orm PTO-1594 (Rev. 06/04) DMB Collection 0651-0027 (ex.p. 6/30/2005	U.S. DEPARTMENT OF C	OMMERCI mark Offic
RECORDATION	FORM COVER SHEET	
	IARKS ONLY	alow.
To the director of the U. S. Patent and Trademark Office: Ple 1. Name of conveying party(les)/Execution Date(s):	ease record the attached documents or the new address(es) be 2. Name and address of receiving party(les)	
Lighting Science Group Corporation	Additional names, addresses, or citizenship attached?	
1227 South Patrick Drive, Building 2A Satellite Beach, FL 32937	Name: Wells Fargo Bank, National Association, as Agent	,co
	Internal Address:	
[10]	Street Address: 110 East Broward Boulevard	
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership	City: Fort Lauderdale	
⊠Corporation-State	State: <u>FL</u>	
Other:	Country: USA Zip: 33301	
Citizenship (see guidelines) <u>Delaware</u>		
Execution Date(s) August 5, 2011	Association Citizenship <u>USA</u>	
Additional names of conveying parties attached? ☐Yes ☒ No	General Partnership Citizenship	
3, Nature of conveyance:	Limited Partnership Citizenship	
☐ Assignment ☐ Merger	Corporation Citizenship	
Security Agreement Change of Name	☐ Other ☐ Citizenshlp	
☑ Other Amendment No. 1 to Trademark Collateral Assignment and Security Agreement, as recorded on 11/23/10, Reel 4408 Frame 0672.	If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐Yes ☒ No (Designations must be a separate document from assignment)	
4. Application number(s) or registration number(s) and idea A. Trademark Application No.(s) See Attached Exhibit A	ntification or description of the Trademark. B. Trademark Registration No.(s) See Attached Exhibit A Additional sheet(s) attached?	s □No
C. Identification or Description of Trademark(s) (and Filing Date	e if Application or Registration Number is unknown)	
5. Name address of party to whom correspondence concerning document should be malled: Name: Susan O'Brien	6. Total number of applications and registrations involved:	7
Internal Address: UCC Direct Services	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ Authorized to be charged by credit card	***************************************
Street Address: 187 Wolf Road, Suite 101	Authorized to be charged to deposit account	
City: Albany	Enclosed 8. Payment Information:	
State: <u>NY</u> Zip: <u>12205</u>	a. Credit Card Last 4 Numbers 508	3
Phone Number: 800-342-3678	Expiration Date 10(1)	
Fax Number: 800-962-7049	b. Deposit Account Number	
Email Address: cls-udsalbany@woiterskluwers.com	Authorized User Name:	
9. Signature:	<u> </u>	
Signature Mercedes Farinas	Total number of pages including or sheet, attachments, and document	
Name of Person Signing		

Documents to be recorded (Including cover sheet) should be faxed to (703) 308-8995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXHIBIT A TO AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

Trademark Applications

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

1942325.2

TRADEMARK
REEL: 004604 FRAME: 0415

AMENDMENT NO. 1 TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

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

WITNESSETH:

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

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

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

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

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

1. Amendment to Exhibit.

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

1942325.2

TRADEMARK REEL: 004604 FRAME: 0416

- (b) For purposes of this Amendment, unless otherwise defined herein, all capitalized terms used herein which are defined in the Trademark Security Agreement shall have the meaning given to such terms in the Trademark Security Agreement.
- 2. Confirmation and Grant of Security Interest. To secure payment and performance of all Obligations, and ratifying, confirming and supplementing Debtor's prior grants of security interests in and liens upon the Trademarks and other Collateral described in the Trademark Security Agreement, as collateral security heretofore granted to the Agent pursuant to the Trademark Security Agreement, Debtor hereby grants to Agent, a security interest in and Lien upon, and acknowledges and agrees that the Agent has and shall continue to have a pledge of and a continuing security interest in and Lien on, any and all right, title and interest of Debtor, whether now existing or hereafter acquired or arising, in and to all of the Collateral (expressly including, without limitation, all of the Trademarks described on Exhibit A attached to this Amendment).
- 3. <u>Effect of this Amendment</u>. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, as amended, the term or provision of the Loan Agreement shall control.
- 4. <u>Entire Agreement.</u> This Amendment contains the entire agreement of the parties hereto with respect to the subject matter hereof.
- 5. <u>Binding Effect</u>. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
- 6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Amendment.

[Signature Page Follows]

2

1942325.2

TRADEMARK REEL: 004604 FRAME: 0417 IN WITNESS WHEREOF, Debtor and Agent have executed this Amendment as of the day and year first above written.

LIGHTING SCIENCE GROUP CORPORATION, as Debtor
By: Rayon T. Win
Name: Gregory 7. Kmskr
Title: Chief Financial Officer
WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Agent
Ву:
Name:
Title:

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

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

LIGHTING SCIENCE GROUP CORPORATION, as Debtor		
By:		
	Gregory T, Kaiser	
	Chief Financial Officer	
WELL	S FARGO BANK, NATIONAL	
ASSO	CIATION,	
as Ag	gent	

By: Sure Sure State Stat

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

RECORDED: 08/12/2011 REEL: 004604 FRAME: 0419