PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

<table>
<thead>
<tr>
<th>SUBMISSION TYPE:</th>
<th>NEW ASSIGNMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>NATURE OF CONVEYANCE:</td>
<td>SECURITY AGREEMENT</td>
</tr>
</tbody>
</table>

**CONVEYING PARTY DATA**

<table>
<thead>
<tr>
<th>Name</th>
<th>Execution Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lighting Science Group Corporation</td>
<td>09/20/2011</td>
</tr>
</tbody>
</table>

**RECEIVING PARTY DATA**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Ares Capital Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>245 Park Avenue</td>
</tr>
<tr>
<td>Internal Address:</td>
<td>44th Floor</td>
</tr>
<tr>
<td>City:</td>
<td>New York</td>
</tr>
<tr>
<td>State/Country:</td>
<td>NEW YORK</td>
</tr>
<tr>
<td>Postal Code:</td>
<td>10167</td>
</tr>
</tbody>
</table>

**PROPERTY NUMBERS Total: 163**

<table>
<thead>
<tr>
<th>Property Type</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Number:</td>
<td>10638579</td>
</tr>
<tr>
<td>Application Number:</td>
<td>10933096</td>
</tr>
<tr>
<td>Application Number:</td>
<td>11083862</td>
</tr>
<tr>
<td>Application Number:</td>
<td>11343986</td>
</tr>
<tr>
<td>Application Number:</td>
<td>11030648</td>
</tr>
<tr>
<td>Application Number:</td>
<td>11179863</td>
</tr>
<tr>
<td>Application Number:</td>
<td>11409847</td>
</tr>
<tr>
<td>Application Number:</td>
<td>10822236</td>
</tr>
<tr>
<td>Application Number:</td>
<td>09664599</td>
</tr>
<tr>
<td>Application Number:</td>
<td>10199418</td>
</tr>
<tr>
<td>Application Number:</td>
<td>10702957</td>
</tr>
<tr>
<td>Application Number:</td>
<td>11847033</td>
</tr>
<tr>
<td>Application Number:</td>
<td>10915137</td>
</tr>
<tr>
<td>Application Number:</td>
<td>10915278</td>
</tr>
<tr>
<td>Application Number:</td>
<td>10915138</td>
</tr>
<tr>
<td>---------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Application Number:</td>
<td>10915531</td>
</tr>
<tr>
<td>Application Number:</td>
<td>11374873</td>
</tr>
<tr>
<td>Application Number:</td>
<td>10915301</td>
</tr>
<tr>
<td>Application Number:</td>
<td>11621131</td>
</tr>
<tr>
<td>Application Number:</td>
<td>11602148</td>
</tr>
<tr>
<td>Application Number:</td>
<td>11449148</td>
</tr>
<tr>
<td>Application Number:</td>
<td>11449138</td>
</tr>
<tr>
<td>Application Number:</td>
<td>11713558</td>
</tr>
<tr>
<td>Application Number:</td>
<td>11700409</td>
</tr>
<tr>
<td>Application Number:</td>
<td>12192506</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29321496</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29321631</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29337086</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29340575</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29321710</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29307119</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29307120</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29307112</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29307121</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29307111</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29285242</td>
</tr>
<tr>
<td>Application Number:</td>
<td>08812151</td>
</tr>
<tr>
<td>Application Number:</td>
<td>09031745</td>
</tr>
<tr>
<td>Application Number:</td>
<td>10894185</td>
</tr>
<tr>
<td>Application Number:</td>
<td>10043582</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29288651</td>
</tr>
<tr>
<td>Application Number:</td>
<td>11964523</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29284534</td>
</tr>
<tr>
<td>Application Number:</td>
<td>10164671</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29254209</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29285243</td>
</tr>
<tr>
<td>Application Number:</td>
<td>10041267</td>
</tr>
<tr>
<td>Application Number:</td>
<td>09852901</td>
</tr>
<tr>
<td>Application Number:</td>
<td>10284544</td>
</tr>
<tr>
<td>Application Number:</td>
<td>08960663</td>
</tr>
<tr>
<td>---------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29240627</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29224334</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29234880</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29295372</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29235140</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29235139</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29224333</td>
</tr>
<tr>
<td>Application Number:</td>
<td>11945385</td>
</tr>
<tr>
<td>Application Number:</td>
<td>11364272</td>
</tr>
<tr>
<td>Application Number:</td>
<td>08874926</td>
</tr>
<tr>
<td>Application Number:</td>
<td>08878176</td>
</tr>
<tr>
<td>Application Number:</td>
<td>09127425</td>
</tr>
<tr>
<td>Application Number:</td>
<td>09659234</td>
</tr>
<tr>
<td>Application Number:</td>
<td>08379265</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29235514</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29289299</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29254208</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29254210</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29243097</td>
</tr>
<tr>
<td>Application Number:</td>
<td>09211668</td>
</tr>
<tr>
<td>Application Number:</td>
<td>09218862</td>
</tr>
<tr>
<td>Application Number:</td>
<td>09434058</td>
</tr>
<tr>
<td>Application Number:</td>
<td>08780243</td>
</tr>
<tr>
<td>Application Number:</td>
<td>09146478</td>
</tr>
<tr>
<td>Application Number:</td>
<td>10043733</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29234881</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29284533</td>
</tr>
<tr>
<td>Application Number:</td>
<td>08993292</td>
</tr>
<tr>
<td>Application Number:</td>
<td>09434059</td>
</tr>
<tr>
<td>Application Number:</td>
<td>09248636</td>
</tr>
<tr>
<td>Application Number:</td>
<td>08379264</td>
</tr>
<tr>
<td>Application Number:</td>
<td>08449629</td>
</tr>
<tr>
<td>Application Number:</td>
<td>08670203</td>
</tr>
<tr>
<td>Application Number:</td>
<td>08768062</td>
</tr>
<tr>
<td>Application Number:</td>
<td>08814172</td>
</tr>
<tr>
<td>---------------------</td>
<td>---------</td>
</tr>
<tr>
<td>Application Number:</td>
<td>08730594</td>
</tr>
<tr>
<td>Application Number:</td>
<td>12687710</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29332602</td>
</tr>
<tr>
<td>Application Number:</td>
<td>11875555</td>
</tr>
<tr>
<td>Application Number:</td>
<td>11445611</td>
</tr>
<tr>
<td>Application Number:</td>
<td>11737101</td>
</tr>
<tr>
<td>Application Number:</td>
<td>11475292</td>
</tr>
<tr>
<td>Application Number:</td>
<td>12135042</td>
</tr>
<tr>
<td>Application Number:</td>
<td>11474187</td>
</tr>
<tr>
<td>Application Number:</td>
<td>12504338</td>
</tr>
<tr>
<td>Application Number:</td>
<td>12401259</td>
</tr>
<tr>
<td>Application Number:</td>
<td>10788116</td>
</tr>
<tr>
<td>Application Number:</td>
<td>12472452</td>
</tr>
<tr>
<td>Application Number:</td>
<td>12192470</td>
</tr>
<tr>
<td>Application Number:</td>
<td>12183501</td>
</tr>
<tr>
<td>Application Number:</td>
<td>12677363</td>
</tr>
<tr>
<td>Application Number:</td>
<td>12738342</td>
</tr>
<tr>
<td>Application Number:</td>
<td>12680700</td>
</tr>
<tr>
<td>Application Number:</td>
<td>12523478</td>
</tr>
<tr>
<td>Application Number:</td>
<td>12527087</td>
</tr>
<tr>
<td>Application Number:</td>
<td>11937638</td>
</tr>
<tr>
<td>Application Number:</td>
<td>12434417</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29336315</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29336442</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29336987</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29340670</td>
</tr>
<tr>
<td>Application Number:</td>
<td>12770136</td>
</tr>
<tr>
<td>Application Number:</td>
<td>61248665</td>
</tr>
<tr>
<td>Application Number:</td>
<td>12775310</td>
</tr>
<tr>
<td>Application Number:</td>
<td>61333044</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29356097</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29356102</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29360985</td>
</tr>
<tr>
<td>Application Number:</td>
<td>29376702</td>
</tr>
<tr>
<td>Patent Number:</td>
<td>5929510</td>
</tr>
<tr>
<td>---------------</td>
<td>---------</td>
</tr>
<tr>
<td>Patent Number:</td>
<td>5958807</td>
</tr>
<tr>
<td>Patent Number:</td>
<td>6017642</td>
</tr>
<tr>
<td>Patent Number:</td>
<td>6055151</td>
</tr>
<tr>
<td>Patent Number:</td>
<td>6160469</td>
</tr>
<tr>
<td>Patent Number:</td>
<td>6191934</td>
</tr>
<tr>
<td>Patent Number:</td>
<td>6300267</td>
</tr>
<tr>
<td>Patent Number:</td>
<td>6399230</td>
</tr>
<tr>
<td>Patent Number:</td>
<td>6471805</td>
</tr>
</tbody>
</table>

