856725         | 05/22/2014  | Biological |
| LED Lamp for Producing Biologically-Corrected Light        | Hong Kong | 13112829.7      | 11/15/2013  | Biological |

## EXHIBIT B-1

## REGISTERED TRADEMARKS

| Trademark                             | Registration Number | Registration Date | Country            | Owner |
|---------------------------------------|---------------------|-------------------|--------------------|-------|
| Awake&Alert                           | 4739852             | 5/19/2015         | United States      | LSG   |
| DEFINITY                              | 143403740           | 1/17/2014         | Saudi Arabia       | LSG   |
| Definity Digital                      | 4739645             | 5/19/2015         | United States      | LSG   |
| EcoSnap                               | 1741071             | 5/13/2016         | Australia          | LSG   |
| EcoSnap                               | 3140823             | 3/18/2016         | United Kingdom     | LSG   |
| FreeLED                               | 223759              | 8/17/2015         | Dominican Republic | LSG   |
| FreeLED                               | 1617508             | 2/25/2016         | Mexico             | LSG   |
| FreeLED                               | 29579/2015          | 3/30/2016         | Mozambique         | LSG   |
| FreeLED                               | 4856388             | 11/17/2015        | United States      | LSG   |
| GLIMPSE                               | TMA885417           | 9/8/2014          | Canada             | LSG   |
| GoodNight                             | 4657183             | 12/16/2014        | United States      | LSG   |
| IT'S ALL POSSIBLE WITH LIGHT          | 4744318             | 5/26/2015         | United States      | LSG   |
| IT'S ALL POSSIBLE WITH LIGHT.         | IR 1198099          | 2/7/2014          | European Union     | LSG   |
| LightingScience (Stylized) AND DESIGN | IR 1205358          | 1/10/2014         | European Union     | LSG   |
| LightingScience (Stylized) AND DESIGN | 4657140             | 12/16/2014        | United States      | LSG   |
| Miscellaneous design                  | IR 1197922          | 2/7/2014          | China              | LSG   |
| Miscellaneous design                  | IR 1197922          | 2/7/2014          | European Union     | LSG   |
| MISCELLANEOUS DESIGN (broken circle)  | 4744331             | 5/26/2015         | United States      | LSG   |

| Trademark                 | Registration Number | Registration Date | Country       | Owner |
|---------------------------|---------------------|-------------------|---------------|-------|
| MyNature                  | 4744303             | 5/26/2015         | United States | LSG   |
| ROADMASTER                | TMA897732           | 3/2/2015          | Canada        | LSG   |
| SleepyBaby                | 4657184             | 12/16/2014        | United States | LSG   |
| VividGro                  | TMA905929           | 6/10/2015         | Canada        | LSG   |
| VividGro                  | 4923418             | 3/22/2016         | United States | LSG   |
| WELCOME TO THE LIGHT AGES | 4336387             | 5/14/2013         | United States | LSG   |

TRADEMARK APPLICATIONS

| Trademark            | Application Number | Application Date | Country              | Owner |
|----------------------|--------------------|------------------|----------------------|-------|
| AWAKE&ALERT          | 911201840          | 6/17/2016        | Brazil               | LSG   |
| AWAKE&ALERT          | 1787915            | 6/21/2016        | Canada               | LSG   |
| AWAKE&ALERT          | A0059580           | 6/14/2016        | China                | LSG   |
| AWAKE&ALERT          | A0059580           | 6/14/2016        | European Union       | LSG   |
| AWAKE&ALERT          | A0059580           | 6/14/2016        | Mexico               | LSG   |
| DuraBulb             | 1786813            | 6/14/2016        | Canada               | LSG   |
| DuraBulb             | A0059549           | 6/13/2016        | China                | LSG   |
| DuraBulb             | A0059549           | 6/13/2016        | European Union       | LSG   |
| DuraBulb             | A0059549           | 6/13/2016        | Mexico               | LSG   |
| DuraBulb             | 86849849           | 12/15/2015       | United States        | LSG   |
| DYNASPECTRUM         | 87034438           | 5/12/2016        | United States        | LSG   |
| EcoSnap              | 86/677336          | 6/29/2015        | United States        | LSG   |
| FreeLED              | 909366110          | 5/12/2015        | Brazil               | LSG   |
| FreeLED              | 1677685            | 5/20/2014        | Canada               | LSG   |
| FreeLED              | IEPI201518792      | 5/13/2015        | Ecuador              | LSG   |
| FreeLED              | N/A                | 6/22/2016        | China                | LSG   |
| FreeLED              | 106915             | 6/9/2015         | Ghana                | LSG   |
| FreeLED              | 168410             | 5/18/2015        | Kuwait               | LSG   |
| FreeLED              | 1487217            | 5/20/2014        | Mexico               | LSG   |
| FreeLED              | Z442462            | 5/13/2015        | Poland               | LSG   |
| FreeLED              | TZT2015957         | 6/5/2015         | Tanzania             | LSG   |
| FreeLED              | 244254             | 11/25/2015       | United Arab Emirates | LSG   |
| FreeLED              | 389089             | 5/18/2015        | Pakistan             | LSG   |
| GENESIS DYNASPECTRUM | 87012515           | 4/25/2016        | United States        | LSG   |
| GOOD NIGHT           | 911201874          | 6/17/2016        | Brazil               | LSG   |
| GOOD NIGHT           | 1787917            | 6/21/2016        | Canada               | LSG   |

