

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305870

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|------------------------------------|--------------------------------------|------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Lighting Science Group Corporation | | 02/19/2014 | CORPORATION: DELAWARE |
| Biological Illumination, LLC | | 02/19/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | MEDLEY CAPTIAL CORPORATION, AS AGENT | | |
| Street Address: | 375 Park Avenue, Suite 3304 | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10152 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 16 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2997743 | BRIGHT LIGHTS. BRIGHT IDEAS. | |
| Registration Number: | 4039148 | DEFINITY | |
| Registration Number: | 4226895 | FOREFRONT | |
| Registration Number: | 4139111 | GLIMPSE | |
| Registration Number: | 3948258 | LIGHTING SCIENCE | |
| Registration Number: | 3121689 | LIGHTING SCIENCE | |
| Registration Number: | 3929071 | LIGHTING SCIENCE | |
| Registration Number: | 4252769 | LIGHTINGSCIENCE | |
| Registration Number: | 4207099 | PRIZMALINE | |
| Registration Number: | 4176593 | ROADMASTER | |
| Registration Number: | 3791824 | TITAN | |
| Registration Number: | 3783178 | TITANTURBO | |
| Registration Number: | 4336387 | WELCOME TO THE LIGHT AGES | |
| Serial Number: | 85969012 | COASTAL | |
| Serial Number: | 85774635 | PIXELVIEW | |
| Registration Number: | 4455562 | LIGHTING SCIENCE BAYLIGHT | |
| CORRESPONDENCE DATA | | TRADEMARK | |
| 900290479 | | REEL: 005290 FRAME: 0455 | |

CH \$415.00 2997743

Fax Number: 6175269899

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

| | |
|--------------------------------|-----------|
| ATTORNEY DOCKET NUMBER: | 51494/023 |
|--------------------------------|-----------|

| | |
|---------------------------|--------------------|
| NAME OF SUBMITTER: | Christine Slattery |
|---------------------------|--------------------|

| | |
|-------------------|----------------------|
| SIGNATURE: | /Christine Slattery/ |
|-------------------|----------------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 05/29/2014 |
|---------------------|------------|

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

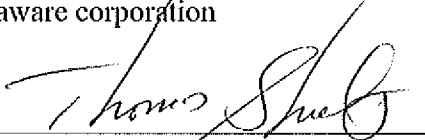
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF NEW YORK AND SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY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

[signature page follows]

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

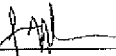
GRANTORS:

LIGHTING SCIENCE GROUP CORPORATION,
a Delaware corporation

By:  _____

Name: Thomas C. Shields
Title: Chief Financial Officer

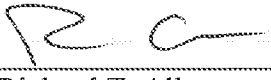
BIOLOGICAL ILLUMINATION, LLC,
a Delaware limited liability company

By: 
Name: Fred Maxik
Title: Manager

AGENT:

MEDLEY CAPITAL CORPORATION,

a Delaware corporation

By: 

Name: Richard T. Allorto

Title: Chief Financial Officer

REGISTERED TRADEMARKS

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

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

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

TRADEMARK APPLICATIONS

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

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

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