**CORRESPONDENCE DATA**

Fax Number: (617)526-9899  
Phone: 617.526.9600  
Email: oandrews@proskauer.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Proskauer Rose LLP  
Address Line 1: One International Place  
Address Line 4: Boston, MASSACHUSETTS 02110

**ATTORNEY DOCKET NUMBER:** 11668-074

**NAME OF SUBMITTER:** T. Garrett Wright

Total Attachments: 28

- source=Lighting Sciene Group#page1.tif
- source=Lighting Sciene Group#page2.tif
- source=Lighting Sciene Group#page3.tif
- source=Lighting Sciene Group#page4.tif
- source=Lighting Sciene Group#page5.tif
- source=Lighting Sciene Group#page6.tif
- source=Lighting Sciene Group#page7.tif
- source=Lighting Sciene Group#page8.tif
- source=Lighting Sciene Group#page9.tif
- source=Lighting Sciene Group#page10.tif
- source=Lighting Sciene Group#page11.tif
- source=Lighting Sciene Group#page12.tif
- source=Lighting Sciene Group#page13.tif
- source=Lighting Sciene Group#page14.tif
- source=Lighting Sciene Group#page15.tif
- source=Lighting Sciene Group#page16.tif
- source=Lighting Sciene Group#page17.tif
- source=Lighting Sciene Group#page18.tif
- source=Lighting Sciene Group#page19.tif
- source=Lighting Sciene Group#page20.tif
- source=Lighting Sciene Group#page21.tif
- source=Lighting Sciene Group#page22.tif
PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement"), dated September 20, 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 ARES CAPITAL CORPORATION, a corporation organized under the laws of the State of Maryland, 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, having an office at 245 Park Avenue, 44th Floor, New York, New York 10167.

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the patents and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Agent and the parties to the Loan Agreement as lenders (individually, each a "Lender" and collectively, the "Lenders") have entered or are about to enter into financing arrangements pursuant to which the Lenders (or Agent on behalf of the Lenders) may make loans and advances and provide other financial accommodations to Debtor, as set forth in the Second Lien Letter of Credit, Loan and Security Agreement, dated of even date herewith, by and among Debtor, the Guarantors, Agent and the Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"; capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement) and the other Financing Agreements;

WHEREAS, Agent, Wells Fargo Bank, National Association ("First Lien Agent"), in its capacity as agent under the First Lien Financing Documents, Borrower and the Guarantors have entered into an Intercreditor Agreement, dated of even date herewith, pursuant to which Agent and First Lien Agent have agreed upon the relative priority of the security interests of First Lien Agent and Agent in the assets and properties of Borrower and the Guarantors (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Intercreditor Agreement"); and

WHEREAS, in order to induce Agent and the Lenders to enter into the Loan Agreement and the other Financing Agreements and to issue the Letter of Credit and make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Agent certain collateral security as set forth herein.

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 agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt performance, observance and payment in full of all of the Obligations and subject to the Intercreditor Agreement,
Debtor hereby grants to Agent, for itself and on behalf of each Secured Party, a second priority security interest in and a general lien (subject, as to priority, only to the first priority security interest and lien of the First Lien Agent under the First Lien Financing Documents) upon, and a conditional collateral assignment of, the following (being collectively referred to herein as the “Collateral”): (a) all of Debtor’s now existing or hereafter acquired right, title, and interest in and to all of Debtor’s patents and all applications for registration, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office, or in any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, including, without limitation, patents, and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor’s use of any patents, and all reissues, divisions, continuations and renewals thereof (all of the foregoing being collectively referred to herein as the “Patents”); (b) all present and future license and distribution agreements (subject to the rights of the licensors or licensees, as applicable, therein) pertaining to the Patents, (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Patents. Notwithstanding anything to the contrary contained in this Section 1, the Collateral shall not include any Excluded Property or any rights or interest in any contract, license or license agreement covering personal property of Debtor, so long as under the terms of such contract, license or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein to Agent, for itself and the benefit of the other Secured Parties, is prohibited and such prohibition has not been or is not waived or the consent of the other party to such contract, license or license agreement has not been or is not otherwise obtained; provided, that, the foregoing exclusion shall in no way be construed (i) to apply if any such prohibition is unenforceable under the Uniform Commercial Code or other applicable law or (ii) so as to limit, impair or otherwise affect Agent’s unconditional continuing security interests in and liens upon any rights or interests of Debtor in or to monies due or to become due under any such contract, license or license agreement.

2. Obligations Secured. The security interest, lien and other interests granted to Agent, for itself and the benefit of the other Secured Parties, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations.

3. Representations, Warranties and Covenants. Debtor hereby represents, warrants and covenants with and to Agent the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms to the extent required by the Loan Agreement or the other Financing Agreements.

(b) All of the existing Patents are valid and subsisting in full force and effect, and, subject to the interests of the First Lien Agent under the First Lien Financing Documents, Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor’s expense, perform all acts and execute all documents necessary to maintain the existence of registered Patents including, without limitation,
the filing of any renewal affidavits and applications, except as provided for in Section 3(i) below. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement (including, without limitation, the security interest of the First Lien Agent under the First Lien Financing Documents) and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Agent, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Agent or any other Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor’s expense, promptly perform all acts and execute all documents reasonably requested at any time by Agent to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Agent to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed (if applicable) only by Agent or as otherwise determined by Agent. Debtor further authorizes Agent to have this Agreement or any other similar security agreement filed with the United States Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, to its knowledge Debtor does not have any Patents registered, or subject to pending applications, in the United States Patent and Trademark Office or in any similar office or agency in the United States of America, any State thereof, or any political subdivision thereof, other than those described in Exhibit A hereto and has not granted any material licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Agent’s exercise, subject to the Intercreditor Agreement, of the rights and remedies granted to Agent hereunder.

