UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 25, 2014

REVOLUTION LIGHTING TECHNOLOGIES, INC.

(Exact name of registrant as specified in its charter)

Delaware	**0-23590**	**59-3046866**
(State or other jurisdiction of incorporation)	**(Commission file number)**	**(I.R.S. employer identification no.)**

177 BROAD STREET, STAMFORD, CONNECTICUT 06901
(Address of principal executive offices) (Zip code)

Registrant's telephone number, including area code: (203) 504-1111

Not Applicable
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

Underwriting Agreement

On November 25, 2014, Revolution Lighting Technologies, Inc. (the "Company") entered into an underwriting agreement (the "Underwriting Agreement") with Roth Capital Partners, LLC, as representative of the several underwriters (collectively, the "Underwriters"), relating to the issuance and sale (the "Public Offering") of up to 8,000,000 shares of the Company's common stock, par value $0.001 per share ("Common Stock"), plus a 30-day option to the Underwriters to purchase up to 1,200,000 additional shares of Common Stock to cover over-allotments, if any. The public offering price for each share of Common Stock is $1.25.

The Underwriting Agreement contains customary representations, warranties and agreements by the Company, customary conditions to closing, indemnification obligations of the Company and the Underwriters, including for liabilities under the Securities Act of 1933, as amended (the "Securities Act"), other obligations of the parties and termination provisions. The representations, warranties and covenants contained in the Underwriting Agreement were made only for purposes of such agreement and as of specific dates, were solely for the benefit of the parties to such agreement, and may be subject to limitations agreed upon by the contracting parties, including being qualified by confidential disclosures exchanged between the parties in connection with the execution of the Underwriting Agreement.

Pursuant to the Underwriting Agreement, subject to limited exceptions (including with respect to issuances to affiliates in an amount not to exceed 8,549,421 shares of Common Stock or in connection with mergers or acquisitions of securities, businesses, property or other assets, joint ventures, strategic alliances, equipment leasing arrangements or debt financing in an amount not to exceed 16,245,899 shares of Common Stock), each of the Company and its officers, directors and certain of its key shareholders agreed not to sell or otherwise dispose of any shares of Common Stock for a period ending 90 days after the date of the Underwriting Agreement, without first obtaining the written consent of Roth Capital Partners, LLC.

The Common Stock is being offered and sold pursuant to the Company's effective shelf registration statement on Form S-3 and an accompanying prospectus (Registration Statement No. 333-199510) filed with the Securities and Exchange Commission (the "SEC") on October 22, 2014, and declared effective by the SEC on October 24, 2014, and a preliminary and final prospectus supplement filed with the SEC in connection with the Company's takedown relating to the offering. A copy of the opinion of Lowenstein Sandler LLP relating to the legality of the issuance and sale of the shares of Common Stock in the offering is attached as Exhibit 5.1 hereto.

The net proceeds to the Company from the sale of the shares of Common Stock is expected to be approximately $8.9 million, assuming no exercise by the Underwriter of the 30-day over-allotment option, after deducting underwriting discounts and commissions and other estimated offering expenses payable by the Company. The offering is expected to close on or about December 1, 2014, subject to customary closing conditions.

From time to time, certain of the Underwriters or their affiliates have provided, and may in the future provide, various investment banking and other financial services for the Company for which services they have received and, may in the future receive, customary fees.

The foregoing description of the terms of the Underwriting Agreement does not purport to be complete and is subject to, and qualified in its entirety by reference to, the Underwriting Agreement, which is filed herewith as Exhibit 1.1 and is incorporated herein by reference.

Exchange Agreement

On November 25, 2014, the Company entered into the exchange agreement (the "Exchange Agreement") with RVL 1 LLC ("RVL"), the beneficial owner of a majority of the issued and outstanding Common Stock of the Company and of all of the issued and outstanding series of preferred stock of the Company, as previously described in the Company's Current Report on Form 8-K filed on November 24, 2014.

Pursuant to the Exchange Agreement, in connection with the consummation of the Public Offering, RVL will convert all of the issued and outstanding preferred stock of the Company for an aggregate of 36,300,171 shares of Common Stock (the "Preferred Share Exchange"), subject to the consummation of the Public Offering and the other closing conditions specified below. As a result, each series of preferred stock will be eliminated, and no shares of preferred stock will remain issued or outstanding. After giving effect to the Preferred Share Exchange and the Public Offering, RVL, together with its affiliate Aston Capital, LLC ("Aston Capital"), will beneficially own an aggregate of 83,253,863 shares of Common Stock, or approximately 64% of the outstanding common stock of the Company. The amount of Common Stock to be issued to RVL in the Preferred Share Exchange was approved by an independent audit committee of the Company's board of directors following its review of a third party valuation analysis.

The consummation of the Preferred Share Exchange is conditioned on the approval by NASDAQ of the listing of the shares of common stock to be issued in the Preferred Share Exchange and on the Company's compliance, if necessary, with NASDAQ Listing Rule 5635 and Rule 14c-2 under the Exchange Act. RVL has agreed to deliver a written consent, if necessary, approving issuance of Common Stock in the Preferred Stock Exchange. However, there can be no assurances that such consent would be sufficient under applicable NASDAQ rules, or that NASDAQ would otherwise approve the listing of such shares. Until such approvals are obtained, or in the event that any such approvals are not obtained, all outstanding shares of preferred stock will remain outstanding in accordance with their existing terms.

The foregoing description of the terms of the Exchange Agreement does not purport to be complete and is subject to, and qualified in its entirety by reference to, the Exchange Agreement, which is filed herewith as Exhibit 10.1 and is incorporated herein by reference.

Item 8.01 Other Events.

On November 25, 2014, the Company issued a press release announcing that it had priced the offering of its Common Stock. A copy of the press release is attached hereto as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Forward-Looking Statements

Certain of the foregoing statements are forward-looking statements that involve a number of risks and uncertainties, including statements relating to expectations regarding the completion of the Public Offering and the Preferred Share Exchange. Such forward-looking statements are within the meaning of that term in Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Reference is made to the Company's filings under the Securities Exchange Act for additional factors that could cause actual results to differ materially, including the Risk Factors described in Item 1A of the Form 10-K for the fiscal year ended December 31, 2013. The Company undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise. Readers are cautioned that any such forward-looking statements are not guarantees of future performance and involve risks and uncertainties, and that actual results may differ materially from those indicated in the forward-looking statements as a result of various factors. Readers are cautioned not to place undue reliance on these forward-looking statements.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
1.1	Underwriting Agreement, dated as of November 25, 2014, by and between Revolution Lighting Technologies, Inc. and Roth Capital Partners, LLC.
5.1	Opinion of Lowenstein Sandler LLP
10.1	Exchange Agreement, dated as of November 25, 2014, by and between Revolution Lighting Technologies, Inc. and RVL 1 LLC.
23.1	Consent of Lowenstein Sandler LLP (included in Exhibit 5.1).
99.1	Press Release, dated November 25, 2014, of Revolution Lighting Technologies, Inc.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: November 26, 2014

REVOLUTION LIGHTING TECHNOLOGIES, INC.

By: /s/ Charles J. Schafer
Charles J. Schafer
President and Chief Financial Officer

EXHIBIT INDEX

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Exhibit 1.1

UNDERWRITING AGREEMENT

November 25, 2014

Roth Capital Partners, LLC
As the Representative of the
Several underwriters named in Schedule I hereto
888 San Clemente Drive
Newport Beach, CA 92660

Ladies and Gentlemen:

Revolution Lighting Technologies, Inc., a Delaware corporation (the "Company"), proposes, subject to the terms and conditions stated herein, to issue and sell (the "Offering") to the several underwriters (the "Underwriters") named in Schedule I hereto, for whom Roth Capital Partners, LLC is acting as representative (the "Representative"), an aggregate of 8,000,000 authorized but unissued shares (the "Underwritten Shares") of the Company's common stock, par value $0.001 (the "Common Stock"). The Company has granted the Underwriters the option to purchase an aggregate of up to 1,200,000 additional shares of Common Stock (the "Additional Shares") as may be necessary to cover over-allotments made in connection with the Offering.

As the Representative, you have advised the Company (a) that you are authorized to enter into this Agreement on behalf of the several Underwriters, and (b) that the several Underwriters are willing, acting severally and not jointly, to purchase the numbers of Underwritten Shares set forth opposite their respective names in Schedule I, plus their pro rata portion of the Additional Shares if you elect to exercise the over-allotment option in whole or in part for the accounts of the several Underwriters. The Underwritten Shares and Additional Shares are collectively referred to as the "Shares."

The Company and the Underwriters hereby confirm their agreement as follows:

1. Registration Statement and Final Prospectus. The Company has prepared and filed with the Securities and Exchange Commission (the "Commission") a registration statement on Form S-3 (File No. 333-199510) under the Securities Act of 1933, as amended (the "Securities Act") and the rules and regulations (the "Rules and Regulations") of the Commission thereunder, and such amendments to such registration statement (including post effective amendments) as may have been required to the date of this Agreement. Such registration statement, as amended (including any post effective amendments), has been declared effective by the Commission. Such registration statement, as amended (including post effective amendments thereto), the exhibits and any schedules thereto and the documents and information otherwise incorporated by reference therein, deemed to be a part thereof or included therein by the Securities Act or otherwise pursuant to the Rules and Regulations, is herein called the "Registration Statement." If the Company has filed or files an abbreviated registration statement in connection with the Shares pursuant to Rule 462(b) under the Securities Act (the "Rule 462 Registration Statement"), then any reference herein to the term Registration Statement shall

include such Rule 462 Registration Statement. The Company will file with the Commission pursuant to Rule 430B and Rule 424 under the Securities Act a final prospectus supplement relating to the Shares to the form of prospectus included in the Registration Statement. The prospectus included in the Registration Statement at the time it was declared effective by the Commission is herein referred to as the "Base Prospectus."

The Company has filed or proposes to file with the Commission pursuant to Rule 424 under the Securities Act a preliminary prospectus supplement relating to the Shares (along with the Base Prospectus, the "Preliminary Prospectus Supplement") and a final prospectus supplement relating to the Shares (the "Final Prospectus Supplement"). The Final Prospectus Supplement together with the Base Prospectus is hereinafter referred to as the "Final Prospectus." The Preliminary Prospectus Supplement together with the Base Prospectus is hereinafter called a "Prospectus." Any reference herein to the Base Prospectus, the Preliminary Prospectus Supplement, the Final Prospectus Supplement, the Final Prospectus or a Prospectus shall be deemed to include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the Securities Act as of the date of such Prospectus.

For purposes of this Agreement, all references to the Registration Statement, the Rule 462 Registration Statement, the Base Prospectus, the Final Prospectus, any Prospectus or any amendment or supplement to any of the foregoing shall be deemed to include the copy filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval system or its Interactive Data Electronic Applications system. All references in this Agreement to financial statements and schedules and other information which is "described," "contained," "included" or "stated" in the Registration Statement, the Rule 462 Registration Statement, the Base Prospectus, the Final Prospectus or any Prospectus (or other references of like import) shall be deemed to mean and include all such financial statements, pro forma financial information and schedules and other information which is incorporated by reference in or otherwise deemed by the Rules and Regulations to be a part of or included in the Registration Statement, the Rule 462 Registration Statement, the Base Prospectus, the Final Prospectus or any Prospectus, as the case may be; and all references in this Agreement to amendments or supplements to the Registration Statement, the Rule 462 Registration Statement, the Base Prospectus, the Final Prospectus or any Prospectus shall be deemed to mean and include the subsequent filing of any document under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), that is deemed to be incorporated therein by reference or otherwise deemed by the Rules and Regulations to be a part thereof.

2. Representations and Warranties Regarding the Offering.

(a) The Company represents and warrants to, and agrees with, the Underwriters, as of the date hereof and as of the Closing Date (as defined in Section 4(d) below), except as otherwise indicated, as follows:

(i) At each time of effectiveness, at the date hereof and at the Closing Date, the Registration Statement and any post-effective amendment thereto complied or will comply in all material respects with the requirements of the Securities Act and the Rules and Regulations and did not and will not, as the case may be, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or

necessary to make the statements therein not misleading. The Time of Sale Disclosure Package (as defined below) as of the date hereof and at the Closing Date, and the Final Prospectus, as amended or supplemented, at the time of filing pursuant to Rule 424(b) under the Securities Act and at the Closing Date, did not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The representations and warranties set forth in the two immediately preceding sentences shall not apply to statements in or omissions from the Registration Statement or any post-effective amendment thereto, the Time of Sale Disclosure Package or the Final Prospectus in reliance upon, and in conformity with, written information furnished to the Company through the Representative by or on behalf of any Underwriter specifically for use in the preparation thereof. The Registration Statement (including each document incorporated by reference therein) contains all exhibits and schedules required to be filed by the Securities Act or the Rules and Regulations. No order preventing or suspending the effectiveness or use of the Registration Statement or any Prospectus is in effect and no proceedings for such purpose have been instituted or are pending, or, to the knowledge of the Company, are threatened by the Commission.