| Trademark            | Application Number | Application Date | Country        | Owner |
|----------------------|--------------------|------------------|----------------|-------|
| GOOD NIGHT           | A0059577           | 6/14/2016        | China          | LSG   |
| GOOD NIGHT           | A0059577           | 6/14/2016        | European Union | LSG   |
| GOOD NIGHT           | A0059577           | 6/14/2016        | Mexico         | LSG   |
| GoodDay              | 911187162          | 6/15/2016        | Brazil         | LSG   |
| GoodDay              | 1786812            | 6/14/2016        | Canada         | LSG   |
| GoodDay              | A0059548           | 6/13/2016        | China          | LSG   |
| GoodDay              | A0059548           | 6/13/2016        | European Union | LSG   |
| GoodDay              | A0059548           | 6/13/2016        | Mexico         | LSG   |
| GoodDay              | 86/849843          | 12/15/2015       | United States  | LSG   |
| HEALTHIE             | 911421807          | 8/2/2016         | Brazil         | LSG   |
| HEALTHIE             | 1793679            | 7/29/2016        | Canada         | LSG   |
| HEALTHIE             | N/A                | 8/2/2016         | China          | LSG   |
| HEALTHIE             | 015713779          | 8/1/2016         | European Union | LSG   |
| HEALTHIE             | 1778870            | 8/1/2016         | Mexico         | LSG   |
| Healthie             | 86/895002          | 2/2/2016         | United States  | LSG   |
| L-BAR                | 1791146            | 7/13/2016        | Canada         | LSG   |
| L-BAR                | 87094598           | 7/6/2016         | United States  | LSG   |
| LIGHTING SCIENCE     | 911201963          | 6/17/2016        | Brazil         | LSG   |
| LIGHTING SCIENCE     | IR 994779          | 6/15/2016        | China          | LSG   |
| LIGHTING SCIENCE     | IR 994779          | 6/15/2016        | Egypt          | LSG   |
| LIGHTING SCIENCE     | IR 994779          | 6/15/2016        | Ghana          | LSG   |
| LIGHTING SCIENCE     | 2643518            | 12/16/2013       | India          | LSG   |
| LIGHTING SCIENCE     | IR 994779          | 6/15/2016        | Mexico         | LSG   |
| LIGHTING SCIENCE     | 425233             | 6/6/2016         | Pakistan       | LSG   |
| LSPRO                | 1792770            | 7/22/2016        | Canada         | LSG   |
| LSPRO                | 86/885009          | 1/25/2016        | United States  | LSG   |
| Miscellaneous design | 1778707            | 4/22/2016        | Canada         | LSG   |
| Miscellaneous design | A0057976           | 4/11/2016        | China          | LSG   |
| Miscellaneous design | A0057976           | 4/11/2016        | European Union | LSG   |

| Trademark            | Application Number | Application Date | Country        | Owner |
|----------------------|--------------------|------------------|----------------|-------|
| Miscellaneous design | A0057976           | 4/11/2016        | India          | LSG   |
| Miscellaneous design | A0057976           | 4/11/2016        | Switzerland    | LSG   |
| Miscellaneous design | 86966304           | 4/6/2016         | United States  | LSG   |
| Miscellaneous design | 86966297           | 4/6/2016         | United States  | LSG   |
| SERIES A+            | 87022892           | 5/3/2016         | United States  | LSG   |
| SLEEPY BABY          | 911201912          | 6/17/2016        | Brazil         | LSG   |
| SLEEPY BABY          | 1787913            | 6/21/2016        | Canada         | LSG   |
| SLEEPY BABY          | A0059578           | 6/14/2016        | China          | LSG   |
| SLEEPY BABY          | A0059578           | 6/14/2016        | European Union | LSG   |
| SLEEPY BABY          | A0059578           | 6/14/2016        | European Union | LSG   |
| SLEEPY BABY          | A0059578           | 6/14/2016        | Mexico         | LSG   |
| VIVIDGRO             | 1794978            | 8/9/2016         | Canada         | LSG   |
| VIVIDGRO             | A0060733           | 8/9/2016         | European Union | LSG   |
| VIVIDGRO             | 87125727           | 8/3/2016         | United States  | LSG   |