(g) Agent may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as required by Agent to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys’ fees and legal expenses. Debtor shall be liable to Agent for any such payment, which payment shall be deemed an advance by Agent to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall notify Agent within thirty (30) days of filing any application for the registration of a Patent with the United States Patent and Trademark Office or in any similar office.
or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country. If, after the date hereof, Debtor shall (i) obtain any patent, including any reissue, division, continuation, continuation in part, or extension of any patent, file any patent application, including any application for reissue or extension of any patent, or any divisional, continuation, or continuation in part application in the United States Patent and Trademark Office, or in any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any patent or patent applications used in the United States of America, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Agent, Debtor shall promptly execute and deliver to Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by Agent to evidence the security interest in and conditional assignment of such Patent in favor of Agent.

(i) Debtor has not abandoned any of the Patents and Debtor will not do any act, nor omit to do any act, whereby the Patents may become abandoned, invalidated, unenforceable, avoided, or avoidable; provided, that, Debtor may, after written notice to Agent, abandon, cancel, not renew or otherwise not maintain a Patent so long as (i) such Patents is no longer used or useful in the business of Debtor or any of its Affiliates or Subsidiaries, (ii) such Patent has not been used in the business of Debtor or any of its Affiliates or Subsidiaries for a period of six (6) consecutive months, (iii) such Patent is not otherwise material to the business of Debtor or any of its Affiliates or Subsidiaries, in any respect, (iv) such Patent has little or no value, and (v) no Default or Event of Default shall exist or have occurred as of such time. Debtor shall notify Agent promptly if it knows of any reason why any application, registration, or recording with respect to the Patent may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance to Agent, as Agent shall determine is necessary, in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Patents as Debtor’s exclusive property and to protect Agent’s interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) Except as could not reasonably be expected to have a Material Adverse Effect, to Debtor’s knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Patents that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Agent, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Agent hereunder and (ii) there has been no judgment holding any of the Patents invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Patents presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Agent if Debtor (or any Affiliate or Subsidiary thereof) learns of any use by any person of any process or product which infringes on any Patent. If requested by Agent, Debtor, at Debtor’s expense, shall join with Agent in such action as Agent, in Agent’s discretion, may deem advisable for the protection of Agent’s interest in and to the Patents.
(l) Debtor assumes all responsibility and liability arising from the use of the Patents and Debtor hereby indemnifies and holds Agent and the other Secured Parties harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys’ fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any Affiliate or Subsidiary thereof) in connection with any Patent or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any Affiliate or Subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Agent for any and all reasonable expenditures made by Agent pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys’ fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the other Financing Agreements and shall be part of the Obligations secured hereby.

4. Events of Default. The occurrence or existence of any Event of Default under the Loan Agreement is referred to herein individually as an “Event of Default”, and collectively as “Events of Default”.

5. Rights and Remedies. At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Agent or any of the other Secured Parties, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise Agent shall, subject to the Intercreditor Agreement, have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Agent may require that neither Debtor nor any Affiliate or Subsidiary of Debtor make any use of the Patents for any purpose whatsoever. Agent may make use of any Patents for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Agent by Debtor or any Subsidiary or Affiliate of Debtor or for such other reason as Agent may determine.

(b) Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Agent shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may,
in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, upon the occurrence and during the continuance of an Event of Default, Agent may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Patents (or any application for registration, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Agent on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys’ fees and legal expenses. Debtor agrees that Agent and the other Secured Parties have no obligation to preserve rights to the Patents against any other parties.

(e) Agent may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys’ fees and all legal, travel and other expenses which may be incurred by Agent. Thereafter, Agent shall apply any remaining proceeds to the Obligations in such order and manner as set forth in the Loan Agreement. Debtor shall remain liable to Agent and any of the other Secured Parties for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Agent on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Agent or to Agent's designee, Debtor’s knowledge and expertise relating to the manufacture, sale and distribution of the products and services to which the Patents relate and Debtor’s customer lists and other records relating to the Patents and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Agent or any other Secured Party to take any such action at any time. All of Agent’s and the other Secured Parties’ rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and not exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently. No failure or delay on the part of Agent or any other Secured Party in exercising any of its options, powers or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

6. Jury Trial Waiver; Other Waivers and Consents; Governing Law.

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising hereunder, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Each of Debtor and Agent irrevocably consents and submits to the non-exclusive jurisdiction of the Supreme Court of New York County, New York and the United States District Court for the Southern District of New York, whichever Agent may elect, and waives any objection.
based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Agent shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Agent deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Agent’s option, by service upon Debtor in any other manner provided under the rules of any such courts.

(d) DEBTOR AND AGENT EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER DOCUMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND AGENT OR ANY OF THE OTHER SECURED PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND AGENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND AGENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Notwithstanding any other provision contained herein, Agent and the other Secured Parties shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Agent and such Secured Party, that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by Agent or such of the other Secured Parties. In any such litigation, Agent and each of the other Secured Parties shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. Miscellaneous.

(a) All notices, requests and other communications provided for hereunder shall be given in the form and manner and delivered to Pledgor and Agent at their respective addresses specified in
the Loan Agreement, or, as to any party, at such other address as shall be designated by such party in a written notice to the other party.

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Agent, any Lender or any Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words “hereof,” “herein,” “hereunder,” “this Agreement” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with the Loan Agreement or is cured in a manner satisfactory to Agent. All references to the term “Person” or “Persons” herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency, instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Agent and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of each of Debtor and Agent. Neither Agent nor any of the other Secured Parties shall, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their respective rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Agent. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Agent of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Agent would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement 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 Agreement 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 Agreement. Any party delivering an executed counterpart of this Agreement 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 Agreement.
IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

LIGHTING SCIENCE GROUP CORPORATION

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

STATE OF Florida ss.
COUNTY OF Broward ss.

On this 20th day of Sept 2011, before me personally came Gregory T. Kaiser, to me known, who being duly sworn, did depose and say, that he/she is the Chief Financial Officer of Lighting Science Group Corporation, the company described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors or managers of said company.

______________________________
Notary Public

[SIGNATURES CONTINUED ON NEXT PAGE]
ARES CAPITAL CORPORATION, as Agent

By:  
Name: Mitchell Goldstein 
Title: Authorized Signatory

[Patent Collateral Assignment and Security Agreement – LSGC]
## EXHIBIT A TO PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