(ii) The documents incorporated by reference in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus, when they became effective or were filed with the Commission, as the case may be, conformed in all material respects to the requirements of the Securities Act or the Exchange Act, as applicable, were filed on a timely basis with the Commission and none of such documents, when they were filed (or, if amendments to such documents were filed, when such amendments were filed), contained an untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Any further documents so filed and incorporated by reference in the Registration Statement, the Time of Sale Disclosure Package or the Final Prospectus, when such documents are filed with the Commission, will conform in all material respects to the requirements of the Exchange Act, and will not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. As used in this paragraph and elsewhere in this Agreement, "Time of Sale Disclosure Package" means the Base Prospectus, the Prospectus most recently filed with the Commission before the time of this Agreement, including any preliminary prospectus supplement deemed to be a part thereof, each issuer free writing prospectus as defined in Rule 433 of the Securities Act (each, an "Issuer Free Writing Prospectus") identified in Schedule II**,** and any description of the transaction provided by the Underwriter included on Schedule III, all considered together as of 5:00 a.m. pacific standard time on November 25, 2014 (the "Time of Sale").

(iii) (A) The Company has not made, used, prepared, authorized, approved or referred to any Issuer Free Writing Prospectus in the sale of Shares, except for those Issuer Free Writing Prospectuses identified in Schedule II hereto. The Company has filed all Issuer Free Writing Prospectuses required to be so filed with the Commission, and no order preventing or suspending the effectiveness or use of any Issuer

Free Writing Prospectus is in effect and no proceedings for such purpose have been instituted or are pending, or, to the knowledge of the Company, are threatened by the Commission. When taken together with the rest of the Time of Sale Disclosure Package or the Final Prospectus, since its first use and at all relevant times since then, no Issuer Free Writing Prospectus has, does or will include (1) any untrue statement of a material fact or omission to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or (2) information that conflicted, conflicts or will conflict with the information contained in the Registration Statement or the Final Prospectus. The representations and warranties set forth in the immediately preceding sentence shall not apply to statements in or omissions from the Time of Sale Disclosure Package, the Final Prospectus or any Issuer Free Writing Prospectus in reliance upon, and in conformity with, written information furnished to the Company through the Representative by or on behalf of any Underwriter specifically for use in the preparation thereof.

(B) Each Issuer Free Writing Prospectus satisfied, as of its issue date and at all subsequent times through the Prospectus Delivery Period, all other conditions as may be applicable to its use as set forth in Rules 164 and 433 under the Securities Act, including any legend, record-keeping or other requirements.

(iv) The financial statements of the Company, together with the related notes, included or incorporated by reference in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus comply in all material respects with the requirements of the Securities Act and the Exchange Act and fairly present in all material respects the financial condition of the Company, as of the dates indicated and the results of operations and changes in cash flows for the periods therein specified in conformity with generally accepted accounting principles consistently applied throughout the periods involved, except as otherwise noted therein. No other financial statements, pro forma financial information or schedules are required under the Securities Act to be included or incorporated by reference in the Registration Statement, the Time of Sale Disclosure Package or the Final Prospectus. To the Company's knowledge, McGladrey LLP is an independent public accounting firm with respect to the Company within the meaning of the Securities Act and the Rules and Regulations.

(v) The Company had a reasonable basis for, and made in good faith, each "forward-looking statement" (within the meaning of Section 27A of the Securities Act or Section 21E of the Exchange Act) contained or incorporated by reference in the Registration Statement, the Time of Sale Disclosure Package or the Final Prospectus.

(vi) All statistical or market-related data included or incorporated by reference in the Registration Statement, the Time of Sale Disclosure Package or the Final Prospectus are based on or derived from sources that the Company reasonably believes to be reliable and accurate, and the Company has obtained the written consent to the use of such data from such sources, to the extent required.

(vii) The Common Stock is registered pursuant to Section 12(b) of the Exchange Act and is listed or approved for listing on the Nasdaq Capital Market

("NASDAQ"). There is no action pending to delist the Company's shares of Common Stock from the NASDAQ, nor has the Company received any notification that NASDAQ is currently contemplating terminating such listing. As of the Closing Date, the Shares all have been duly authorized for listing on the NASDAQ, subject to official notice of issuance.

(viii) The Company has not taken, directly or indirectly, any action that is designed to or that has constituted or that would reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares.

(ix) The Company is not an "ineligible issuer," as defined in Rule 405 of the Securities Act.

(x) The Company is not and, after giving effect to the Offering and sale of the Shares and the use of proceeds therefrom, will not be an "investment company," as such term is defined in the Investment Company Act of 1940, as amended.

(xi) The Company was at the time of filing the Registration Statement, and at the time of filing any post-effective amendment thereto, eligible to use Form S-3 under the Securities Act. As of the date hereof, the sale of the Shares hereunder meets the requirements or General Instruction I.B.1 of Form S-3.

(b) Any certificate signed by any officer of the Company and delivered to the Representative or to the Underwriters' counsel shall be deemed a representation and warranty by the Company to the Underwriters as to the matters covered thereby.

3. Representations and Warranties Regarding the Company.

(a) The Company represents and warrants to and agrees with, the Underwriters, except as set forth in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus, as follows:

(i) The Company and each of its subsidiaries has been duly organized and is validly existing as a corporation or limited liability company in good standing under the laws of its jurisdiction of incorporation or formation. The Company and each of its subsidiaries has the corporate or limited liability company power and authority to own its properties and conduct its business as currently being carried on and as described in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus, and is duly qualified to do business as a foreign entity in good standing in each jurisdiction in which it owns or leases real property or in which the conduct of its business makes such qualification necessary and in which the failure to so qualify would have or is reasonably likely to result in a material adverse effect upon the business, prospects, properties, operations, condition (financial or otherwise) or results of operations of the Company and its subsidiaries, taken as a whole, or in the Company's ability to perform its obligations under this Agreement (a "Material Adverse Effect").

(ii) The Company has the corporate power and authority to enter into this Agreement and to authorize, issue and sell the Shares as contemplated by this Agreement. This Agreement has been duly authorized, executed and delivered by the Company, and constitutes a valid, legal and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as rights to indemnity and contribution hereunder may be limited by federal or state securities laws and except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting the rights of creditors generally and subject to general principles of equity.

(iii) The execution, delivery and performance of this Agreement and the consummation of the transactions herein contemplated will not (A) result in a breach or violation of any of the terms and provisions of, or constitute a default under, any law, rule or regulation to which the Company or any subsidiary is subject, or by which any property or asset of the Company or any subsidiary is bound or affected, (B) conflict with, result in any violation or breach of, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any right of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, lease, credit facility, debt, note, bond, mortgage, indenture or other instrument (the "Contracts") or obligation or other understanding to which the Company or any subsidiary is a party of by which any property or asset of the Company or any subsidiary is bound or affected except to the extent that such conflict, default, termination, amendment, acceleration or cancellation right is not reasonably likely to result in a Material Adverse Effect, or (C) result in a breach or violation of any of the terms and provisions of, or constitute a default under, the Company's certificate of incorporation or bylaws.

(iv) Neither the Company nor any of its subsidiaries is in violation, breach or default under its certificate of incorporation, by-laws or other equivalent organizational or governing documents, except where the violation, breach or default in the case of a subsidiary of the Company is not reasonably likely to result in a Material Adverse Effect.

(v) All consents, approvals, orders, authorizations and filings required on the part of the Company and its subsidiaries in connection with the execution, delivery or performance of this Agreement to the Company have been obtained or made, other than such consents, approvals, orders and authorizations the failure of which to make or obtain is not reasonably likely to result in a Material Adverse Effect, or as may be required under the Exchange Act, the Securities Act, state securities or blue sky laws, the bylaws, rules and regulations of the Financial Industry Regulatory Authority ("FINRA") or the bylaws, rules and regulations of the NASDAQ.

(vi) All of the issued and outstanding shares of capital stock of the Company are duly authorized and validly issued, fully paid and nonassessable, and have been issued in compliance with all applicable securities laws, and conform in all material respects to the description thereof in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus. Except for the Shares and the issuances of

options or restricted stock in the ordinary course of business, since the respective dates as of which information is provided in the Registration Statement, the Time of Sale Disclosure Package or the Final Prospectus, the Company has not entered into or granted any convertible or exchangeable securities, options, warrants, agreements, contracts or other rights in existence to purchase or acquire from the Company any shares of the capital stock of the Company. The Shares, when issued and duly paid for as provided herein, will be duly authorized and validly issued, fully paid and nonassessable, issued in compliance with all applicable securities laws, and free of preemptive, registration or similar rights.

(vii) Except as otherwise stated in the Registration Statement, in the Time of Sale Disclosure Package and in the Final Prospectus, there are no preemptive rights or other rights to subscribe for or to purchase, or any restriction upon the voting or transfer of, any shares of Common Stock pursuant to the Company's certificate of incorporation, by-laws or any agreement or other instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound. Neither the filing of the Registration Statement nor the Offering or sale of the Shares as contemplated by this Agreement gives rise to any rights for or relating to the registration of any shares of Common Stock or other securities of the Company, other than such rights that have been waived.

(viii) Except as otherwise stated in the Registration Statement, in the Time of Sale Disclosure Package and in the Final Prospectus, the Company does not own, directly or indirectly, any capital stock or other ownership interest in any partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity.

(ix) Each of the Company and its subsidiaries has filed all foreign, federal, state and local returns (as hereinafter defined) required to be filed with taxing authorities prior to the date hereof or has duly obtained extensions of time for the filing thereof, except to the extent as the failure to file such returns would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. Each of the Company and its subsidiaries has paid all taxes (as hereinafter defined) shown as due on such returns that were filed and has paid all taxes imposed on or assessed against the Company or such respective subsidiary, except to the extent as the failure to file such returns would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. The provisions for taxes payable, if any, shown on the financial statements filed with or as part of the Registration Statement are sufficient for all accrued and unpaid taxes, whether or not disputed, and for all periods to and including the dates of such consolidated financial statements. Except as disclosed in writing to the Representative, (i) no issues have been raised (and are currently pending) by any taxing authority in connection with any of the returns or taxes asserted as due from the Company or its subsidiaries, and (ii) no waivers of statutes of limitation with respect to the returns or collection of taxes have been given by or requested from the Company or its subsidiaries. The term "taxes" mean all federal, state, local, foreign, and other net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits,

license, lease, service, service use, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, windfall profits, customs, duties or other taxes, fees, assessments, or charges of any kind whatever, together with any interest and any penalties, additions to tax, or additional amounts with respect thereto. The term "returns" means all returns, declarations, reports, statements, and other documents required to be filed in respect to taxes.

(x) Since the respective dates as of which information is given in the Registration Statement, the Time of Sale Disclosure Package or the Final Prospectus, (a) neither the Company nor any of its subsidiaries has incurred any material liabilities or obligations, direct or contingent, or entered into any material transactions other than in the ordinary course of business, (b) the Company has not declared or paid any dividends or made any distribution of any kind with respect to its capital stock; (c) there has not been any change in the capital stock of the Company or any of its subsidiaries (other than a change in the number of outstanding shares of Common Stock due to the issuance of shares upon the exercise of outstanding options or warrants, the issuance, repurchase or forfeiture of restricted stock awards or restricted stock units under the Company's existing stock awards plan, any new grants thereof in the ordinary course of business, (d) there has not been any change in the Company's long-term or short-term debt, and (e) there has not been the occurrence of any other adverse event.

(xi) Except as described in the Registration Statement, the Time of Sale Disclosure Package or the Final Prospectus, there is not pending or, to the knowledge of the Company, threatened, any action, suit or proceeding to which the Company or any of its subsidiaries is a party or of which any property or assets of the Company is the subject before or by any court or governmental agency, authority or body, or any arbitrator or mediator, which is reasonably likely to result in a Material Adverse Effect.

(xii) The Company and each of its subsidiaries holds, and is in compliance with, all franchises, authorizations, licenses, permits, easements, consents, certificates and orders ("Permits") of any governmental or self-regulatory agency, authority or body required for the conduct of its business, and all such Permits are in full force and effect, in each case except where the failure to hold, or comply with, any of them is not reasonably likely to result in a Material Adverse Effect.

(xiii) The Company and its subsidiaries have good and marketable title to all owned property (whether real or personal) described in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus as being owned by them that are material to the business of the Company, in each case free and clear of all liens, claims, security interests, other encumbrances or defects, except those that have been disclosed in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus or those not reasonably likely to result in a Material Adverse Effect. The property held under lease by the Company and its subsidiaries is held by them under valid, subsisting and enforceable leases with only such exceptions with respect to any particular lease as do not interfere in any material respect with the conduct of the business of the Company and its subsidiaries.

(xiv) To the knowledge of the Company, the Company and each of its subsidiaries owns or possesses or has valid right to use all patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, copyrights, licenses, inventions, trade secrets and similar rights ("Intellectual Property") necessary for the conduct of the business of the Company and its subsidiaries as currently carried on and as described in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus. To the knowledge of the Company, no action or use by the Company or any of its subsidiaries will involve or give rise to any infringement of, or license or similar fees for, any Intellectual Property of others, except where such action, use, license or fee is not reasonably likely to result in a Material Adverse Effect. Neither the Company nor any of its subsidiaries has received any notice alleging any such infringement or fee.

(xv) The Company maintains a system of internal accounting controls designed to provide reasonable assurances that (A) transactions are executed in accordance with management's general or specific authorization; (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles in the United States and to maintain accountability for assets; (C) access to assets is permitted only in accordance with management's general or specific authorization; and (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as disclosed in the Registration Statement, in the Time of Sale Disclosure Package and in the Final Prospectus, the Company's internal control over financial reporting is effective and none of the Company, its board of directors and audit committee is aware of any "significant deficiencies" or "material weaknesses" (each as defined by the Public Company Accounting Oversight Board) in its internal control over financial reporting, or any fraud, whether or not material, that involves management or other employees of the Company who have a significant role in the Company's internal controls; and since the end of the latest audited fiscal year, there has been no change in the Company's internal control over financial reporting (whether or not remediated) that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting. The Company's board of directors has validly appointed an audit committee to oversee internal accounting controls whose composition satisfies the applicable requirements of the applicable stock exchange rules (the "Exchange Rules") and the Company's board of directors and/or the audit committee has adopted a charter that satisfies the requirements of the Exchange Rules.

