

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM501942

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lighting Science Group Corporation		08/17/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VividGro, LLC		
<b>Street Address:</b>	113 N. May Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60607		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5212898		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6152446804		
<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>	615-850-8741		
<b>Email:</b>	trademarkdocket@wallerlaw.com		
<b>Correspondent Name:</b>	Robert P. Felber, Jr.		
<b>Address Line 1:</b>	c/o Waller Lansden Dortch & Davis, LLP		
<b>Address Line 2:</b>	511 Union Street, Suite 2700		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37219		
<b>ATTORNEY DOCKET NUMBER:</b>	035561.86350		
<b>NAME OF SUBMITTER:</b>	Robert P. Felber, Jr.		
<b>SIGNATURE:</b>	/ROBERT P. FELBER, JR./		
<b>DATE SIGNED:</b>	12/13/2018		
<b>Total Attachments: 3</b>			
source=12.12.18 VivdGro LLC Trademark Assignment#page1.tif			
source=12.12.18 VivdGro LLC Trademark Assignment#page2.tif			
source=12.12.18 VivdGro LLC Trademark Assignment#page3.tif			

OP \$40.00 5212898

**ASSIGNMENT OF TRADEMARK, ACCOMPANYING  
REGISTRATION AND GOODWILL**

This Assignment of Trademark and Accompanying Registration, and Goodwill (this “Assignment”) is entered into effective as of August 17, 2018 (the “Effective Date”), by and between **LIGHTING SCIENCE GROUP CORPORATION**, a Delaware corporation with offices at 1350 Division Road, Suite 204, West Warwick, Rhode Island 02893 (the “Assignor”), and **VIVIDGRO, LLC**, a Delaware limited liability company with offices at 113 N. May Street, Chicago, Illinois 60607 (the “Assignee”), in accordance with the terms of that certain Contribution Agreement, dated as of August 17, 2018, by and between Assignor and Assignee (the “Contribution Agreement”). Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings ascribed to them in the Contribution Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, all of Assignor’s worldwide rights, title and interest in and to the trademark identified on Exhibit A attached hereto and incorporated herein by reference (collectively, the “Mark”), the application and registration for the Mark, any renewals or extensions of such registration, and all rights therein and thereto provided by any applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, and the resulting right to recover damages, profits, restitution and injunctive and other legal and equitable relief for past, present, or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the terms, provisions, conditions and limitations set forth in the Contribution Agreement, and this Assignment is not intended to alter the rights or obligations of the parties to the Contribution Agreement. In the event of any inconsistencies between the terms of this Assignment and the terms of the Contribution Agreement, and with respect to matters addressed in the Contribution Agreement but not addressed herein, the parties hereto agree that the terms of the Contribution Agreement shall control.

Assignor agrees to execute and deliver at the request of Assignee, any papers, instruments, affidavits, declarations, powers of attorney and assignments reasonably requested by Assignee to vest in Assignee all of Assignor’s right, title and interest in and to the Mark and the application and registration therefor and/or to provide evidence to support such assignment in the event such evidence is deemed useful by Assignee.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this assignment to be signed by an individual thereto duly authorized, all as of the Effective Date.

**ASSIGNOR:**

LIGHTING SCIENCE GROUP  
CORPORATION

By *Khim Lee*

Name: Khim Lee

Title: President

**ASSIGNEE:**

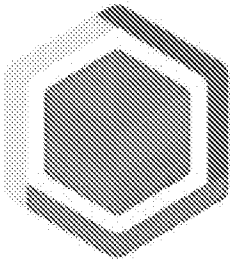
VIVIDGRO, LLC

By *DLF*

Name: David Friedman

Title: Chief Executive Officer

**EXHIBIT A**  
**TO**  
**ASSIGNMENT OF TRADEMARK, ACCOMPANYING**  
**REGISTRATION AND GOODWILL**

	<b>MARK</b>	<b>JURISDICTION</b>	<b>SERIAL NO. / REGISTRATION NO.</b>	<b>CLASS</b>	<b>FILING DATE / REGISTRATION DATE</b>
1.		USA	5212898	9	May 30, 2017