Schedule 1

\_\_\_\_\_, 20\_\_\_\_

ACF FinCo I LP, as assignee of FCC, LLC  
580 White Plains Road, Suite 610  
Tarrytown, NY 10591  
Attn: Oleh Szczupak  
Facsimile No.: (914) 418-1217

RE: Quarterly Intellectual Property Certificate

**LIGHTING SCIENCE GROUP CORPORATION**, a Delaware corporation ("LSG") and **BIOLOGICAL ILLUMINATION, LLC**, a Delaware limited liability company ("BioLogical"; LSG and BioLogical are referred to collectively as "Borrowers" and each individually as a "Borrower") in accordance with the terms of that certain Patent and Trademark Security Agreement (as at any time amended, modified, restated or supplemented, the "IP Security Agreement") dated April 25, 2014, by and among LSG, BioLogical and ACF Finco I LP, as assignee of FCC, LLC, in its capacity as agent (together with its successors and assigns in such capacity, "Agent") for the various financial institutions ("Lenders") party from time to time to the Loan Agreement (as defined in the IP Security Agreement), desire to amend the IP Security Agreement by (i) attaching a copy of **Exhibit A-1** of this certificate to the IP Security Agreement as a supplement to **Exhibit A** of the IP Security Agreement and (ii) attaching a copy of **Exhibit B-1** of this certificate to the IP Security Agreement as a supplement to **Exhibit B** of the IP Security Agreement. All capitalized terms used in this certificate, unless otherwise defined herein, shall have the respective meanings ascribed to such terms in the IP Security Agreement.

Each Borrower hereby irrevocably pledges and assigns to, and grants Agent, for the benefit of Lenders, a security interest ("Security Interest") with power of sale to the extent permitted by law, in the Patents set forth in **Exhibit A-1** of this certificate and the Trademarks set forth in **Exhibit B-1** of this certificate to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Borrowers. Each Borrower authorizes Agent to file all, or any part, of this letter with the United States Patent and Trademark Office.

Further, Borrowers certify that **Schedule A** to this certificate identifies all of their and their Affiliates (other than Environmental Light Technologies Corp.) Patents and Trademarks (including, without limitation, those identified on **Exhibit A-1** and **Exhibit B-1** to this certificate and all those previously identified on exhibits to the IP Security Agreement) and that Borrowers have absolute title to each Patent and Trademark listed on **Exhibit A-1** and **Exhibit B-1** to this certificate, free and clear of all Liens (as defined in the Loan Agreement) except Permitted Liens (as defined in the Loan Agreement).

This letter shall be governed by and construed in accordance with the internal laws of Georgia without regard to conflict of law provisions. This letter may be executed in any number

of counterparts and by different parties to this letter amendment on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same letter. Any manually executed signature page to this letter delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

[Remainder of page intentionally left blank; signatures begin on the following page]

Sincerely,

LIGHTING SCIENCE GROUP  
CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BIOLOGICAL ILLUMINATION, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

ACF FINCO I LP, as assignee of FCC, LLC, in  
its capacity as sole Lender and in its capacity as  
agent for the Lenders

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument on behalf of Lighting Science Group Corporation and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Signature of Notary) (Seal of Notary)

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument on behalf of BioLogical Illumination, LLC and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Signature of Notary) (Seal of Notary)



**Exhibit A-1**

Patents

[see attached.]







FOREIGN ISSUED PATENTS

| Title | Country | Patent Number | Issue Date | Owner |
|-------|---------|---------------|------------|-------|
|       |         |               |            |       |
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FOREIGN PATENT APPLICATIONS

| Title | Country | Serial Number | Filing Date | Owner |
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**Exhibit B-1**

Trademarks

[see attached.]

REGISTERED TRADEMARKS

| Trademark | Registration Number | Registration Date | Country | Owner |
|-----------|---------------------|-------------------|---------|-------|
|           |                     |                   |         |       |
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TRADEMARK APPLICATIONS

| Trademark | Application Number | Application Date | Country | Owner |
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**Schedule A**

**Complete List of Intellectual Property**

**PATENTS**

| Title | Patent Number/Serial Number | Jurisdiction | Owner | Date of Disclosure to Agent |
|-------|-----------------------------|--------------|-------|-----------------------------|
|       |                             |              |       |                             |
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**TRADEMARKS**

| Trademark | Registration Number/Application Number | Country | Owner | Date of Disclosure to Agent |
|-----------|--|---------|-------|-----------------------------|
|           |  |         |       |                             |
|           |  |         |       |                             |