(xvi) The Company has established and maintains disclosure controls and procedures (as defined in Rules 13a-14 and 15d-14 under the Exchange Act) and such controls and procedures are designed to reasonably ensure that material information relating to the Company, including its subsidiaries, that is required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is made known to the principal executive officer and the principal financial officer.

(xvii) The Company and each of its subsidiaries has complied with, is not in violation of, and has not received any notice of violation relating to any law, rule or regulation relating to the conduct of its business, or the ownership or operation of its

property and assets, including, without limitation, (A) the Currency and Foreign Transactions Reporting Act of 1970, as amended, or any money laundering laws, rules or regulations, (B) any laws, rules or regulations related to health, safety or the environment, including those relating to the regulation of hazardous substances, (C) the Sarbanes-Oxley Act and the rules and regulations of the Commission thereunder, (D) the Foreign Corrupt Practices Act of 1977 and the rules and regulations thereunder, and (E) the Employment Retirement Income Security Act of 1974 and the rules and regulations thereunder, in each case except where the failure to be in compliance with such law, rule or regulation is not reasonably likely to result in a Material Adverse Effect.

(xviii) Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, employee, representative, agent or affiliate of the Company or any of its subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"); and the Company will not directly or indirectly use the proceeds of the Offering of the Shares contemplated hereby, or lend, contribute or otherwise make available such proceeds to any person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(xix) The Company reasonably believes that the Company and each of its subsidiaries carries, or is covered by, insurance in such amounts and covering such risks as is adequate for the conduct of its business and the value of its properties and as is customary for companies engaged in similar businesses in similar industries.

(xx) Each employee benefit plan, within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), for which the Company or any member of its "Controlled Group" (defined as any organization which is a member of a controlled group of corporations within the meaning of Section 414 of the Internal Revenue Code of 1986, as amended (the "Code")) would have any liability (each, a "Plan") has been maintained in compliance in all material respects with its terms and the requirements of any applicable statutes, orders, rules and regulations, including but not limited to ERISA and the Code; (ii) no prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred with respect to any Plan excluding transactions effected pursuant to a statutory or administrative exemption; (iii) for each Plan that is subject to the funding rules of Section 412 of the Code or Section 302 of ERISA, no "accumulated funding deficiency" as defined in Section 412 of the Code, whether or not waived, has occurred or is reasonably expected to occur; (iv) the fair market value of the assets of each Plan exceeds the present value of all benefits accrued under such Plan (determined based on those assumptions used to fund such Plan); (v) no "reportable event" (within the meaning of Section 4043(c) of ERISA) has occurred or is reasonably expected to occur; and (vi) neither the Company nor any member of the Controlled Group has incurred, nor reasonably expects to incur, any liability under Title IV of ERISA in respect of a Plan (including a "multiemployer plan", within the meaning of Section 4001(a)(3) of ERISA).

(xxi) No labor dispute with the employees of the Company or any of its subsidiaries exists or, to the knowledge of the Company, is imminent that is reasonably likely to result in a Material Adverse Effect.

(xxii) Neither the Company, its subsidiaries nor, to its knowledge, any other party is in violation, breach or default of any Contract, which violation, breach or default is reasonably likely to result in a Material Adverse Effect.

(xxiii) No supplier, customer, distributor or sales agent of the Company has notified the Company that it intends to discontinue or decrease the rate of business done with the Company, except where such decrease is not reasonably likely to result in a Material Adverse Effect.

(xxiv) There are no claims, payments, issuances, arrangements or understandings for services in the nature of a finder's, consulting or origination fee with respect to the introduction of the Company to the Underwriters or the sale of the Shares hereunder or any other arrangements, agreements, understandings, payments or issuances with respect to the Company that may affect the Underwriters' compensation, as determined by FINRA.

(xxv) Except as disclosed in the Registration Statement, the Time of Sale Disclosure Package or in the Final Prospectus, the Company has not made any direct or indirect payments (in cash, securities or otherwise) to (i) any person, as a finder's fee, investing fee or otherwise, in consideration of such person raising capital for the Company or introducing to the Company persons who provided capital to the Company, (ii) any FINRA member, or (iii) any person or entity that has any direct or indirect affiliation or association with any FINRA member within the 12-month period prior to the date on which the Registration Statement was filed with the Commission ("Filing Date") or thereafter.

(xxvi) Except as disclosed to the Underwriters in writing, to the Company's knowledge, no (i) officer or director of the Company or its subsidiaries, (ii) owner of 5% or more of the Company's unregistered securities or that of its subsidiaries or (iii) owner of any amount of the Company's unregistered securities acquired within the 180-day period prior to the Filing Date, has any direct or indirect affiliation or association with any FINRA member. The Company will advise the Representative and the Underwriters' counsel if it becomes aware that any officer, director or stockholder of the Company or its subsidiaries is or becomes an affiliate or associated person of a FINRA member participating in the Offering.

(xxvii) Other than the Underwriters, no person has the right to act as a placement agent, underwriter or as a financial advisor in connection with the sale of the Shares contemplated hereby.

4. Purchase, Sale and Delivery of Shares.

(a) On the basis of the representations, warranties and agreements herein contained, and subject to the terms and conditions herein set forth, the Company agrees to issue and sell the Underwritten Shares to the Underwriters, and the Underwriters agree, severally and not jointly, to purchase the respective number of Underwritten Shares set forth opposite the name of the Underwriters in Schedule I hereto. The purchase price for each Underwritten Share shall be $1.1625 per share (the "Per Share Price"), as shown on Schedule III hereto.

(b) The Company hereby grants to the Underwriters the option to purchase some or all of the Additional Shares and, upon the basis of the warranties and representations and subject to the terms and conditions herein set forth, the Underwriters shall have the right to purchase, severally and not jointly, all or any portion of the Additional Shares at the price per share equal to the Per Share Price as may be necessary to cover over-allotments made in connection with the transactions contemplated hereby. This option may be exercised by the Representative at any time (but not more than once) on or before the thirtieth day following the date hereof, by written notice to the Company (the "Option Notice"). The Option Notice shall set forth the aggregate number of Additional Shares as to which the option is being exercised, and the date and time when the Additional Shares are to be delivered (such date and time being herein referred to as the "Option Closing Date"); *provided*, *however*, the Option Closing Date shall not be earlier than the Closing Date or, with respect to any Additional Shares to be delivered after the Closing Date, no earlier than the first or later than the fifth business day after the date of such notice unless the Representative and the Company otherwise agree in writing.

(c) Payment of the purchase price for and delivery of the Additional Shares shall be made at the Option Closing Date in the same manner and at the same office as the payment for the Underwritten Shares as set forth in subparagraph (d) below.

(d) The Underwritten Shares will be delivered by the Company to the Representative for the respective accounts of the several Underwriters against payment of the purchase price therefor by wire transfer of same day funds payable to the order of the Company at the offices of Roth Capital Partners, LLC, 888 San Clemente Drive, Newport Beach, CA 92660, or such other location as may be mutually acceptable, at 9:00 a.m. pacific standard time, on the third (or if the Underwritten Shares are priced, as contemplated by Rule 15c6-1(c) under the Exchange Act, after 4:30 p.m. Eastern time, the fourth) full business day following the date hereof, or at such other time and date as the Representative and the Company determine pursuant to Rule 15c6-1(a) under the Exchange Act, or, in the case of the Additional Shares, at such date and time set forth in the Option Notice. The time and date of delivery of the Underwritten Shares or the Additional Shares, as applicable, is referred to herein as the "Closing Date." Delivery of the Underwritten Shares and Additional Shares shall be made by credit through full fast transfer to the account at The Depository Trust Company designated by the Representative.

5. Covenants. The Company covenants and agrees with the Underwriters as follows:

(a) During the period beginning on the date hereof and ending on the later of the Closing Date or such date as determined by the Representative that the Final Prospectus is no

longer required by law to be delivered in connection with sales by an underwriter or dealer (the "Prospectus Delivery Period"), prior to amending or supplementing the Registration Statement, including any Rule 462 Registration Statement, the Time of Sale Disclosure Package or the Final Prospectus, the Company shall furnish to the Representative for review and comment a copy of each such proposed amendment or supplement, and the Company shall not file any such proposed amendment or supplement to which the Representative reasonably objects.

(b) From the date of this Agreement until the end of the Prospectus Delivery Period, the Company shall promptly advise the Representative in writing (A) of the receipt of any comments of, or requests for additional or supplemental information from, the Commission, (B) of the time and date of any filing of any post-effective amendment to the Registration Statement or any amendment or supplement to the Time of Sale Disclosure Package, the Final Prospectus or any Issuer Free Writing Prospectus, (C) of the time and date that any post-effective amendment to the Registration Statement becomes effective and (D) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any order preventing or suspending its use or the use of the Time of Sale Disclosure Package, the Final Prospectus or any Issuer Free Writing Prospectus, or of any proceedings to remove, suspend or terminate from listing or quotation the Common Stock from any securities exchange upon which it is listed for trading or included or designated for quotation, or of the threatening or initiation of any proceedings for any of such purposes. If the Commission shall enter any such stop order at any time during the Prospectus Delivery Period, the Company will use its reasonable efforts to obtain the lifting of such order at the earliest possible moment. Additionally, the Company agrees during the Prospectus Delivery Period that it shall comply with the provisions of Rules 424(b), 430A and 430B, as applicable, under the Securities Act and will use its reasonable efforts to confirm that any filings made by the Company under Rule 424(b) or Rule 433 were received in a timely manner by the Commission.

(c) (i) During the Prospectus Delivery Period, the Company will comply with all requirements imposed upon it by the Securities Act, as now and hereafter amended, and by the Rules and Regulations, as from time to time in force, and by the Exchange Act, as now and hereafter amended, so far as necessary to permit the continuance of sales of or dealings in the Shares as contemplated by the provisions hereof, the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus. If during the Prospectus Delivery Period any event occurs the result of which would cause the Final Prospectus (or if the Final Prospectus is not yet available to prospective purchasers, the Time of Sale Disclosure Package) to include an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances then existing, not misleading, or if during such period it is necessary or appropriate in the reasonable opinion of the Company or its counsel or the Representative or the Underwriters' counsel to amend the Registration Statement or supplement the Final Prospectus (or if the Final Prospectus is not yet available to prospective purchasers, the Time of Sale Disclosure Package) to comply with the Securities Act or to file under the Exchange Act any document that would be deemed to be incorporated by reference in the Final Prospectus in order to comply with the Securities Act or the Exchange Act, the Company will promptly notify the Representative and will amend the Registration Statement or supplement the Final Prospectus (or if the Final Prospectus is not yet available to prospective purchasers, the Time of Sale Disclosure Package) or file such document (at the expense of the Company) so as to correct such statement or omission or effect such compliance.

(ii) During the Prospectus Delivery Period, if at any time following issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development the result of which such Issuer Free Writing Prospectus conflicted or would conflict with the information contained in the Registration Statement or any Prospectus or included or would include, when taken together with the Time of Sale Disclosure Package, an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances prevailing at that subsequent time, not misleading, the Company will promptly notify the Representative and will promptly amend or supplement, at its own expense, such Issuer Free Writing Prospectus to eliminate or correct such conflict, untrue statement or omission.

(d) The Company shall take or cause to be taken all necessary action to qualify the Shares for sale under the securities laws of such jurisdictions as the Representative reasonably designates and to continue such qualifications in effect so long as required for the distribution of the Shares, except that the Company shall not be required in connection therewith to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified, to execute a general consent to service of process in any state or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise subject.

(e) The Company covenants that it will not, unless it obtains the prior written consent of the Representative, make any offer relating to the Shares that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a "free writing prospectus" (as defined in Rule 405 of the Securities Act) required to be filed by the Company with the Commission or retained by the Company under Rule 433 of the Securities Act. In the event that the Representative expressly consents in writing to any such free writing prospectus (a "Permitted Free Writing Prospectus"), the Company covenants that it shall (i) treat each Permitted Free Writing Prospectus as an Issuer Free Writing Prospectus, and (ii) comply with the requirements of Rule 164 and 433 of the Securities Act applicable to such Permitted Free Writing Prospectus, including in respect of timely filing with the Commission, legending and record keeping.

(f) The Company will furnish to the Representative and counsel for the Underwriters copies of the Registration Statement, each Prospectus, any Issuer Free Writing Prospectus, and all amendments and supplements to such documents, in each case promptly after they become available and in such quantities as the Representative may from time to time reasonably request.

(g) The Company will make generally available to its security holders as soon as practicable, but in any event not later than 15 months after the end of the Company's current fiscal quarter, an earnings statement (which need not be audited) covering a 12-month period that shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 of the Rules and Regulations.

(h) The Company will not take, directly or indirectly, during the Prospectus Delivery Period, any action designed to or which might reasonably be expected to cause or result in, or that has constituted, the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares.