### LIST OF U.S. PATENTS

<table>
<thead>
<tr>
<th>Matter Code</th>
<th>App Serial No.</th>
<th>Title</th>
<th>Status</th>
<th>Patent No.</th>
<th>Date Filed</th>
<th>Date Issued</th>
</tr>
</thead>
<tbody>
<tr>
<td>LSG0043USD1</td>
<td>10/933906</td>
<td>Light emitting diodes packaged for high temperature operation</td>
<td>GRANTED</td>
<td>7098483</td>
<td>9/2/2004</td>
<td>8/29/2006</td>
</tr>
<tr>
<td>LSG0043USP1</td>
<td>11/343986</td>
<td>METHOD OF MAKING OPTICAL LIGHT ENGINES WITH ELEVATED LEDs AND RESULTING PRODUCT</td>
<td>GRANTED</td>
<td>7633093</td>
<td>1/31/2006</td>
<td>12/15/2009</td>
</tr>
<tr>
<td>LSG0043USP4</td>
<td>11/179863</td>
<td>SURFACE MOUNTABLE LIGHT EMITTING DIODE ASSEMBLIES PACKAGED FOR HIGH TEMPERATURE OPERATION</td>
<td>GRANTED</td>
<td>7528421</td>
<td>7/12/2005</td>
<td>5/5/2009</td>
</tr>
<tr>
<td>LSG0043USP5</td>
<td>11/409847</td>
<td>LIGHT EMITTING DIODES WITH IMPROVED LIGHT COLLIMATION</td>
<td>GRANTED</td>
<td>7777235</td>
<td>4/24/2006</td>
<td>8/17/2010</td>
</tr>
<tr>
<td>LSG0053US2</td>
<td>09/664599</td>
<td>INTEGRATED HEAT SINKING PACKAGES USING LOW TEMPERATURE COFired CERAmIC METAL CIRCUIT BOARD TECHNOLOGY</td>
<td>GRANTED</td>
<td>6455930</td>
<td>9/18/2000</td>
<td>9/24/2002</td>
</tr>
<tr>
<td>LSG0053USP1</td>
<td>10/199418</td>
<td>LOW TEMPERATURE CO-FIRED CERAmIC-METAL PACKAGING TECHNOLOGY</td>
<td>GRANTED</td>
<td>6713862</td>
<td>7/19/2002</td>
<td>3/30/2004</td>
</tr>
<tr>
<td>LSG0054USP1</td>
<td>11/847033</td>
<td>LIGHT EFFICIENT LED ASSEMBLY INCLUDING A SHAPED REFLECTIVE CAVITY AND METHOD FOR MAKING SAME</td>
<td>GRANTED</td>
<td>7719021</td>
<td>8/29/2007</td>
<td>5/18/2010</td>
</tr>
<tr>
<td>LSG0056US2</td>
<td>10/915137</td>
<td>SYSTEM AND METHOD FOR PROVIDING MULTIFUNCTIONAL LIGHTING USING HIGH-EFFICIENCY LIGHTING ELEMENTS IN AN ENVIRONMENT</td>
<td>GRANTED</td>
<td>7824065</td>
<td>11/2/2010</td>
<td></td>
</tr>
</tbody>
</table>

8610/11668-074 current/24916869K3
<table>
<thead>
<tr>
<th>Matter Code</th>
<th>App Serial No.</th>
<th>Title</th>
<th>Status</th>
<th>Patent No.</th>
<th>Date Filed</th>
<th>Date Issued</th>
</tr>
</thead>
<tbody>
<tr>
<td>LSG0061USC</td>
<td>11/602148</td>
<td>Illumination Device for Providing Directionally Guided Light</td>
<td>GRANTED</td>
<td>7728341</td>
<td>11/20/2006</td>
<td>6/1/2010</td>
</tr>
<tr>
<td>LSG0062US</td>
<td>11/449148</td>
<td>METHOD AND APPARATUS FOR COOLING A LIGHTBULB</td>
<td>GRANTED</td>
<td>7824075</td>
<td>11/2/2010</td>
<td></td>
</tr>
<tr>
<td>LSG0076US</td>
<td>29/321496</td>
<td>LED LIGHT BULB</td>
<td>GRANTED</td>
<td>6592321</td>
<td>5/12/2009</td>
<td></td>
</tr>
<tr>
<td>LSG0077US</td>
<td>29/321631</td>
<td>Pendant Light</td>
<td>GRANTED</td>
<td>6595893</td>
<td>7/21/2008</td>
<td>7/7/2009</td>
</tr>
<tr>
<td>LSG0077USP</td>
<td>29/340575</td>
<td>Pendant Light</td>
<td>GRANTED</td>
<td>6609478</td>
<td>7/21/2009</td>
<td>1/19/2010</td>
</tr>
<tr>
<td>LSG0079US</td>
<td>29/307119</td>
<td>Light (Wash Light - Wall Node Light II design)</td>
<td>GRANTED</td>
<td>6585153</td>
<td>3/31/2008</td>
<td>1/20/2009</td>
</tr>
<tr>
<td>Matter Code</td>
<td>App Serial No.</td>
<td>Title</td>
<td>Status</td>
<td>Patent No.</td>
<td>Date Filed</td>
<td>Date Issued</td>
</tr>
<tr>
<td>------------</td>
<td>----------------</td>
<td>-----------------------------------------------------------------------</td>
<td>----------</td>
<td>-------------</td>
<td>------------</td>
<td>-------------</td>
</tr>
<tr>
<td>LSG0105US</td>
<td>09/652901</td>
<td>CERAMIC MULTILAYER CIRCUIT BOARDS MOUNTED ON A PATTERNED METAL SUPPORT SUBSTRATE</td>
<td>GRANTED</td>
<td>6518502</td>
<td>5/10/2001</td>
<td>2/11/2003</td>
</tr>
<tr>
<td>LSG0105USD</td>
<td>10/284544</td>
<td>METHOD OF MAKING CERAMIC MULTILAYER CIRCUIT BOARDS MOUNTED IN QA PATTERNED METAL SUPPORT SUBSTRATE</td>
<td>GRANTED</td>
<td>6739047</td>
<td>10/30/2002</td>
<td>5/25/2004</td>
</tr>
<tr>
<td>LSG0106USP</td>
<td>08/960663</td>
<td>INTEGRATED ELECTRONIC CIRCUIT</td>
<td>GRANTED</td>
<td>5929510</td>
<td>10/30/1997</td>
<td>7/27/1999</td>
</tr>
<tr>
<td>LSG0107US</td>
<td>29/240627</td>
<td>LOW-BAY LIGHT FIXTURE</td>
<td>GRANTED</td>
<td>D551379</td>
<td>10/14/2005</td>
<td>9/18/2007</td>
</tr>
<tr>
<td>LSG0125USC</td>
<td>08/874926</td>
<td>Low Dielectric Loss Glass Ceramic Compositions</td>
<td>GRANTED</td>
<td>5958807</td>
<td>7/1/1997</td>
<td>9/28/1999</td>
</tr>
<tr>
<td>LSG0125USD</td>
<td>08/878176</td>
<td>Low Dielectric Loss Glasses</td>
<td>GRANTED</td>
<td>6017642</td>
<td>6/18/1997</td>
<td>1/25/2000</td>
</tr>
<tr>
<td>LSG0139US</td>
<td>08/379265</td>
<td>CONDUCTIVE VIA FILL INKS FOR CERAMIC MULTILAYER CIRCUIT BOARDS ON SUPPORT SUBSTRATES</td>
<td>GRANTED</td>
<td>5514451</td>
<td>1/27/1995</td>
<td>5/7/1996</td>
</tr>
<tr>
<td>LSG0151US2</td>
<td>09/211668</td>
<td>HIGH DIELECTRIC CONSTANT EMBEDDED CAPACITORS</td>
<td>GRANTED</td>
<td>6191934</td>
<td>12/14/1998</td>
<td>2/20/2001</td>
</tr>
<tr>
<td>LSG0153USC</td>
<td>08/780243</td>
<td>METHOD FOR REDUCTION OF LATERAL SHRINKAGE IN MULTILAYER CIRCUIT BOARDS ON A SUBSTRATE</td>
<td>GRANTED</td>
<td>5876536</td>
<td>1/8/1997</td>
<td>3/2/1999</td>
</tr>
<tr>
<td>Matter Code</td>
<td>App Serial No.</td>
<td>Title</td>
<td>Status</td>
<td>Patent No.</td>
<td>Date Filed</td>
<td>Date Issued</td>
</tr>
<tr>
<td>------------</td>
<td>----------------</td>
<td>----------------------------------------------------------------------</td>
<td>----------</td>
<td>------------</td>
<td>------------</td>
<td>-------------</td>
</tr>
<tr>
<td>LSG0156US</td>
<td>10/043733</td>
<td>TEMPERATURE COMPENSATING DEVICE WITH EMBEDDED COLUMNAR THERMISTORS</td>
<td>GRANTED</td>
<td>6720559</td>
<td>1/10/2002</td>
<td>4/13/2004</td>
</tr>
<tr>
<td>LSG0168US</td>
<td>08/379264</td>
<td>ELECTRICAL FEEDTHROUGHS FOR CERAMIC CIRCUIT BOARD SUPPORT SUBSTRATES</td>
<td>GRANTED</td>
<td>5565262</td>
<td>1/27/1996</td>
<td>10/15/1996</td>
</tr>
<tr>
<td>LSG0168USD</td>
<td>08/449629</td>
<td>PROCESS FOR MAKING ELECTRICAL FEEDTHROUGHS FOR CERAMIC CIRCUIT BOARD SUPPORT SUBSTRATES</td>
<td>GRANTED</td>
<td>5653394</td>
<td>5/24/1995</td>
<td>8/5/1997</td>
</tr>
<tr>
<td>LSG0168USD2</td>
<td>08/670203</td>
<td>ELECTRICAL FEEDTHROUGHS FOR CERAMIC CIRCUIT BOARD SUPPORT SUBSTRATES</td>
<td>GRANTED</td>
<td>5681444</td>
<td>7/3/1996</td>
<td>10/28/1997</td>
</tr>
<tr>
<td>LSG0170USC</td>
<td>08/874926</td>
<td>LOW DIELECTRIC LOSS GLASS CERAMIC COMPOSITIONS</td>
<td>GRANTED</td>
<td>5958807</td>
<td>7/1/1997</td>
<td>9/28/1999</td>
</tr>
<tr>
<td>LSG0174US</td>
<td>08/814172</td>
<td>THICK CERAMIC ON METAL MULTILAYER CIRCUIT BOARD</td>
<td>GRANTED</td>
<td>5866240</td>
<td>3/6/1997</td>
<td>2/2/1999</td>
</tr>
<tr>
<td>LSG0175US</td>
<td>08/730594</td>
<td>METHOD TO CONTROL CAVITY DIMENSIONS OF FIRED MULTILAYER CIRCUIT BOARDS ON A SUPPORT</td>
<td>GRANTED</td>
<td>5858145</td>
<td>1/12/1999</td>
<td></td>
</tr>
</tbody>
</table>
## LIST OF U.S. PATENT APPLICATIONS