(i) Whether or not the transactions contemplated hereunder are consummated, the Company will pay or cause to be paid (A) all expenses (including transfer taxes allocated to the respective transferees) incurred by the Company in connection with the delivery to the Underwriters of the Shares, (B) all expenses and fees incurred by the Company (including, without limitation, fees and expenses of the Company's counsel) in connection with the preparation, printing, filing, delivery, and shipping of the Registration Statement (including the financial statements therein and all amendments, schedules, and exhibits thereto), the Shares, the Time of Sale Disclosure Package, any Prospectus (including the Final Prospectus), any Issuer Free Writing Prospectus and any amendment thereof or supplement thereto, (C) all reasonable filing fees and reasonable fees and disbursements of the Underwriters' counsel incurred in connection with the qualification of the Shares for offering and sale by the Underwriters or by dealers under the securities or blue sky laws of the states and other jurisdictions that the Representative shall designate, (D) the fees and expenses of any transfer agent or registrar, (E) listing fees, if any, (F) the reasonable fees and reasonable disbursements of Underwriters' counsel incident to any required review and approval by FINRA of the terms of the sale of the Shares, (G) the reasonable out-of-pocket expenses of the Underwriters, including reasonable legal fees and disbursements of counsel to the Underwriters, in connection with the purchase and sale of the Shares contemplated hereby in an amount, when taken together with (C) and (F) above, not to exceed $125,000 in the aggregate and (H) all other costs and expenses of the Company incident to the performance of the Company's obligations hereunder that are not otherwise specifically provided for herein. Except for reimbursement from the Company of any of the fees and costs described in (A) through (H) above that are paid by the Underwriters, and notwithstanding any other provision hereof, the Underwriters will pay all of their own fees and costs in connection with the transactions described herein, including, without limitation, the Underwriters' attorney's fees and costs, any transfer taxes on the resale of any Shares by the Underwriters and any marketing, advertising and "road show" expenses incurred by the Underwriters. If this Agreement is terminated for any reason, neither the Company nor any Underwriter shall be entitled to any reimbursement of fees or expenses from the other, except for those reimbursements expressly described in this Section 5(i).

(j) The Company intends to apply the net proceeds from the sale of the Shares to be sold by it hereunder for the purposes set forth in the Time of Sale Disclosure Package and in the Final Prospectus.

(k) The Company hereby agrees that, without the prior written consent of the Representative, it will not, during the period ending on and including the 90th day after the date hereof (as the same may be extended as described below, the "Lock-Up Period"), (i) offer, pledge, issue, sell, contract to sell, purchase, contract to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock; or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise; or (iii) file any registration statement with the Commission relating to the offering of any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock. The restrictions contained in the preceding sentence shall not apply to (1) the Shares to be sold hereunder, (2) the issuance of Common Stock upon the exercise of options

or warrants disclosed as outstanding in the Registration Statement (excluding exhibits thereto) or the Final Prospectus or the vesting of the restricted stock awards or units, (3) the issuance of employee stock options not exercisable during the Lock-Up Period and the grant, redemption or forfeiture of restricted stock awards or restricted stock units pursuant to equity incentive plans described in the Registration Statement (excluding exhibits thereto) and the Final Prospectus (4) the issuance of Common Stock or warrants to purchase Common Stock, in an amount not to exceed 19.0% of the total number of shares of Common Stock outstanding on the date hereof, in connection with mergers or acquisitions of securities, businesses, property or other assets, joint ventures, strategic alliances, equipment leasing arrangements or debt financing; (5) the issuance of Common Stock upon the conversion or redemption of the Company's Series B Convertible Preferred Stock, Series C Senior Convertible Preferred Stock, Series E Senior Convertible Redeemable Preferred Stock or Series G Senior Convertible Redeemable Preferred Stock and (6) the issuance of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock to affiliates of the Company in an amount not to exceed 10.0% of the total number of shares of Common Stock outstanding on the date hereof. Notwithstanding the foregoing, if (x) the Company issues an earnings release or material news, or a material event relating to the Company occurs, during the last 17 days of the Lock-Up Period, or (y) prior to the expiration of the Lock-Up Period, the Company announces that it will release earnings results during the 16-day period beginning on the last day of the Lock-Up Period, the restrictions imposed by this clause shall continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event, unless the Representative waives such extension in writing; provided, however, that this sentence shall not apply if (A) the Company meets the applicable requirements of Rule 139(a)(1) under the Securities Act in the manner contemplated by NASD Conduct Rule 2711(f)(4) (B) the Company's securities are "actively traded" as defined in Rule 101(c)(1) of Regulation M of the Exchange Act and (C) the provisions of NASD Conduct Rule 2711(f)(4) do not restrict the publication or distribution, by the Underwriters, of any research reports relating to the Company during the 15 days before or after the last day of the Lock-up Period (before giving effect to such extension).

6. Conditions of Underwriters' Obligations. The respective obligations of the several Underwriters hereunder to purchase the Shares are subject to (i) the accuracy, as of the date hereof and at the applicable Closing Date (as if made at the Closing Date), of and compliance with, in all material respects, all representations, warranties and agreements of the Company contained herein not qualified by materiality, and the accuracy and compliance with all other representations, warranties and agreements of the Company contained herein, (ii) the performance by the Company of its obligations hereunder and the following additional conditions:

(a) If filing of a Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, is required under the Securities Act or the Rules and Regulations, the Company shall have filed such Prospectus (or such amendment or supplement) or such Issuer Free Writing Prospectus with the Commission in the manner and within the time period so required (without reliance on Rule 424(b)(8) or Rule 164(b) under the Securities Act); the Registration Statement shall remain effective; no stop order suspending the effectiveness of the Registration Statement or any part thereof, any Rule 462 Registration Statement, or any amendment thereof, nor suspending or preventing the use of the Time of Sale Disclosure

Package, the Final Prospectus or any Issuer Free Writing Prospectus shall have been issued; no proceedings for the issuance of such an order shall have been initiated or threatened by the Commission and any request of the Commission for additional information (to be included in the Registration Statement, the Time of Sale Disclosure Package, the Final Prospectus, or otherwise) shall have been complied with to the Representative's satisfaction.

(b) FINRA shall have raised no objection to the fairness and reasonableness of the underwriting terms and arrangements.

(c) The Representative shall not have reasonably determined and advised the Company that the Registration Statement, the Time of Sale Disclosure Package, the Final Prospectus (or any amendment thereof or supplement thereto) or any Issuer Free Writing Prospectus contains an untrue statement of fact which, in the Representative's reasonable opinion, is material, or omits to state a fact which, in the Representative's reasonable opinion, is material and is required to be stated therein or necessary to make the statements therein not misleading.

(d) On the applicable Closing Date, there shall have been furnished to the Representative the opinion and negative assurance letter of Lowenstein Sandler LLP, counsel for the Company, dated the applicable Closing Date and addressed to the Representative, in form and substance reasonably satisfactory to the Representative, to the effect set forth in Schedule IV.

(e) On the applicable Closing Date, there shall have been furnished to the Representative the opinion and negative assurance letter of Goodwin Procter LLP, counsel for the Underwriters, dated the applicable Closing Date and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representative.

(f) At the time of execution of this Agreement, the Representative shall have received a letter from McGladrey LLP, addressed to the Underwriters, executed and dated such date, confirming that they are independent public accountants within the meaning of the Securities Act and are in compliance with the applicable requirements relating to the qualifications of accountants under Rule 2-01 of Regulation S-X of the Commission, and confirming, as of the date of such letter (or, with respect to matters involving changes or developments since the respective dates as of which specified financial information is given in the Time of Sale Disclosure Package, as of a date not more than three business days prior to the date of such letter), the conclusions and findings of said firm, of the type ordinarily included in accountants' "comfort letters" to underwriters, with respect to the financial information, including any financial information contained in Exchange Act Reports filed by the Company or incorporated by reference in the Registration Statement, the Time of Sale Disclosure Package and the Prospectus, and other matters required by the Representative.

(g) On the applicable Closing Date, the Representative shall have received a letter (the "Bring-down Letter") from McGladrey LLP, addressed to the Underwriters and dated the applicable Closing Date, confirming, as of the date of each such Bring-down Letter (or, with respect to matters involving changes or developments since the respective dates as of which specified financial information is given in the Time of Sale Disclosure Package, as of a date not

more than three business days prior to the date of such Bring-down Letter), the conclusions and findings of said firms of the type ordinarily included in accountants' "comfort letters" to underwriters, with respect to the financial information, and other matters covered by its letter delivered to the Representative concurrently with the execution of this Agreement pursuant to paragraph (g) of this Section 6.

(h) On the applicable Closing Date, there shall have been furnished to the Representative a certificate, dated the applicable Closing Date and addressed to the Underwriters, signed by the chief executive officer and the chief financial officer of the Company, in their capacity as such on behalf of the Company, to the effect that:

(i) The representations and warranties of the Company in this Agreement are true and correct, in all material respects (other than those representations and warranties that are qualified as to materiality, which are true and correct in all respects), as if made at and as of the applicable Closing Date, and the Company has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the applicable Closing Date;

(ii) No stop order or other order (A) suspending the effectiveness of the Registration Statement or any part thereof or any amendment thereof, (B) suspending the qualification of the Shares for offering or sale, or (C) suspending or preventing the use of the Time of Sale Disclosure Package, the Final Prospectus or any Issuer Free Writing Prospectus has been issued, and no proceeding for that purpose has been instituted or, to their knowledge, is contemplated by the Commission or any state or regulatory body; and

(iii) There has been no occurrence of any event resulting or reasonably likely to result in a Material Adverse Effect during the period from and after the date of this Agreement and prior to the applicable Closing Date.

(i) On or before the date hereof, the Representative shall have received duly executed "lock-up" agreements, in a form attached as Exhibit A hereto, between the Representative and the individuals listed on Schedule V.

(j) The Common Stock shall be registered under the Exchange Act and shall be listed on NASDAQ, and the Company shall not have taken any action designed to terminate, or likely to have the effect of terminating, the registration of the Common Stock under the Exchange Act or delisting or suspending from trading the Common Stock from NASDAQ, nor shall the Company have received any information suggesting that the Commission is contemplating terminating such registration or listing.

(k) The Company shall have furnished to the Representative and counsel for the Underwriters such additional documents, certificates and evidence as the Representative or counsel for the Underwriters may have reasonably requested.

If any condition specified in this Section 6 shall not have been fulfilled when and as required to be fulfilled, this Agreement may be terminated by the Representative by written

notice to the Company at any time at or prior to the applicable Closing Date and such termination shall be without liability of any party to any other party, except that Section 7 and Section 9 shall survive any such termination and remain in full force and effect.

7. Certain Agreements of the Underwriters. The Underwriters hereby represent and agree, severally and not jointly, that they have not and will not use, authorize use of, refer to, or participate in the planning for use of, any "free writing prospectus," as defined in Rule 405 of the Securities Act (which term includes use of any written information furnished to the Commission by the Company and not incorporated by reference into the Registration Statement and any press release issued by the Company) other than (i) a free writing prospectus that, solely a result of use by an Underwriter, would not trigger an obligation to file such free writing prospectus with the Commission pursuant to Rule 433 of the Securities Act, (ii) any Issuer Free Writing Prospectus, or (iii) any free writing prospectus prepared by any Underwriter and approved by the Company in advance in writing.

8. Indemnification and Contribution.

(a) The Company agrees to indemnify, defend and hold harmless each Underwriter, its affiliates, directors and officers and employees, and each person, if any, who controls any Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any losses, claims, damages or liabilities, joint or several, to which such Underwriter or such person may become subject, under the Securities Act or otherwise (including in settlement of any litigation if such settlement is effected with the written consent of the Company), insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, including the information deemed to be a part of the Registration Statement at the time of effectiveness and at any subsequent time pursuant to Rules 430A and 430B of the Rules and Regulations, the Time of Sale Disclosure Package, the Final Prospectus, or any amendment or supplement thereto (including any documents filed under the Exchange Act and deemed to be incorporated by reference into the Registration Statement or the Final Prospectus), or any Issuer Free Writing Prospectus or in any materials or information provided to investors by, or with the written approval of, the Company, in connection with the marketing of the Offering of the Shares, including any roadshow or investor presentations (whether in person or electronically)("**Marketing Materials**"), or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, (with respect to the Time of Sale Disclosure Package, the Final Prospectus or any amendment or supplement thereto, any Issuer Free Writing Prospectus and any Marketing Materials, in light of the circumstances under which they were made), not misleading, (ii) in whole or in part, any inaccuracy in the representations and warranties of the Company contained herein, or (iii) in whole or in part, any failure of the Company to perform its obligations hereunder or under law, and will reimburse such Underwriter for any legal or other expenses reasonably incurred by it in connection with evaluating, investigating or defending against such loss, claim, damage, liability or action; *provided, however*, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage, liability or action (or any legal or other expense reasonably incurred in connection with the evaluation, investigation or defense thereof) arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the

Registration Statement, the Time of Sale Disclosure Package, the Final Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus or any Marketing Materials, in reliance upon and in conformity with written information furnished to the Company through the Representative by or on behalf of any Underwriter specifically for use in the preparation thereof.

(b) Each Underwriter, severally and not jointly, will indemnify and hold harmless the Company, its affiliates, directors, officers and employees, and each person, if any, who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any losses, claims, damages or liabilities to which the Company or such person may become subject, under the Securities Act or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of such Underwriter), insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Time of Sale Disclosure Package, the Final Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus or any Marketing Materials, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, (with respect to the Time of Sale Disclosure Package, the Final Prospectus or any amendment or supplement thereto, any Issuer Free Writing Prospectus and any Marketing Materials, in light of the circumstances under which they were made), not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, the Time of Sale Disclosure Package, the Final Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus or any Marketing Materials, in reliance upon and in conformity with written information furnished to the Company through the Representative by or on behalf of such Underwriter specifically for use in the preparation thereof, and will reimburse the Company for any legal or other expenses reasonably incurred by the Company in connection with evaluating, investigation or defending against any such loss, claim, damage, liability or action.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the failure to notify the indemnifying party shall not relieve the indemnifying party from any liability that it may have to any indemnified party except to the extent such indemnifying party has been materially prejudiced by such failure. In case any such action shall be brought against any indemnified party, and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate in, and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party, and after notice from the indemnifying party to such indemnified party of the indemnifying party's election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof; *provided*, *however*, that if (i) the indemnified party has reasonably concluded (based on the advice of counsel) that there may be legal defenses available to it or other indemnified parties that are different from or in addition to those available to the indemnifying

party, (ii) a conflict or potential conflict exists (based on the reasonable advice of counsel to the indemnified party) between the indemnified party and the indemnifying party (in which case the indemnifying party will not have the right to direct the defense of such action on behalf of the indemnified party), or (iii) the indemnifying party has not in fact employed counsel reasonably satisfactory to the indemnified party to assume the defense of such action within a reasonable time after receiving notice of the commencement of the action, the indemnified party shall have the right to employ a single counsel to represent it in any claim in respect of which indemnity may be sought under subsection (a) or (b) of this Section 8, in which event the reasonable and documented fees and expenses of such separate counsel shall be borne by the indemnifying party or parties and reimbursed to the indemnified party as incurred within 60 days after presenting a statement for the same to the Company, it being understood, however, that the indemnifying party shall not be liable for the expenses of more than one separate counsel (plus local counsel).

The indemnifying party under this Section 8 shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party against any loss, claim, damage, liability or expense by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement, compromise or consent to the entry of judgment in any pending or threatened action, suit or proceeding in respect of which any indemnified party is a party or could be named and indemnity was or would be sought hereunder by such indemnified party, unless such settlement, compromise or consent (a) includes an unconditional release of such indemnified party from all liability for claims that are the subject matter of such action, suit or proceeding and (b) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) If the indemnification provided for in this Section 8 is unavailable or insufficient to hold harmless an indemnified party under subsection (a) or (b) above, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities referred to in subsection (a) or (b) above, (i) in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and the Underwriters, on the other hand, from the Offering of the Shares or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company, on the one hand, and the Underwriters, on the other hand, in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company, on the one hand, and the Underwriters, on the other hand, shall be deemed to be in the same proportion as the total net proceeds from the Offering (before deducting expenses) received by the Company, and the total underwriting discounts and commissions received by the Underwriters, in each case as set forth on the cover page of the Final Prospectus. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by or on behalf of the Underwriters and the parties' relevant intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contributions pursuant to this subsection (d) were to be determined by pro

rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in the first sentence of this subsection (d). The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending against any action or claim that is the subject of this subsection (d). Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount of such Underwriter's discounts and commissions actually received by the Underwriter from the Offering of the Shares. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

(e) The obligations of the Company under this Section 8 shall be in addition to any liability that the Company may otherwise have and the benefits of such obligations shall extend, upon the same terms and conditions, to each person, if any, who controls any Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act; and the obligations of each Underwriter under this Section 8 shall be in addition to any liability that such Underwriter may otherwise have and the benefits of such obligations shall extend, upon the same terms and conditions, to the Company, and its officers, directors and each person who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act.

(f) For purposes of this Agreement, each Underwriter confirms, and the Company acknowledges, that there is no information concerning any Underwriter furnished in writing to the Company by or on behalf of such Underwriter specifically for preparation of or inclusion in the Registration Statement, the Time of Sale Disclosure Package, the Final Prospectus or any Issuer Free Writing Prospectus, other than as set forth in the last paragraph on the cover page of the Prospectus, the marketing and legal names of the Underwriters, the statements regarding such Underwriter set forth in the "Underwriting" section of the Final Prospectus and the Prospectus included in the Time of Sale Disclosure Package, only insofar as such statements relate to the amount of selling concession re-allowance or to over-allotment, stabilization and related activities that may be undertaken by the Underwriters.

9. Representations and Agreements to Survive Delivery. All representations, warranties, and agreements herein or in certificates delivered pursuant hereto including, but not limited to, the agreements of the Underwriters and the Company contained in Section 8 hereof, shall remain operative and in full force and effect regardless of any investigation made by or on behalf of any Underwriter or any controlling person thereof, or the Company or any of its officers, directors, or controlling persons, and shall survive delivery of, and payment for, the Shares hereunder.

10. Termination of this Agreement.

(a) The Representative shall have the right to terminate this Agreement by giving notice to the Company as hereinafter specified at any time at or prior to the Closing Date, if (i) trading in the Company's Common Stock shall have been suspended by the Commission or the Nasdaq Capital Market or trading in securities generally on the Nasdaq Global Market, New

York Stock Exchange or NYSE Amex shall have been suspended, (ii) minimum or maximum prices for trading shall have been fixed, or maximum ranges for prices for securities shall have been required, on the Nasdaq Global Market, New York Stock Exchange or NYSE Amex, by such exchange or by order of the Commission or any other governmental authority having jurisdiction, (iii) a banking moratorium shall have been declared by federal or New York state authorities, (iv) there shall have occurred any attack on, outbreak or escalation of hostilities or act of terrorism involving the United States, any declaration by the United States of a national emergency or war, any substantial change in financial markets, any substantial change or development involving a prospective substantial change in United States or international political, financial or economic conditions or any other calamity or crisis, or (v) the Company suffers any loss by strike, fire, flood, earthquake, accident or other calamity, whether or not covered by insurance, the effect of which, in each case described in this subsection (a), in the Representative's reasonable judgment is material and adverse and makes it impractical or inadvisable to proceed with the completion of the sale of and payment for the Shares. Any such termination shall be without liability of any party to any other party except that the provisions of Section 8 hereof shall at all times be effective and shall survive such termination.

(b) If the Representative elects to terminate this Agreement as provided in this Section, the Company shall be notified promptly by the Representative by telephone, confirmed by letter.

11. Notices. Except as otherwise provided herein, all communications hereunder shall be in writing and, if to the Underwriters, shall be mailed or delivered to Roth Capital Partners, LLC, 888 San Clemente Drive, Newport Beach, CA, Attention: Managing Director, with a copy to Goodwin Procter LLP, 620 Eighth Ave., New York NY 10018, Attention: Michael D. Maline, Esq., telecopy number: (212) 355-3333; and if to the Company, shall be mailed or delivered to it at Revolution Lighting Technologies, Inc., 177 Broad Street, 12th Floor, Stamford, CT 06901 Attention: Robert V. LaPenta, with a copy to Lowenstein Sandler, 1251 Avenue of the Americas, New York, NY 10020, Attention: Marita A. Makinen, Esq.; or in each case to such other address as the person to be notified may have requested in writing. Any party to this Agreement may change such address for notices by sending to the parties to this Agreement written notice of a new address for such purpose.

12. Persons Entitled to Benefit of Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns and, with respect to Section 8, the controlling persons, officers and directors referred to in Section 8. Nothing in this Agreement is intended or shall be construed to give to any other person, firm or corporation any legal or equitable remedy or claim under or in respect of this Agreement or any provision herein contained. The term "successors and assigns" as herein used shall not include any purchaser, as such purchaser, of any of the Shares from the Underwriters.

13. Absence of Fiduciary Relationship. The Company acknowledges and agrees that: (a) each Underwriter has been retained solely to act as an underwriter in connection with the sale of the Shares and that no fiduciary, advisory or agency relationship between the Company and any Underwriter has been created in respect of any of the transactions contemplated by this Agreement, irrespective of whether any Underwriter has advised or is advising the Company on other matters; (b) the price and other terms of the Shares set forth in this Agreement were

established by the Company following discussions and arms-length negotiations with the Underwriters and the Company is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated by this Agreement; (c) it has been advised that the Underwriters and their affiliates are engaged in a broad range of transactions that may involve interests that differ from those of the Company and that no Underwriter has any obligation to disclose such interest and transactions to the Company by virtue of any fiduciary, advisory or agency relationship; (d) it has been advised that each Underwriter is acting, in respect of the transactions contemplated by this Agreement, solely for the benefit of such Underwriter, and not on behalf of the Company.

14. No Limitations. Nothing in this Agreement shall be construed to limit the ability of any Underwriter or its affiliates to (a) trade in the Company's or any other company's securities or publish research on the Company or any other company, subject to applicable law, or (b) pursue or engage in investment banking, financial advisory or other business relationships with entities that may be engaged in or contemplate engaging in, or acquiring or disposing of, businesses that are similar to or competitive with the business of the Company.

15. Entire Agreement. This Agreement represents the entire agreement of the parties and supersedes all prior or contemporaneous written or oral agreements between them concerning the offer and sale of the Shares.

16. Amendments and Waivers. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. The failure of a party to exercise any right or remedy shall not be deemed or constitute a waiver of such right or remedy in the future. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver be deemed or constitute a continuing waiver unless otherwise expressly provided.

17. Partial Unenforceability. The invalidity or unenforceability of any section, paragraph, clause or provision of this Agreement shall not affect the validity or enforceability of any other section, paragraph, clause or provision.

18. Authority of Representative. In connection with this Agreement, the Representative will act for and on behalf of the several Underwriters, and any action taken under this Agreement by the Representative will be binding on all the Underwriters.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

20. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission and electronic mail attaching a portable document file (.pdf)) in one or more counterparts and, if executed and delivered in more than one counterpart, the executed counterparts shall each be deemed to be an original and all such counterparts shall together constitute one and the same instrument.

Please sign and return to the Company the enclosed duplicates of this letter whereupon this letter will become a binding agreement between the Company and the Underwriters in accordance with its terms.

Very truly yours,

REVOLUTION LIGHTING TECHNOLOGIES, INC.

By: /s/ Robert LaPenta
Name: Robert LaPenta
Title: Chief Executive Officer and Chairman

Confirmed as of the date first above- mentioned by the Representative, acting on its own behalf and as Representative of the several Underwriters referred to in the foregoing agreement.

ROTH CAPITAL PARTNERS, LLC

By: /s/ Aaron M. Gurewitz
Name: Aaron M. Gurewitz
Title: Head of Equity Capital Markets

SCHEDULE I

Schedule of Underwriters

Underwriter	Number of Underwritten Shares to be Purchased
Roth Capital Partners, LLC	6,400,000
Craig-Hallum Capital Group LLC	1,600,000
Total	8,000,000

SCHEDULE II

Issuer Free Writing Prospectus

None.

SCHEDULE III

Issuer:	Revolution Lighting Technologies
Symbol:	RVLT
Security:	Common stock, par value $0.001 per share
Size:	8,000,000 shares of common stock
Over-allotment option:	1,200,000 additional shares of common stock
Public offering price:	$1.25 per share
Underwriting discounts and commissions:	$0.0875 per share
Net proceeds (excluding the over-allotment):	$9,300,000 (after deducting the underwriter's discounts and commissions payable by the Company)
Trade date:	November 25, 2014
Settlement date:	December 1, 2014
Underwriters:	Roth Capital Partners, LLC; Craig-Hallum Capital Group LLC

SCHEDULE IV

Company Opinion

SCHEDULE V

Individuals Subject to Lockups

Robert V. LaPenta
Charles J. Schafer
James A. DePalma
Robert V. LaPenta, Jr.
Robert A. Basil, Jr.
William D. Ingram
Stephen G. Virtue
Dennis McCarthy

EXHIBIT A

Form Lock-up Agreement

November , 2014

Roth Capital Partners, LLC
888 San Clemente Drive
Newport Beach, California 92660

Ladies and Gentlemen:

The undersigned understands that Roth Capital Partners, LLC ("Roth") proposes to enter into an Underwriting Agreement (the "Underwriting Agreement") with Revolution Lighting Technologies, Inc., a Delaware corporation (the "Company") providing for the public offering (the "Public Offering") of shares of the Company's common stock, par value $0.001 per share (the "Common Stock").