<table>
<thead>
<tr>
<th>Matter Code</th>
<th>App Serial No.</th>
<th>Title</th>
<th>Status</th>
<th>Date Filed</th>
</tr>
</thead>
<tbody>
<tr>
<td>LSG0014US2</td>
<td>12/687710</td>
<td>LIGHT FIXTURE USEFUL AND ASSOCIATED LED BOARD AND MONOLITHIC OPTIC</td>
<td>PUBLISHED</td>
<td>1/14/2010</td>
</tr>
<tr>
<td>LSG 0015US</td>
<td>29/323602</td>
<td>Light fixture</td>
<td>PENDING</td>
<td>2/20/2009</td>
</tr>
<tr>
<td>LSG0043USD2</td>
<td>11/875555</td>
<td>THERMALLY COUPLED LIGHT SOURCES FOR AN IMAGE PROJECTION SYSTEM</td>
<td>PUBLISHED</td>
<td>10/19/2007</td>
</tr>
<tr>
<td>LSG0043USP2</td>
<td>11/445611</td>
<td>MULTICOLOR LED ASSEMBLY WITH IMPROVED COLOR MIXING</td>
<td>PUBLISHED</td>
<td>6/2/2006</td>
</tr>
<tr>
<td>LSG0045US2</td>
<td>11/737101</td>
<td>OPTICAL DEVICES FOR CONTROLLED COLOR MIXING</td>
<td>PUBLISHED</td>
<td>4/18/2007</td>
</tr>
<tr>
<td>LSG0048USD</td>
<td>12/135042</td>
<td>LED PACKAGE WITH STEPPED APERTURE</td>
<td>PUBLISHED</td>
<td>6/6/2008</td>
</tr>
<tr>
<td>LSG0055USD</td>
<td>12/504338</td>
<td>SOLID STATE LED BRIDGE RECTIFIER LIGHT ENGINE</td>
<td>PUBLISHED</td>
<td>7/16/2009</td>
</tr>
<tr>
<td>LSG0058USD2</td>
<td>12/401259</td>
<td>Electronic light generating element light bulb</td>
<td>PUBLISHED</td>
<td>3/10/2009</td>
</tr>
<tr>
<td>LSG0064US</td>
<td>10/788116</td>
<td>Light emitting diode package assembly that emulates the light pattern produced by an incandescent filament bulb</td>
<td>PENDING</td>
<td>2/26/2004</td>
</tr>
<tr>
<td>LSG0069US</td>
<td>12/192470</td>
<td>Sustainable Endothermic Heat Stripping</td>
<td>PUBLISHED</td>
<td>8/15/2008</td>
</tr>
<tr>
<td>LSG0071US</td>
<td>12/183501</td>
<td>Pendant Light Utility</td>
<td>PUBLISHED</td>
<td>7/31/2008</td>
</tr>
<tr>
<td>LSG0089US2</td>
<td>12/677363</td>
<td>WARM WHITE LIGHTING DEVICE</td>
<td>PENDING</td>
<td>3/10/2010</td>
</tr>
<tr>
<td>LSG0091US2</td>
<td>12/690700</td>
<td>Multi-Cavity LED Array RGB Collimation Optic</td>
<td>PENDING</td>
<td>10/1/2008</td>
</tr>
<tr>
<td>LSG0195US</td>
<td>12/434417</td>
<td>Sustainable Outdoor Lighting System</td>
<td>PENDING</td>
<td>5/1/2009</td>
</tr>
<tr>
<td>LSG0316US</td>
<td>29/336315</td>
<td>HEAT SINK FOR A LUMINAIRE</td>
<td>PENDING</td>
<td>4/30/2009</td>
</tr>
<tr>
<td>LSG0329US</td>
<td>12/770136</td>
<td>Dimmable LED Lumenaire</td>
<td>PENDING</td>
<td>4/29/2010</td>
</tr>
<tr>
<td>LSG0347US</td>
<td>61/248665</td>
<td>LOW PROFILE LIGHT</td>
<td>PENDING</td>
<td>10/5/2009</td>
</tr>
<tr>
<td>Matter Code</td>
<td>App Serial No.</td>
<td>Title</td>
<td>Status</td>
<td>Date Filed</td>
</tr>
<tr>
<td>------------</td>
<td>----------------</td>
<td>-----------------------------------------------</td>
<td>---------</td>
<td>--------------</td>
</tr>
<tr>
<td>LSG0347US2</td>
<td>12/775310</td>
<td>LOW PROFILE LIGHT</td>
<td>PENDING</td>
<td>5/6/2010</td>
</tr>
<tr>
<td>LSG0348US</td>
<td>61/333044</td>
<td>LUMINAIRE MODULE</td>
<td>PENDING</td>
<td>5/10/2010</td>
</tr>
<tr>
<td>LSG0350US</td>
<td>29/356097</td>
<td>LIGHT FIXTURE</td>
<td>PENDING</td>
<td>2/19/2010</td>
</tr>
<tr>
<td>LSG0351US</td>
<td>29/356102</td>
<td>POLE FOR A STREET LIGHT LUMINAIRE</td>
<td>PENDING</td>
<td>2/19/2010</td>
</tr>
<tr>
<td>LSG0354US</td>
<td>29/360985</td>
<td>LUMINAIRE</td>
<td>PENDING</td>
<td>5/4/2010</td>
</tr>
<tr>
<td>LSG0354USD</td>
<td>29/376702</td>
<td>LUMINAIRE</td>
<td>PENDING</td>
<td>10/11/2010</td>
</tr>
<tr>
<td>LSG0376US</td>
<td>29/360982</td>
<td>LUMINAIRE</td>
<td>PENDING</td>
<td>5/4/2010</td>
</tr>
<tr>
<td>LSG0398US</td>
<td>61/333030</td>
<td>POST TOP LUMINAIRE</td>
<td>PENDING</td>
<td>5/10/2010</td>
</tr>
<tr>
<td>LSG0399US</td>
<td>61/332098</td>
<td>PENDANT LUMINAIRE</td>
<td>PENDING</td>
<td>5/6/2010</td>
</tr>
<tr>
<td>LSG0400US</td>
<td>29/361232</td>
<td>LUMINAIRE</td>
<td>PENDING</td>
<td>5/7/2010</td>
</tr>
<tr>
<td>LSG0402US</td>
<td>61/332337</td>
<td>WALL MOUNT LUMINAIRE WITH MOTION DETECTOR</td>
<td>PENDING</td>
<td>5/7/2010</td>
</tr>
<tr>
<td>LSG0403US</td>
<td>61/332968</td>
<td>WALL MOUNT LUMINAIRE WITH BATTERY BACKUP</td>
<td>PENDING</td>
<td>5/10/2010</td>
</tr>
<tr>
<td>LSG0406US</td>
<td>61/332102</td>
<td>DIMMABLE POWER SUPPLY FOR LED LUMINAIRE</td>
<td>PENDING</td>
<td>5/6/2010</td>
</tr>
<tr>
<td>LSG0407US</td>
<td>61/332861</td>
<td>DIMMABLE POWER SUPPLY FOR LED LUMINAIRE</td>
<td>PENDING</td>
<td>5/10/2010</td>
</tr>
<tr>
<td>LSG0418US</td>
<td>61/387189</td>
<td>A19 LUMINAIRE WITH IMPROVED HEAT SINK AND LIGHT DISTRIBUTION</td>
<td>PENDING</td>
<td>9/28/2010</td>
</tr>
<tr>
<td>LSG0354USD</td>
<td>29/376702</td>
<td>LUMINAIRE</td>
<td>PENDING</td>
<td></td>
</tr>
<tr>
<td>LSG0413US</td>
<td>13/107388</td>
<td>LIGHT-DIRECTING LED APPARATUS</td>
<td>PENDING</td>
<td></td>
</tr>
<tr>
<td>LSG0415US</td>
<td>61/387189</td>
<td>LED LUMINAIRE</td>
<td>PENDING</td>
<td></td>
</tr>
<tr>
<td>LSG0425US</td>
<td>29/373145</td>