To induce Roth to continue its efforts in connection with the Public Offering, the undersigned hereby agrees that, without the prior written consent of Roth, it will not, during the period commencing on the date hereof and ending 90 days after the date of the final prospectus supplement relating to the Public Offering (the "Prospectus") (the "Lock-Up Period"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock, or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise. The foregoing sentence shall not apply to (a) transactions relating to shares of Common Stock or other securities acquired in open market transactions after the completion of the Public Offering, *provided* that no filing under Section 16(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") shall be required or shall be voluntarily made during the Lock-Up Period in connection with subsequent sales of Common Stock or other securities acquired in such open market transactions, (b) transfers of shares of Common Stock or any security convertible into Common Stock as a bona fide gift, by will or intestacy or to a family member or trust for the benefit of a family member; *provided* that in the case of any transfer or distribution pursuant to clause (b), (i) each donee or distributee shall sign and deliver a lock-up letter substantially in the form of this letter and (ii) if the undersigned is required to file a report under Section 16(a) of the Exchange Act, reporting a reduction in beneficial ownership of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock during the Lock-Up Period, the undersigned shall include a statement in such report to the effect that such transfer is being made as a gift, by will or intestate succession, as applicable, or (c) transfers upon a vesting event of the Company's securities or upon the exercise of options or warrants to purchase the Company's securities, in each case on a "cashless" or "net exercise" basis or to cover tax withholding obligations of the undersigned in connection with such vesting

or exercise, provided that any related filing under Section 16(a) of the Exchange Act reporting a disposition of shares of Common Stock made in connection with such vesting or exercise shall contain a description of the transaction and indicate that the disposition was made as part of such vesting or exercise or to cover tax withholding obligations in connection therewith, (d) transfers pursuant to a written plan meeting the requirements of Rule 10b5-1 under the Exchange Act established prior to the date hereof, (e) transfers to an entity directly or wholly owned by the undersigned, (f) pledges of the Company's securities as collateral for a loan from a bank or other financial institution, subject to such lender agreeing in writing to be similarly bound by this agreement for the remainder of the Lock-Up Period, (g) transfers to a third party pursuant to the acquisition of 100% of the voting stock of the Company by such third party or (h) transfers that occur by operation of law, such as pursuant to a qualified domestic order or in connection with a divorce settlement. In addition, the undersigned agrees that, without the prior written consent of Roth, it will not, during the period commencing on the date hereof and ending 90 days after the date of the Prospectus, make any demand for or exercise any right with respect to, the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's shares of Common Stock except in compliance with the foregoing restrictions.

If (i) the Company issues an earnings release or material news, or a material event relating to the Company occurs, during the last 17 days of the Lock-Up Period, or (ii) prior to the expiration of the Lock-Up Period, the Company announces that it will release earnings results during the 16-day period beginning on the last day of the Lock-Up Period, the restrictions imposed by this agreement shall continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event, unless Roth waives such extension; provided, however, that this sentence shall not apply if (A) the Company meets the applicable requirements of Rule 139(a)(1) under the Securities Act in the manner contemplated by NASD Conduct Rule 2711(f)(4), (B) the Company's securities are "actively traded" as defined in Rule 101(c)(1) of Regulation M of the Exchange Act and (C) the provisions of NASD Conduct Rule 2711(f)(4) do not restrict the publication or distribution, by Roth, of any research reports relating to the Company during the 15 days before or after the last day of the Lock-up Period (before giving effect to such extension).

No provision in this agreement shall be deemed to restrict or prohibit the exercise or exchange by the undersigned of any option or warrant to acquire shares of Common Stock, or securities exchangeable or exercisable for or convertible into Common Stock, *provided that* the undersigned does not transfer the Common Stock acquired on such exercise or exchange during the Lock-Up Period, unless otherwise permitted pursuant to the terms of this agreement. In addition, no provision herein shall be deemed to restrict or prohibit the entry into or modification of a written plan meeting the requirements of Rule 10b5-1 under the Exchange Act at any time (other than the entry into or modification of such a plan in such a manner as to cause the sale of any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock within the Lock-Up Period).

The undersigned understands that the Company and Roth are relying upon this agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

The undersigned understands that, if (i) the Underwriting Agreement is not executed by December 21, 2014, (ii) the Company notifies Roth in writing that it does not intend to proceed with the Public Offering or (iii) the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Common Stock to be sold thereunder, the undersigned shall be released from all obligations under this letter agreement.

Whether or not the Public Offering actually occurs depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation between the Company and Roth.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Very truly yours,

_____

(Name)

_____

(Address)

Exhibit 5.1

Lowenstein Sandler LLP

November 25, 2014

Revolution Lighting Technologies, Inc.
177 Broad Street
Stamford, Connecticut 06901

Ladies and Gentlemen:

We have acted as counsel to Revolution Lighting Technologies, Inc., a Delaware corporation (the "**Company**"), in connection with (i) the preparation and filing of the Registration Statement on Form S-3 (Registration No. 333-199510) (the "**Registration Statement**") filed with the Securities and Exchange Commission (the "**Commission**") under the Securities Act of 1933, as amended (the "**Securities Act**"), and the related prospectus contained therein (the "**Base Prospectus**") and (ii) the preparation and filing of the prospectus supplement, dated November 25, 2014 (the "**Prospectus Supplement**") relating to the issuance and sale by the Company of up to 9,200,000 shares of common stock, par value $0.001 per share (the "**Common Stock**") of the Company (the "**Shares**") (including 1,200,000 shares of Common Stock issuable by the Company upon exercise of an over-allotment option granted by the Company to the underwriters).

The Shares are to be issued and sold by the Company pursuant to the Underwriting Agreement, dated as of November 25, 2014 (the "**Underwriting Agreement**"), among the Company and Roth Capital Partners, LLC, as representative of the several underwriters named therein, the form of which is being filed with the Commission as Exhibit 1.1 to the Company's Current Report on Form 8-K, filed on the date hereof.

In connection with this opinion, we have (i) investigated such questions of law, (ii) examined originals or certified, conformed or reproduction copies of such agreements, instruments, documents and records of the Company, such certificates of public officials and such other documents and (iii) received such information from officers and representatives of the Company as we have deemed necessary or appropriate for the purposes of this opinion.

In all such examinations, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of original and certified documents and the conformity to original or certified documents of all copies submitted to us as conformed or reproduction copies. As to various questions of fact relevant to the opinion expressed herein, we have relied upon, and assume the accuracy of, the representations and warranties set forth in the Underwriting Agreement, and certificates and oral or written statements and other information of or from public officials and officers and representatives of the Company.

Based upon the foregoing and subject to the limitations, qualifications and assumptions set forth herein, we are of the opinion that the Shares have been duly authorized for issuance, and when issued and paid for in accordance with the terms and conditions of the Underwriting Agreement, the Shares will be validly issued, fully paid and non-assessable.

The opinion expressed herein is limited to the applicable provisions of the General Corporation Law of the State of Delaware (the "**DGCL**"), as currently in effect, and reported judicial decisions interpreting such provisions of the DGCL.

The opinion expressed herein is limited to the matters stated herein and no opinion is implied or may be inferred beyond the matters expressly stated herein. We undertake no obligation to supplement this letter if any applicable laws change after the date hereof or if we become aware of any facts that might change the opinion expressed herein after that date or for any other reason.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Current Report on Form 8-K filed by the Company on the date hereof and which is incorporated by reference into the Registration Statement and to the references to this firm under the caption "Legal Matters" in the Prospectus Supplement. In giving these consents, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ Lowenstein Sandler LLP

Lowenstein Sandler LLP

Exhibit 10.1

EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT (this "***Agreement***"), dated as of November 25, 2014 (the "***Effective Date***"), is entered into by and among Revolution Lighting Technologies, Inc., a Delaware corporation (the "***Company***") and RVL 1 LLC, a Delaware limited liability company (the "***Holder***").

RECITALS

WHEREAS, the Company has agreed to issue and sell up to 8,000,000 shares, plus an over-allotment option to the underwriters of up to 1,200,000 shares (collectively, the "***Issuance Shares***") of the Common Stock, par value $0.001 per share, of the Company (the "***Common Stock***") in an underwritten public offering (the "***Common Stock Offering***") pursuant to the Underwriting Agreement, dated as of the date hereof, between the Company and Roth Capital Partners, LLC (the "***Underwriting Agreement***");

WHEREAS, the Company has filed with the Secretary of State of Delaware (i) a Certificate of Designations, Preferences and Rights of the Series B Convertible Preferred Stock (the "***Series B Certificate of Designations***"), (ii) a Certificate of Designations, Preferences and Rights of the Series C Senior Convertible Preferred Stock (the "***Series C Certificate of Designations***"), (iii) a Certificate of Designations, Preferences and Rights of the Series E Senior Convertible Redeemable Preferred Stock (the "***Series E Certificate of Designations***") and (iv) a Certificate of Designations, Preferences and Rights of the Series G Senior Convertible Redeemable Preferred Stock (the "***Series G Certificate of Designations***");

WHEREAS, the Holder holds (i) 2 shares (the "***Series B Preferred Shares***") of Series B Convertible Preferred Stock, par value $0.001 per share, of the Company (the "***Series B Preferred Stock***"), which represent all of the issued and outstanding shares of Series B Preferred Stock of the Company, (ii) 10,224 shares (the "***Series C Preferred Shares***") of the Series C Senior Convertible Preferred Stock, par value $0.001 per share, of the Company (the "***Series C Preferred Stock***"), which represent all of the issued and outstanding shares of Series C Preferred Stock of the Company, (iii) 5,000 shares (the "***Series E Preferred Shares***") of the Series E Convertible Redeemable Preferred Stock, par value $0.001 per share, of the Company (the "***Series E Preferred Stock***"), which represent all of the issued and outstanding shares of Series E Preferred Stock of the Company, and (iv) 18,000 shares (the "***Series G Preferred Shares***") of Series G Senior Convertible Redeemable Preferred Stock, par value $0.001 per share, of the Company (the "***Series G Preferred Stock***"), which represent all of the issued and outstanding shares of Series G Preferred Stock of the Company;

WHEREAS, the Company has received the appraisal, dated as of November 21, 2014, of Cherry Bekaert LLP, as an independent fair value measurement advisor, which estimates the "fair value" pursuant to Accounting Standards Codification (ASC) 820 of the Series B Preferred Shares, the Series C Preferred Shares, the Series E Preferred Shares and the Series G Preferred Shares, in the aggregate, to be $59,882,251, as of the date of such appraisal;

WHEREAS, in exchange for the issuance to the Holder of certain additional shares of Common Stock (the "***Additional Shares***"), the Holder has agreed, in connection with the

Common Stock Offering, to (i) convert all outstanding Series B Preferred Shares in accordance with the provisions of the Series B Certificate of Designations (the "***Series B Conversion***") into the number of shares of Common Stock (the "***Series B Conversion Shares***") specified in the conversion notice for the Series B Preferred Shares (the "***Series B Conversion Notice***"), (ii) convert all outstanding Series C Preferred Shares, plus any accrued and unpaid dividends thereon, in accordance with the provisions of the Series C Certificate of Designations (the "***Series C Conversion***") into the number of shares of Common Stock (the "***Series C Conversion Shares***") specified in the conversion notice for the Series C Preferred Shares (the "***Series C Conversion Notice***"), (iii) convert all outstanding Series E Preferred Shares, plus any accrued and unpaid dividends thereon, in accordance with the provisions of the Series E Certificate of Designations (the "***Series E Conversion***") into the number of shares of Common Stock (the "***Series E Conversion Shares***") specified in the conversion notice for the Series E Preferred Shares (the "***Series E Conversion Notice***") and (iv) convert all of the Series G Preferred Shares, plus any accrued and unpaid dividends thereon, in accordance with the provisions of the Series G Certificate of Designations (the "***Series G Conversion***" and, collectively with the Series B Conversion, the Series C Conversion and the Series E Conversion, the "***Preferred Share Conversion***") into the number of shares of Common Stock (the "***Series G Conversion Shares***" and, collectively with the Series B Conversion Shares, the Series C Conversion Shares and the Series E Conversion Shares, the "***Conversion Shares***"; the Conversion Shares and the Additional Shares are referred to collectively herein as the "***Exchange Shares***") specified in the conversion notice for the Series G Preferred Shares (the "***Series G Conversion Notice***" and, collectively with the Series B Conversion Notice, the Series C Conversion Notice and the Series E Conversion Notice, the "***Conversion Notices***"); and

WHEREAS, the Holder and the Company have agreed that the aggregate number of Exchange Shares to be issued pursuant to this Agreement will be 36,300,171, with the allocation of that amount among the Additional Shares, the Series B Conversion Shares, the Series C Conversion Shares, the Series E Conversion Shares and the Series G Conversion Shares to be determined according to the amounts specified in the final Conversion Notices.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and subject to and on the terms and conditions set forth herein, the parties hereto hereby agree as follows:

Section 1. Conversion Notices. At or prior to the Exchange Time (as defined below), the Holder shall deliver to the Company the Conversion Notices relating to the Preferred Share Conversion, duly executed by the Holder, in each case substantially in the form attached hereto as ***Exhibit A***, and the Company hereby agrees to consummate the Preferred Share Conversion as specified therein.

Section 2. Preferred Share Exchange.

(a) Subject to the satisfaction of the conditions set forth herein, effective immediately prior to the delivery of the Issuance Shares pursuant to Section 4(a) of the Underwriting Agreement on the Closing Date, as defined in the Underwriting Agreement (the "***Exchange Time***") the Company shall issue and deliver to the Holder one or more stock certificates representing all of the Exchange Shares, in each case registered in the name of the

Holder and bearing the legend specified in ***Section 5(e)***, and (ii) the Holder shall deliver to the Company stock powers duly endorsed in blank and original stock certificates with respect to each of the Series B Preferred Shares, the Series C Preferred Shares, the Series E Preferred Shares and the Series G Preferred Shares.

(b) The parties acknowledge that the Exchange Shares shall be issued to the Holder in satisfaction and exchange for all rights, title, interest and claims of the Holder in and pursuant to the Series B Preferred Shares, the Series C Preferred Shares, the Series E Preferred Shares and the Series G Preferred Shares, as the case may be, including in each case accrued and unpaid dividends thereon, without the payment of any additional consideration.