<td>LUMINAIRE</td>
<td>PENDING</td>
<td></td>
</tr>
<tr>
<td>LSG0426US</td>
<td>13/041877</td>
<td>LED LUMINAIRE</td>
<td>PENDING</td>
<td></td>
</tr>
<tr>
<td>LSG0449US</td>
<td>29/391815</td>
<td>LUMINAIRE</td>
<td>PENDING</td>
<td></td>
</tr>
<tr>
<td>LSG0450US</td>
<td>29/391818</td>
<td>LUMINAIRE</td>
<td>PENDING</td>
<td></td>
</tr>
<tr>
<td>LSG0451US</td>
<td>29/391820</td>
<td>LUMINAIRE</td>
<td>PENDING</td>
<td></td>
</tr>
<tr>
<td>LSG0452US</td>
<td>29/391822</td>
<td>LUMINAIRE</td>
<td>PENDING</td>
<td></td>
</tr>
<tr>
<td>Matter Code</td>
<td>App Serial No.</td>
<td>Title</td>
<td>Status</td>
<td>Date Filed</td>
</tr>
<tr>
<td>-------------</td>
<td>----------------</td>
<td>---------------------------------------------------------</td>
<td>----------</td>
<td>------------</td>
</tr>
<tr>
<td>LSG4493</td>
<td>13/073,805</td>
<td>MEMS Wavelength Converting Lighting Device and Associated Methods</td>
<td>PENDING</td>
<td></td>
</tr>
<tr>
<td>LSG4550</td>
<td>13/107,782</td>
<td>Micro Blower Heat Sink</td>
<td>PENDING</td>
<td></td>
</tr>
<tr>
<td>LSG4629</td>
<td>13/107,928</td>
<td>High Efficiency Lighting Signal Converter and Associated Methods</td>
<td>PENDING</td>
<td></td>
</tr>
<tr>
<td>LSG4630</td>
<td>61/486,322</td>
<td>Variable Load Power Supply</td>
<td>PENDING</td>
<td></td>
</tr>
<tr>
<td>LSG4631</td>
<td>61/486,314</td>
<td>Wireless Lighting Device and Associated Methods</td>
<td>PENDING</td>
<td></td>
</tr>
<tr>
<td>LSG4632</td>
<td>61/486,315</td>
<td>Intelligent Wireless Pairing Systems and Methods</td>
<td>PENDING</td>
<td></td>
</tr>
<tr>
<td>LSG4633</td>
<td>61/486,316</td>
<td>Motion Detecting Security Light and Associated Methods</td>
<td>PENDING</td>
<td></td>
</tr>
<tr>
<td>LSG4648</td>
<td>29/391,909</td>
<td>Light Fixture</td>
<td>PENDING</td>
<td></td>
</tr>
<tr>
<td>LSG4649</td>
<td>29/391,913</td>
<td>Light Reflector</td>
<td>PENDING</td>
<td></td>
</tr>
<tr>
<td>LSG4650</td>
<td>29/391,916</td>
<td>Light Fixture with Heat Sink</td>
<td>PENDING</td>
<td></td>
</tr>
<tr>
<td>LSG4651</td>
<td>29/391,946</td>
<td>LED Fixture</td>
<td>PENDING</td>
<td></td>
</tr>
<tr>
<td>LSG4652</td>
<td>29/391,947</td>
<td>Elongate Light Fixture</td>
<td>PENDING</td>
<td></td>
</tr>
<tr>
<td>BILC-006</td>
<td>13/012,637</td>
<td>ED Lighting System</td>
<td>PENDING</td>
<td></td>
</tr>
<tr>
<td>Matter Code</td>
<td>App Serial No.</td>
<td>Title</td>
<td>Status</td>
<td>Patent No.</td>
</tr>
<tr>
<td>------------</td>
<td>---------------</td>
<td>--------------------------------------------------------------</td>
<td>----------</td>
<td>------------</td>
</tr>
<tr>
<td>LSG0102CN</td>
<td>200730154648.5</td>
<td>LED LIGHT BULB</td>
<td>GRANTED</td>
<td>200730154648.5</td>
</tr>
<tr>
<td>LSG0151CA</td>
<td>2345764</td>
<td>MULTILAYER CERAMIC ON METAL CIRCUIT BOARD WITH EMBEDDED COMPONENTS</td>
<td>GRANTED</td>
<td>2345764</td>
</tr>
<tr>
<td>LSG0151MX</td>
<td>PA/A/003350</td>
<td>MULTILAYER CERAMIC ON METAL CIRCUIT BOARD WITH EMBEDDED COMPONENTS</td>
<td>GRANTED</td>
<td>251288</td>
</tr>
<tr>
<td>LSG0161CN</td>
<td>200930184257.7</td>
<td>LIGHTING FIXTURE</td>
<td>GRANTED</td>
<td>200930184257.7</td>
</tr>
<tr>
<td>Matter Code</td>
<td>App Serial No.</td>
<td>Title</td>
<td>Status</td>
<td>Patent No.</td>
</tr>
<tr>
<td>------------</td>
<td>---------------</td>
<td>------------------------</td>
<td>------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Matter Code</td>
<td>App Serial No.</td>
<td>Title</td>
<td>Status</td>
<td>Patent No.</td>
</tr>
<tr>
<td>---------------</td>
<td>-------------------</td>
<td>-------------</td>
<td>-----------</td>
<td>--------------</td>
</tr>
<tr>
<td>LSG0256EM</td>
<td>000204599-0002</td>
<td>BRACKET LAMPS</td>
<td>GRANTED</td>
<td>000204599-0002</td>
</tr>
<tr>
<td>LSG0258EM</td>
<td>000204599-0004</td>
<td>BRACKET LAMPS</td>
<td>GRANTED</td>
<td>000204599-0004</td>
</tr>
<tr>
<td>LSG0260EM</td>
<td>000204599-0006</td>
<td>BRACKET LAMPS</td>
<td>GRANTED</td>
<td>000204599-0006</td>
</tr>
<tr>
<td>LSG0310EM</td>
<td>000339767-0041</td>
<td>LIGHTS</td>
<td>GRANTED</td>
<td>000339767-0041</td>
</tr>
<tr>
<td>LSG0326EM</td>
<td>001656497-0001</td>
<td>Luminaire</td>
<td>GRANTED</td>
<td>001656497-0001</td>
</tr>
<tr>
<td>LSG0326EM2</td>
<td>001656497-0002</td>
<td>Luminaire</td>
<td>GRANTED</td>
<td>001656497-0002</td>
</tr>
<tr>
<td>LSG0326EM3</td>
<td>001656497-0003</td>
<td>Luminaire</td>
<td>GRANTED</td>
<td>001656497-0003</td>
</tr>
<tr>
<td>Matter Code</td>
<td>App Serial No.</td>
<td>Title</td>
<td>Status</td>
<td>Patent No.</td>
</tr>
<tr>
<td>------------</td>
<td>----------------</td>
<td>-----------</td>
<td>----------</td>
<td>--------------</td>
</tr>
<tr>
<td>LSG0326EM4</td>
<td>001656497-0004</td>
<td>Luminaire</td>
<td>GRANTED</td>
<td>001656497-004</td>
</tr>
</tbody>
</table>
# LIST OF FOREIGN PATENT APPLICATIONS

<table>
<thead>
<tr>
<th>Matter Code</th>
<th>App Serial No.</th>
<th>Title</th>
<th>Status</th>
<th>Patent No.</th>
<th>Date Filed</th>
<th>Date Issued</th>
</tr>
</thead>
<tbody>
<tr>
<td>LSG0014EP</td>
<td>10151159</td>
<td>LIGHT FIXTURE USEFUL FOR STREET LIGHTING AND ASSOCIATED LED BOARD AND MONOLITHIC OPTIC</td>
<td>PUBLISHED</td>
<td></td>
<td>1/20/2010</td>
<td></td>
</tr>
<tr>
<td>LSG0043EPP2</td>
<td>07797565.4</td>
<td>MULTICOLOR LED ASSEMBLY WITH IMPROVED COLOR MIXING</td>
<td>PUBLISHED</td>
<td></td>
<td>5/18/2007</td>
<td></td>
</tr>
<tr>
<td>LSG0043EPP5</td>
<td>07716946.4</td>
<td>LIGHT EMITTING DIODES WITH IMPROVED LIGHT COLLIMATION</td>
<td>PUBLISHED</td>
<td></td>
<td>1/24/2007</td>
<td></td>
</tr>
<tr>
<td>LSG0043JP</td>
<td>2009-507673</td>
<td>LIGHT EMITTING DIODES WITH IMPROVED LIGHT COLLIMATION</td>
<td>PUBLISHED</td>
<td></td>
<td>1/24/2007</td>
<td></td>
</tr>
<tr>
<td>LSG0043KP5</td>
<td>7028300/2008</td>
<td>LIGHT EMITTING DIODES WITH IMPROVED LIGHT COLLIMATION</td>
<td>PENDING</td>
<td></td>
<td>1/24/2007</td>
<td></td>
</tr>
<tr>
<td>LSG0044EP</td>
<td>05769328.5</td>
<td>ILLUMINATION DEVICES COMPRISING WHITE LIGHT EMITTING DIODES AND DIODE ARRAYS AND METHOD AND APPARATUS FOR MAKING THEM</td>
<td>PENDING</td>
<td></td>
<td>7/1/2005</td>
<td></td>
</tr>
<tr>
<td>LSG0044-JP</td>
<td>2008-519247</td>
<td>ILLUMINATION DEVICES COMPRISING WHITE LIGHT EMITTING DIODES AND DIODE ARRAYS AND METHOD AND APPARATUS FOR MAKING THEM</td>
<td>PUBLISHED</td>
<td></td>
<td>7/1/2005</td>
<td></td>
</tr>
<tr>
<td>LSG0044KR</td>
<td>20087002836</td>
<td>ILLUMINATION DEVICES COMPRISING WHITE LIGHT EMITTING DIODES AND DIODE ARRAYS AND METHOD AND APPARATUS FOR MAKING THEM</td>
<td>PUBLISHED</td>
<td></td>
<td>7/1/2005</td>
<td></td>
</tr>
<tr>
<td>LSG0044TW</td>
<td>094126795</td>
<td>ILLUMINATION DEVICES COMPRISING WHITE LIGHT EMITTING DIODES AND DIODE ARRAYS AND METHOD AND APPARATUS FOR MAKING THEM</td>
<td>PUBLISHED</td>
<td></td>
<td>8/8/2005</td>
<td></td>
</tr>
<tr>
<td>LSG0045EP</td>
<td>07760864.4</td>
<td>Multicolor LED assembly with controlled color mixing</td>
<td>PENDING</td>
<td></td>
<td>4/18/2007</td>
<td></td>
</tr>
<tr>
<td>LSG0045TW</td>
<td>096113842</td>
<td>Multicolor LED assembly with controlled color mixing</td>
<td>PUBLISHED</td>
<td></td>
<td>4/19/2007</td>
<td></td>
</tr>
<tr>
<td>LSG0048EP</td>
<td>06785622.9</td>
<td>Versatile, low cost, high power light emitting diode array package</td>
<td>PUBLISHED</td>
<td></td>
<td>6/27/2006</td>
<td></td>
</tr>
<tr>
<td>LSG0058EP</td>
<td>05737429.0</td>
<td>Electronic light generating element light bulb</td>
<td>PUBLISHED</td>
<td></td>
<td>4/20/2005</td>
<td></td>
</tr>
<tr>
<td>LSG0058EPD2</td>
<td>10156023.3</td>
<td>Electronic light generating element light bulb</td>
<td>PUBLISHED</td>
<td></td>
<td>3/10/2010</td>
<td></td>
</tr>
<tr>
<td>LSG0058TW</td>
<td>94112921</td>
<td>Electronic light generating element light bulb</td>
<td>PUBLISHED</td>
<td></td>
<td>4/22/2005</td>
<td></td>
</tr>
<tr>
<td>Matter Code</td>
<td>App Serial No.</td>
<td>Title</td>
<td>Status</td>
<td>Patent No.</td>
<td>Date Filed</td>
<td>Date Issued</td>
</tr>
<tr>
<td>------------</td>
<td>----------------</td>
<td>-------</td>
<td>--------</td>
<td>------------</td>
<td>------------</td>
<td>-------------</td>
</tr>
<tr>
<td>LSG0068TW</td>
<td>09161287.9</td>
<td>Method and apparatus for driving a light emitting diode</td>
<td>PENDING</td>
<td>08731105.6</td>
<td>5/27/2009</td>
<td>8/11/2009</td>
</tr>
<tr>
<td>LSG0091TW</td>
<td>09713785.5</td>
<td>Seven-Cavity Led Array RGB Collimation Optic</td>
<td>PENDING</td>
<td>08731105.6</td>
<td>10/1/2008</td>
<td>8/11/2009</td>
</tr>
<tr>
<td>LSG0095EP</td>
<td>07869966.6</td>
<td>Multi-Primary Led Collimation Optic Assemblies</td>
<td>PENDING</td>
<td>08731105.6</td>
<td>12/26/2007</td>
<td>8/11/2009</td>
</tr>
<tr>
<td>LSG0195EP</td>
<td>10161574.8</td>
<td>SUSTAINABLE OUTDOOR LIGHTING SYSTEM</td>
<td>PENDING</td>
<td>08731105.6</td>
<td>3/30/2010</td>
<td>8/11/2009</td>
</tr>
<tr>
<td>LSG0225DE</td>
<td>202005000767 U</td>
<td>Apparatus for fixing electric conductor connectors particularly in the low voltage range whereby the connectors are held pressed between two adhesive plates</td>
<td>PUBLISHED</td>
<td>08731105.6</td>
<td>1/18/2005</td>
<td>8/11/2009</td>
</tr>
<tr>
<td>LSG0316NL</td>
<td>833059-01</td>
<td>HEAT SINK FOR A LUMINAIRE</td>
<td>PENDING</td>
<td>08731105.6</td>
<td>10/26/2009</td>
<td>8/11/2009</td>
</tr>
<tr>
<td>LSG0374EP</td>
<td>10174449.8</td>
<td>LOW PROFILE LIGHT</td>
<td>PENDING</td>
<td>08731105.6</td>
<td>8/30/2010</td>
<td>8/11/2009</td>
</tr>
<tr>
<td>LSG0351EM</td>
<td>1744558</td>
<td>LIGHT FIXTURE / POLE FOR STREETLIGHT LUMINAIRE</td>
<td>PENDING</td>
<td>08731105.6</td>
<td>8/17/2010</td>
<td>8/11/2009</td>
</tr>
<tr>
<td>LSG0354AU</td>
<td>08731105.6</td>
<td>LUMINAIRE</td>
<td>MAILED</td>
<td>08731105.6</td>
<td>8/11/2009</td>
<td>8/11/2009</td>
</tr>
<tr>
<td>LSG0354AU2</td>
<td>08731105.6</td>
<td>LUMINAIRE</td>
<td>MAILED</td>
<td>08731105.6</td>
<td>8/11/2009</td>
<td>8/11/2009</td>
</tr>
<tr>
<td>LSG0354AU3</td>
<td>08731105.6</td>
<td>LUMINAIRE</td>
<td>MAILED</td>
<td>08731105.6</td>
<td>8/11/2009</td>
<td>8/11/2009</td>
</tr>
<tr>
<td>LSG0354AU4</td>
<td>08731105.6</td>
<td>LUMINAIRE</td>
<td>MAILED</td>
<td>08731105.6</td>
<td>8/11/2009</td>
<td>8/11/2009</td>
</tr>
<tr>
<td>LSG0354CA</td>
<td>08731105.6</td>
<td>LUMINAIRE</td>
<td>MAILED</td>
<td>08731105.6</td>
<td>8/11/2009</td>
<td>8/11/2009</td>
</tr>
<tr>
<td>LSG0375EM</td>
<td>08731105.6</td>
<td>LUMINAIRE</td>
<td>MAILED</td>
<td>08731105.6</td>
<td>8/11/2009</td>
<td>8/11/2009</td>
</tr>
<tr>
<td>LSG0386TW</td>
<td>97102817</td>
<td>LIGHTING APPARATUS</td>
<td>PUBLISHED</td>
<td>08731105.6</td>
<td>1/24/2008</td>
<td>8/11/2009</td>
</tr>
</tbody>
</table>