Section 3. Hold Harmless Agreement. As previously disclosed by the Company, an affiliate of the Holder, Aston Capital, LLC, a Delaware limited liability company ("***Aston***") provided approximately $9.9 million in financing in 2013 to a group of the Company's customers under the same ownership as each other who used the proceeds for the purchase of Company products. The Holder and Aston wish to reconfirm their agreement and understanding that (a) the Company has no obligations to Aston with respect to the financing arrangements between the customer and Aston, (b) neither the Company nor its Subsidiaries shall be liable, responsible or accountable in damages or otherwise to the Holder, Aston or their respective affiliates for any action taken or omitted to be taken by any of them in connection with such financing or purchase transaction, and (c) the Holder and Aston shall jointly and severally indemnify the Company and its Subsidiaries for any and all loss, liability, damage, claim or expense whatsoever, in each case incurred in connection with or as a result of such financing or purchase transaction, except the Company's obligations to the customer in respect of its standard warranty on the products sold.

Section 4. Representations and Warranties of the Company. The Company hereby represents and warrants to, and covenants with the Holder as follows:

(a) *Organization and Qualification*. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and the Company is qualified to do business as a foreign corporation in each jurisdiction in which such qualification is required, except where failure to be so qualified would not reasonably be expected to result in a Material Adverse Effect (as defined below). Each Subsidiary (as defined below) is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation and is qualified to do business as a foreign entity in each jurisdiction in which such qualification is required, except where failure to be so qualified would not reasonably be expected to result in a Material Adverse Effect. For purposes of this Agreement, the term "***Material Adverse Effect***" means: (a) a material adverse effect on the condition (financial or otherwise), properties, assets (including intangible assets), business, operations or results of operations of the Company and the Subsidiaries, taken as a whole, or (b) a material adverse effect on the ability of the Company to perform its obligations under this Agreement. ***Schedule 4(a)*** sets forth each direct or indirect subsidiary of the Company (each a "***Subsidiary***" and collectively, the "***Subsidiaries***").

(b) Authorized Capital Stock. As of the date hereof and prior to the consummation of the Common Stock Offering, the Preferred Share Conversion and the issuance

of the Additional Shares contemplated hereby, the authorized capital stock of the Company consists of (i) 150,000,000 shares of Common Stock, of which 85,494,207 shares are issued and outstanding, and (ii) 5,000,000 shares of preferred stock, par value $0.001 per share, of which (A) 1,000,000 have been designated Series B Preferred Stock, 2 shares of which are issued and outstanding, (B) 25,000 have been designated Series C Preferred Stock, 10,224 shares of which are issued and outstanding, (C) 10,000 have been designated Series E Preferred Stock, 5,000 shares of which are issued and outstanding and (D) 36,000 have been designated Series G Preferred Stock, 18,000 shares of which are issued and outstanding. Except as set forth on ***Schedule 4(b)***, the Company has not issued any shares since October 17, 2014, other than pursuant to employee or director equity incentive plans or purchase plans approved by the Board of Directors of the Company (the "***Board***") and upon the exercise or conversion of options, warrants and preferred stock outstanding on such date. The issued and outstanding shares of the Common Stock of the Company have been duly authorized and validly issued, are fully paid and nonassessable, have been issued in compliance with all federal and state securities laws and were not issued in violation of or subject to any preemptive rights or other rights to subscribe for or purchase securities. Except as set forth in ***Schedule 4(b)*** or as contemplated by this Agreement, the Company does not have outstanding any options to purchase, or any preemptive rights or other rights to subscribe for or to purchase, any securities or obligations convertible into, or any agreements or commitments to issue or sell, shares of capital stock or other securities of the Company and there are no agreements or commitments obligating the Company to repurchase, redeem, or otherwise acquire capital stock or other securities of the Company. Except as set forth in ***Schedule 4(b)*** or as contemplated by this Agreement, there are no agreements to which the Company is a party or by which it is bound with respect to the voting (including without limitation voting trusts or proxies), registration under the Securities Act of 1933, as amended (the "***Securities Act***"), or sale or transfer (including without limitation agreements relating to pre-emptive rights, rights of first refusal, rights of first offer, buy-sell rights, co-sale rights or "drag-along" rights) of any securities of the Company. With respect to each Subsidiary, (i) the Company directly or indirectly owns 100% of each such Subsidiary's capital stock, (ii) all the issued and outstanding shares of each such Subsidiary's capital stock have been duly authorized and validly issued, are fully paid and nonassessable, have been issued in compliance with applicable federal and state securities laws, and were not issued in violation of or subject to any preemptive rights or other rights to subscribe for or purchase securities, (iii) there are no outstanding options to purchase, or any preemptive rights or other rights to subscribe for or to purchase, any securities or obligations convertible into, or any contracts or commitments to issue or sell, shares of any Subsidiary's capital stock, and (iv) there are no agreements or commitments obligating any Subsidiary to repurchase, redeem, or otherwise acquire capital stock or other securities of the Company or any such Subsidiary. The Company does not directly or indirectly own, or have a right to acquire, any equity or similar interest in, or any interest convertible or exchangeable or exercisable for, any equity or similar interest in, any Person, other than the Subsidiaries. For purposes of this Agreement, the term "***Person***" shall mean any individual, partnership, company, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or agency or political subdivision thereof, or other entity.

(c) Issuance, Sale and Delivery of the Shares. When issued, delivered and paid for in accordance with the terms hereof, the Exchange Shares will be duly authorized, validly issued, fully paid and nonassessable and shall be free and clear of all liens, claims,

encumbrances and restrictions, except as imposed by applicable securities laws. No further approval or authorization of the Board will be required for the issuance and sale of the Exchange Shares to be sold by the Company pursuant to the terms hereof.

(d) Due Execution, Delivery and Performance of Agreement. The Company has full legal right, corporate power and authority to authorize, execute and deliver this Agreement, perform its obligations hereunder and consummate the transactions contemplated hereby. The execution and delivery of this agreement, the performance of the Company's obligations hereunder and the consummation of the transactions contemplated hereby have been duly authorized by the Company. The execution and performance of this Agreement by the Company and the consummation of the transactions contemplated hereby will not (i) violate any provision of the organizational documents of the Company, (ii) result in the creation of any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, restriction, adverse claim, interference or right of third party of any nature upon any material assets of the Company pursuant to the terms or provisions of, or will not conflict with, result in the breach or violation of, or constitute, either by itself or upon notice or the passage of time or both, a default under, any material agreement, commitment, undertaking, mortgage, deed of trust, lease, franchise, license, indenture, permit or other instrument of any nature to which the Company or any Subsidiary is a party or by which the Company or its properties, or any Subsidiary or any Subsidiary's properties, may be bound or affected, or (iii) violate any statute or any authorization, judgment, decree, order, rule or regulation of any court or any regulatory body, administrative agency or other governmental or quasi-governmental body applicable to the Company or any Subsidiary or any of their respective properties. No consent, approval, authorization, order, filing with, or action by or in respect of any court, regulatory body, administrative agency or other governmental or quasi-governmental body is required for the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, other than such as have been made or obtained. Upon the execution and delivery of this Agreement, and assuming the valid execution thereof by the Holder, this Agreement will constitute the valid and binding obligations of the Company, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' and contracting parties' rights generally and except as enforceability may be subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(e) Board Approval. The Board has duly delegated the approval of this Agreement and the consummation of the transactions contemplated hereby (including the issuance of the Exchange Shares) to the Audit Committee of the Board (the "***Audit Committee***"). The Audit Committee has, as of the date of this Agreement, at a meeting duly called and held, duly adopted resolutions to approve this Agreement and the consummation of the transactions contemplated hereby (including the issuance of the Exchange Shares).

(f) Valid Offering. Assuming the representations and warranties of the Holder contained herein are true and complete, the offer, conversion, exchange, and issuance of the Exchange Shares will be exempt from the registration requirements of the Securities Act and will have been registered or qualified (or are exempt from registration and qualification) under the registration or qualification requirements of all applicable state securities laws. Neither the Company nor any Person acting on its behalf will knowingly take any action that would cause the loss of any such exemption.

(g) Litigation. There are no judicial, administrative, arbitral or mediation-related actions, suits, proceedings (public or private) or claims or proceedings by or before any regulatory body, agency, court, tribunal or governmental or quasi-governmental entity, foreign or domestic ("***Governmental Entity***") pending or, to the knowledge of the Company, threatened that are reasonably likely to prohibit or restrain the ability of the Company to enter into this Agreement or consummate the transactions contemplated hereby.

(h) SEC Filings; Financial Statements.

(i) The Company has filed all forms, reports and documents required to be filed with the Securities and Exchange Commission (the "***SEC***") since January 1, 2012 , all of which are available to the Holder on the website maintained by the SEC at http://www.sec.gov/ (the "***SEC Website***"). All such required forms, reports and documents (including those that the Company may file subsequent to the date hereof) are referred to herein collectively as the "***Company SEC Reports.***" In addition, all documents filed as exhibits to the Company SEC Reports ("***Exhibits***") are available on the SEC Website. All documents required to be filed as Exhibits to the Company SEC Reports have been so filed. As of their respective filing dates, the Company SEC Reports (i) complied in all material respects with the requirements of the Securities Act or the Securities and Exchange Act of 1934, as amended (the "***Exchange Act***"), as the case may be, and the rules and regulations of the SEC thereunder applicable to such Company SEC Reports, and (ii) did not at the time they were filed (or if amended or superseded by a subsequent filing prior to the date of this Agreement, then on the date of such subsequent filing) contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Company is engaged only in the business described in the Company SEC Reports and the Company SEC Reports contain a complete and accurate description in all material respects of the Company's and the Subsidiaries' business.

(ii) Each of the consolidated financial statements (including, in each case, any related notes thereto) contained in the Company SEC Reports (the "***Company Financials***") (i) complied as to form in all material respects with applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto as of their respective dates, (ii) was prepared in accordance with generally accepted accounting principles in the United States ("***GAAP***") applied on a consistent basis throughout the periods involved and consistent with each other (except as may be indicated in the notes thereto or, in the case of unaudited interim financial statements, as may be permitted by the SEC on Form 10-Q under the Exchange Act) and (iii) fairly presented in all material respects the consolidated financial position of the Company and the Subsidiaries' as at the respective dates thereof and the consolidated results of operations and cash flows for the periods indicated, except that the unaudited interim financial statements were or are reasonably expected to be subject to normal and recurring year-end adjustments. There has been no material change in the Company's accounting policies except as described in the notes to the Company Financials. The balance sheet of the Company contained in the Company SEC Report for the quarter ended September 30,

2014, is hereinafter referred to as the "***Company Balance Sheet***." Neither the Company nor any Subsidiary has incurred any obligations or liabilities (absolute, accrued, contingent or otherwise) of any nature required to be disclosed on a balance sheet or in the related notes to the consolidated financial statements prepared in accordance with GAAP which are, individually or in the aggregate, material to the business, operations, results of operations or condition (financial or otherwise) of the Company and the Subsidiaries taken as a whole, except liabilities (i) reflected on, reserved against, or disclosed in the notes to the Company Balance Sheet, or (ii) incurred since the date of the Company Balance Sheet in the ordinary course of business consistent with past practice.

(i) Absence of Certain Developments. Except as expressly contemplated by this Agreement or the Underwriting Agreement, since September 30, 2014 through the date hereof, (i) the Company has conducted business only in the ordinary course of its business, and (ii) there has not been any Material Adverse Effect.

(j) NASDAQ Compliance and Listing. The Common Stock is registered pursuant to Section 12(b) of the Exchange Act and is listed on the NASDAQ Capital Market. The Company has taken no action designed to, or likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act or delisting the Common Stock from the NASDAQ Capital Market. No order ceasing or suspending trading in any securities of the Company or prohibiting the Common Stock Offering or the issuance and/or sale of the Exchange Shares pursuant to this Agreement is in effect and no proceedings for such purpose are pending or threatened. The Company is in compliance with the continued listing requirements and standards of the NASDAQ Capital Market with respect to the Common Stock.

Section 5. The Holder's Representations and Warranties. The Holder hereby represents and warrants to, and covenants with, the Company as follows:

(a) Investment Representations and Covenants. The Holder is knowledgeable, sophisticated and experienced in making, and is qualified to make, decisions with respect to investments in securities including the Exchange Shares it is receiving hereunder. The Holder is acquiring the Exchange Shares in the ordinary course of its business and for its own account for investment only and with no present intention of distributing any of such Exchange Shares or any arrangement or understanding with any other persons regarding the distribution of such Exchange Shares within the meaning of Section 2(11) of the Securities Act. The Holder will not, directly or indirectly, offer, sell, pledge, transfer or otherwise dispose of (or solicit any offers to buy, purchase or otherwise acquire or take a pledge of) any of the Exchange Shares except in compliance with the Securities Act, applicable state securities laws and the respective rules and regulations promulgated thereunder. The Holder is an "accredited investor" within the meaning of Rule 501 of Regulation D promulgated under the Securities Act. The Holder understands that its acquisition of the Exchange Shares has not been registered under the Securities Act or registered or qualified under any state securities laws in reliance on specific exemptions therefrom, which exemptions may depend upon, among other things, the bona fide nature of its investment intent as expressed herein.

(b) Authorization; Validity of Agreement. The Holder has full right, power, authority and capacity to enter into this Agreement and to consummate the transactions

contemplated hereby and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. Upon the execution and delivery of this Agreement, assuming the valid execution thereof by the Company and the other parties thereto, this Agreement shall constitute valid and binding obligations of the Holder enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' and contracting parties' rights generally and except as enforceability may be subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) No Conflict. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby by the Holder will not result in any violation of, be in conflict with or constitute a default under, any law, statute, regulation, ordinance, material contract or agreement, instrument, judgment, decree or order to which the Holder is a party or by which it is bound, except as would not reasonably be expected to have a material adverse effect on the ability of the Holder to consummate the transactions contemplated hereby.

(d) No Legal, Tax or Investment Advice. The Holder understands that nothing in this Agreement, the SEC Documents or any other materials presented to the Holder in connection with the exchange for the Exchange Shares constitutes legal, tax or investment advice. The Holder has consulted such legal, tax and investment advisors as it, in its sole discretion, has deemed necessary or appropriate in connection with its exchange for the Exchange Shares. The Holder acknowledges that it has not relied on any representation or warranty from the Company or any other Person in making its investment or decision to invest in the Company, except as expressly set forth in this Agreement.

(e) Restrictive Legend. The Holder understands that, until such time as a registration statement covering the Exchange Shares has been declared effective or the Exchange Shares may be sold pursuant to Rule 144 under the Securities Act without any restriction as to the number of securities as of a particular date that can then be immediately sold, the Exchange Shares shall bear a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of the certificates for the Exchange Shares):

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THE SECURITIES MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER SAID ACT, OR AN OPINION OF COUNSEL, IN FORM, SUBSTANCE AND SCOPE REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR UNLESS SOLD PURSUANT TO RULE 144 UNDER SAID ACT."

Section 6. Covenants.

(a) General.

(i) At and from time to time after the Closing Date, at the request of any party hereto, the other parties shall execute and deliver such additional certificates, instruments, and other documents and take such other actions as such party may reasonably request in order to carry out the purposes of this Agreement.

(ii) Each party hereto shall promptly inform the other party of any communication from any Governmental Entity regarding any of the transactions contemplated by this Agreement. If any party or affiliate thereof receives a request for additional information or documentary material from any such Governmental Entity in respect of the transactions contemplated hereby, then such party will endeavor in good faith to make, or cause to be made, as soon as reasonably practicable and after consultation with the other party, an appropriate response in compliance with such request.

(b) Public Announcements. The Company and the Holder will consult with each other and will mutually agree (the agreement of each party not to be unreasonably withheld) upon the content and timing of any press release or other public statement in respect of the transactions contemplated hereby and shall not issue any such press release or make any such public statement prior to such consultation and agreement, except as may be required by applicable law.

(c) NASDAQ Matters.

(i) The Company shall comply with all requirements of the NASDAQ Capital Market with respect to the Common Stock Offering and the issuance of the Exchange Shares pursuant to this Agreement. The Company shall take all necessary actions, including without limitation (x) providing appropriate notice to the NASDAQ Capital Market with respect to the Exchange Shares in order to obtain the listing of the Exchange Shares on the NASDAQ Capital Market as soon as reasonably practicable and (y) to the extent required, compliance with NASDAQ Listing Rule 5635 and Rule 14d-2 under the Exchange Act. Following the Closing Date and for so long as the Company qualifies as a "Controlled Company" (as defined in the NASDAQ Listing Rules), the Company shall comply with such requirements of the NASDAQ Capital Market as shall permit the Company to rely on the "Controlled Company" exemption from the requirements of NASDAQ Listing Rules 5605(b), (d) and (e), including without limitation, complying with the disclosure requirements set forth in Instruction 1 to Item 407(a) of Regulation S-K of the Securities Act of 1933, as amended.

(ii) To the extent required by NASDAQ Listing Rule 5635, RVL shall execute a stockholder consent approving the Common Stock Offering and/or the issuance of the Exchange Shares pursuant to this Agreement.

Section 7. Survival. The representations and warranties contained herein or in any certificate or other writing delivered pursuant hereto or in connection herewith shall survive the Closing Date until the eighteen (18) month anniversary of the Closing Date and any investigation or finding made by or on behalf of the Holder or the Company; provided that the representations and warranties in ***Sections 4(a), (b), (c)*** and ***(d)*** shall survive indefinitely or until the latest date permitted by law. The covenants and agreements contained herein or in any certificate or other writing delivered pursuant hereto or in connection herewith shall survive the Closing Date

indefinitely or for the shorter period explicitly specified herein or therein. Notwithstanding the preceding sentences, any breach of representation, warranty, covenant or agreement in respect of which indemnity may be sought under this Agreement shall survive the time at which it would otherwise terminate pursuant to the preceding sentences, if written notice of the inaccuracy or breach thereof giving rise to such right of indemnity shall have been given to the party against whom such indemnity may be sought prior to such time.

Section 8. Closing Conditions. The respective obligations of the parties hereunder to consummate the transactions contemplated by this Agreement, including the effectiveness of the Conversion Notices and issuance of the Exchange Shares, are subject to (a) the satisfaction of the conditions specified in Section 6 of the Underwriting Agreement and (b) the receipt of the approval of the listing of the Exchange Shares on the NASDAQ Capital Market.

Section 9. Broker's Fee. Except as set forth in ***Schedule 9***, each of the parties hereto hereby represents to the other party that, on the basis of any actions and agreements by it, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for such party in connection with the transactions contemplated by this Agreement and no Person is entitled to any fee or commission or like payment in respect thereof.

Section 10. Assignment. This Agreement and the rights and obligations hereunder shall not be assigned, delegated, or otherwise transferred (whether by operation of law, by contract, or otherwise) without the prior written consent of the other parties hereto. The Company shall execute such acknowledgements of such assignments and collateral assignments in such forms as the other parties may from time to time reasonably request. Any attempted assignment, delegation, or transfer in violation of this ***Section 10*** shall be void and of no force or effect.

Section 11. Expenses. Upon the Closing Date, the Company shall pay the legal, accounting, financing and due diligence expenses incurred by the Holder in connection with such transactions contemplated hereby up to a maximum of $50,000, and (b) the legal and other costs and expenses incurred by the Company in connection with the transactions contemplated hereby will be borne by the Company.

Section 12. Notices. All notices, requests, consents and other communications hereunder shall be in writing, shall be mailed by first-class registered or certified airmail, facsimile (with receipt confirmed by telephone) or nationally recognized overnight express courier postage prepaid, and shall be deemed given when so mailed and shall be delivered as addressed as follows:

(a) if to the Company, to:

Revolution Lighting Technologies, Inc.
177 Broad Street
Stamford, CT 06901
Attention: President
Telecopy No.: (204) 504-1150

with copies to:

Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
200 South Orange Avenue, Suite 2900
Orlando, Florida 32801
Attn.: Suzan A. Abramson, Esq.
Telecopy No.: (407) 264-8243
Telephone No.: (407) 367-5436

or to such other person at such other place as the Company shall designate in writing; and

(b) if to the Holder, to:

RVL 1 LLC
177 Broad Street
Stamford, CT 06901
Attention: Robert V. LaPenta

with a copy to:

Lowenstein Sandler LLP
1251 Avenue of the Americas
New York, NY 10020
Attention: Marita A. Makinen, Esq.
Telephone No.: (212) 419-5843
Telecopy No.: (973) 535-3357

or at such other address as may have been furnished to the Company in writing.

Section 13. Changes. This Agreement may not be modified or amended except pursuant to an instrument in writing signed by each of the parties hereto.

Section 14. Headings. The headings of the various Sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be part of this Agreement.

Section 15. Severability. In case any provision contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

Section 16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other parties. The submission of a signature page transmitted by facsimile (or other electronic transmission, including pdf) shall be considered as an “original” signature page for purposes of this Agreement.

Section 17. Entire Agreement. This Agreement, the attached Exhibits and Schedules, and the other agreements, documents and instruments contemplated hereby and referenced herein contain the entire understanding of the parties, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof.

Section 18. No Strict Construction. Each of the parties hereto acknowledges that this Agreement has been prepared jointly by the parties hereto, and shall not be strictly construed against any party.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date and year first above written by the undersigned, or a duly authorized officer or representative thereof, as the case may be.

REVOLUTION LIGHTING TECHNOLOGIES, INC.

By: /s/ Charles J. Schafer
Name: Charles J. Schafer
Title: President and Chief Financial Officer

RVL 1 LLC

By: /s/ James DePalma
Name: James DePalma
Title: Managing Member

Solely for the purposes of Section 3 of this Agreement:

ASTON CAPITAL, LLC

By: /s/ James DePalma
Name: James DePalma
Title: Vice Chairman

Exhibit A
Form of Conversion Notice

RVL 1 LLC
c/o Aston Capital LLC
177 Broad Street
Stamford, CT 06901

November [ ], 2014

Revolution Lighting Technologies, Inc.
177 Broad Street
Stamford, CT 06901
Attention: Robert V. LaPenta, Chief Executive Officer

Re: Notice of Election to [(i) Receive In Kind Dividend and (ii)] Convert Series [ ] Preferred Stock

Dear Mr. LaPenta:

Reference is hereby made to that certain Certificate of Designations, Preferences and Rights of the Series [ ] Preferred Stock of Revolution Lighting Technologies, Inc. (the "Corporation"), as filed with the Secretary of State for the State of Delaware on [ ] (the "Certificate of Designations"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Certificate of Designations.

[Pursuant to Section 4(a) of the Certificate of Designations, RVL 1 LLC ("RVL"), as holder of [ ] shares of Series [ ] Preferred Stock (the "RVL Shares"), hereby elects to be paid the Series [ ] Dividend, as accrued but unpaid through November 21, 2014, in kind through the issuance of [ ] shares of Series [ ] Preferred Stock (the "PIK Dividend"), calculated in accordance with the Certificate of Designations.]

Pursuant to Section 7(a) of the Certificate of Designations, RVL hereby elects to convert [ ] shares of Series [ ] Preferred Stock held by RVL[, equivalent to the RVL Shares plus the PIK Dividend,] into [ ] fully paid and nonassessable shares of Common Stock (the "Optional Conversion"). In accordance with the Certificate of Designations, such number of shares of Common Stock is calculated by: (i) multiplying [ ] shares of Series [ ] Preferred Stock by the Series [ ] Stated Value ($[ ]); and (ii) dividing the result obtained pursuant to clause (i) above by the Series [ ] Conversion Price ($[ ]).

This notice and the election[s] made hereunder with respect to [the PIK Dividend and] the Optional Conversion shall be effective immediately upon the satisfaction of the conditions set forth in Section 8 of that certain Exchange Agreement, dated as of November 25, 2014, by and between the Corporation and RVL (the "Exchange Agreement"). For the avoidance of doubt, the election[s] described herein shall not be deemed to be made, and this notice shall be of no force or effect, unless and until the conditions set forth in Section 8 of the Exchange Agreement shall have been satisfied.

Very truly yours,

RVL 1 LLC

By: _____

Name: James A. DePalma
Title: Vice Chairman, Senior Managing Partner

Exhibit 99.1

Revolution Lighting Technologies Prices $10.0 Million Underwritten Offering of Common Stock

Stamford, CT, November 25, 2014 – Revolution Lighting Technologies, Inc. (NASDAQ: RVLT) ("Revolution Lighting"), a global provider of advanced LED lighting solutions, today announced the pricing of its underwritten public offering of 8,000,000 shares of its common stock at a price of $1.25 per share. Revolution Lighting has also granted the underwriters a 30-day option to purchase up to an aggregate of 1,200,000 additional shares of common stock to cover over-allotments, if any.

After deducting the underwriting discount and estimated offering expenses, and assuming no exercise of the underwriters' overallotment option, Revolution Lighting expects to receive net proceeds of approximately $9.3 million from the offering. The offering is expected to close on December 1, 2014, subject to customary closing conditions. Revolution Lighting intends to use the net proceeds from the offering for general corporate purposes, including working capital and the financing of possible acquisitions.

Roth Capital Partners is acting as sole book-running manager for the proposed offering, and Craig-Hallum Capital Group is acting as co-manager.

The shares described above are being offered pursuant to a registration statement previously filed with and subsequently declared effective by the Securities and Exchange Commission (the "SEC"). A final prospectus supplement relating to the offering will be filed with the SEC and will be available on the SEC's website at http://www.sec.gov/.

This press release shall not constitute an offer to sell or the solicitation of an offer to buy any of the securities described herein, nor shall there be any sale of these securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

Copies of the final prospectus supplement and accompanying base prospectus relating to this offering may be obtained by sending a request to Roth Capital Partners, LLC, 888 San Clemente Drive, Newport Beach, California 92660, (800) 678-9147.

About Revolution Lighting Technologies Inc.

Revolution Lighting Technologies, Inc. designs, manufactures, markets and sells light emitting diode (LED) lighting solutions focusing on the industrial, commercial and government markets in the United States, Canada, and internationally. Revolution Lighting Technologies trades on the NASDAQ under the ticker RVLT. For additional information, please visit: http://www.rvlti.com/.

Cautionary Statement for Forward-Looking Statements

Certain of the above statements contained in this press release are forward-looking statements that involve a number of risks and uncertainties, including statements relating to expectations regarding the completion of the public offering. Such forward-looking statements are within the meaning of that term in Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Reference is made to Revolution Lighting's filings under the Securities Exchange Act for additional factors that could cause actual results to differ materially, including the Risk Factors described in Item 1A of our Form 10-K for the fiscal year ended December 31, 2013. Revolution Lighting Technologies, Inc. undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise. Readers are cautioned that any such forward-looking statements

are not guarantees of future performance and involve risks and uncertainties, and that actual results may differ materially from those indicated in the forward-looking statements as a result of various factors. Readers are cautioned not to place undue reliance on these forward-looking statements.

Contact:

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