8610011658-074 current/24916869k3
<table>
<thead>
<tr>
<th>Matter Code</th>
<th>App Serial No.</th>
<th>Title</th>
<th>Status</th>
<th>Patent No.</th>
<th>Date Filed</th>
<th>Date Issued</th>
</tr>
</thead>
<tbody>
<tr>
<td>LSG0400EM</td>
<td></td>
<td>LUMINAIRE</td>
<td>MAILED</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT B
TO
PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF LICENSES

<table>
<thead>
<tr>
<th>Patent</th>
<th>Recorded Liens/Licenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>5929510</td>
<td>Sharp Kabushiki Kaisha is a co-assignee of inventor assignment executed 10/29/1997.</td>
</tr>
<tr>
<td>5958807</td>
<td>Confirmatory License to U.S. Army executed 12/14/1997.</td>
</tr>
</tbody>
</table>
EXHIBIT C  
TO  
PATENT COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT  

SPECIAL POWER OF ATTORNEY (PATENTS)  

STATE OF _________________________) ss.:  
COUNTY OF _________________________)  

KNOW ALL MEN BY THESE PRESENTS, that Lighting Science Group Corporation, a corporation under the laws of the State of Delaware ("Debtor"), having an office at 1227 South Patrick Drive, Building 2A, Satellite Beach, Florida 32937, hereby appoints and constitutes, severally, ARES CAPITAL CORPORATION, as Agent ("Agent"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:  

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Agent, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any patents and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.  

2. Execution and delivery of any and all documents, statements, certificates or other papers which Agent, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.  

This Power of Attorney is made pursuant to the Patent Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Agent (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full in cash and the Security Agreement is terminated in writing by Agent.  

Dated: _____ __, 2011  

LIGHTING SCIENCE GROUP CORPORATION  

By: _______________________________  
Name: _______________________________  
Title: _______________________________
STATE OF ________________ )
COUNTY OF ________________ ) ss.: 

On this ___ day of ______, 2011, before me personally came ________, to me known, who being duly sworn, did depose and say, that he/she is the ________________ of Lighting Science Group Corporation, the company described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors or managers of said company.

________________________________
Notary Public