SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-QSB

[x] QUARTERLY REPORT PURSUANT SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarter ended June 30, 1997

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from ________ to ________

Commission File No. 0-23590

SUPER VISION INTERNATIONAL, INC.
(Exact Name of Small Business Issuer as Specified in Its Charter)

Delaware	59-3046866
(State or Other Jurisdiction of ncorporation or Organization)	(I.R.S. Employer Identification Number)

2442 Viscount Road
Orlando, Florida 32809
(Address of Principal Executive Offices)

(407) 857-9900
(Issuer's Telephone Number, Including Area Code)

Not Applicable
(Former Name, Former Address and Former Fiscal Year, if Changed Since Last Report)

Check whether the issuer (1) filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the past 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes X No

State the number of shares outstanding of each of the issuer's classes of common equity, as of the latest practicable date.

Class	Outstanding at August 12, 1997
Class A Common Stock, $.001 par value	1,721,714
Class B Common Stock, $.001 par value	483,264

Traditional Small Business Disclosure Format

Yes X No

SUPER VISION INTERNATIONAL, INC.

Super Vision International, Inc.

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Super Vision International, Inc.

Condensed Balance Sheets

<TABLE>
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Assets	June 30, 1997	December 31, 1996
<S> <C>		
Current Assets:		
Cash and cash equivalents	$ 2,393,086	$ 3,327,965
Investments	107,667	107,667
Trade accounts receivable, less allowance for doubtful accounts of $46,909 and $41,866	1,742,686	1,310,057
Inventory, less reserve for excess inventory of $74,061	2,097,759	1,921,103
Advances to employees	29,031	25,524
Deferred tax asset	137,353	185,865
Other assets	108,749	72,781
Total current assets	6,616,331	6,950,962
Equipment and Furniture	1,818,780	1,764,706
Accumulated depreciation	(432,404)	(325,957)
Net equipment and furniture	1,386,376	1,438,749
Other Assets	199,643	229,489
Deposits on Equipment	386,999	-
	$ 8,589,349	$ 8,619,200

Liabilities and Stockholders' Equity		
Current Liabilities:		
Accounts payable	$ 723,266	$ 1,020,478
Accrued liabilities	188,000	194,247
Accrued compensation and benefits	32,000	139,769
Payments in excess of costs and recognized profit on uncompleted contracts	-	53,702
Deposits	63,424	51,814

Income tax payable	58,915	19,388
Total current liabilities	1,065,605	1,479,398
Stockholders' Equity:		
Preferred stock, $.001 par value, 5,000,000 shares authorized; none issued	-	-
Class A common stock, $.001 par value, authorized 16,610,866 shares, 1,685,213 issued and outstanding	1,685	1,681
Class B common stock, $.001 par value, 3,389,134 shares authorized, 483,264 and 3,375,134 issued and outstanding	483	3,375
Additional paid-in capital	7,643,876	7,633,653
Retained earnings (deficit)	(122,300)	(498,907)
Total stockholders' equity	7,523,744	7,139,802
	$ 8,589,349	$ 8,619,200

</TABLE>

See accompanying notes to condensed financial statements.

Super Vision International, Inc.

Condensed Statements of Operations

<TABLE>
<CAPTION>

	Three Months Ended June 30, 1997	Three Months Ended June 30, 1996	Six Months Ended June 30, 1997	Six Months Ended June 30, 1996
<S> <C>				
Revenues	$ 2,541,851	$ 1,134,655	$ 4,745,722	$ 2,503,644
Costs and Expenses:				
Cost of sales	1,524,263	734,435	2,844,615	1,605,794
Selling, general and administrative	634,029	472,998	1,300,438	836,595
Research and development	83,176	17,443	131,995	80,236
Total costs and expenses	2,241,468	1,224,876	4,277,048	2,522,625
Operating Income (Loss)	300,383	(90,221)	468,674	(18,981)
Non-Operating Income (Expenses):				
Interest income	37,456	27,619	75,772	50,931
Interest expense	-	(734)	-	(1,480)
Loss on disposal of assets	-	(7,230)	-	(7,543)
Total non-operating income	37,456	19,655	75,772	41,908
Income (Loss) Before Income Taxes	337,839	(70,566)	544,446	22,927
Income Tax Expense	109,894	-	167,838	-
Net Income (Loss)	$ 227,945	$ (70,566)	$ 376,608	$ 22,927
Income (Loss) Per Common Share:				
Primary	$ 0.10	$ (0.04)	$ 0.17	$ 0.01
Weighted Average Shares of Common Stock Outstanding:				
Primary	2,198,575	1,886,292	2,183,168	1,886,196

</TABLE>

See accompanying notes to condensed financial statements.

Super Vision International, Inc.

Condensed Statement of Stockholders' Equity

<TABLE>
<CAPTION>

	Common Stock					
	Class A		Class B		Additional Paid-In Capital	Retained Earnings (Deficit)
<S> <C>	Shares	Amount	Shares	Amount		
Balance, December 31, 1996	1,680,946	$ 1,681	3,375,134	$ 3,375	$ 7,633,653	$ (498,907)
Retirement of Class B Escrow Shares	-	-	(2,891,870)	(2,892)	2,892	-
Issuance Costs for Shares Underlying Class A and B Warrants	-	-	-	-	(15,000)	-
Exercise of Employee Stock Options	4,267	4	-	-	22,331	-
Net Income for the Six Months Ended June 30, 1997	-	-	-	-	-	376,607
Balance, June 30, 1997	1,685,213	$ 1,685	483,264	$ 483	$ 7,643,876	$ (122,300)

</TABLE>

See accompanying notes to condensed financial statements.

Super Vision International, Inc.

Condensed Statements of Cash Flows

<TABLE>
<CAPTION>

	Six Months Ended June 30, 1997	Six Months Ended June 30, 1996
<S> <C>		
Cash Flows from Operating Activities:		
Net income	$ 376,608	$ 22,927
Adjustments to reconcile net income to net cash used in operating activities:		
Depreciation and amortization	109,182	77,281
Gain on disposal of fixed assets	-	7,543
(Increase) decrease in:		
Accounts receivable, net	(432,629)	(400,594)
Inventory	(176,656)	(433,170)
Other assets	48,559	(61,092)
Increase (decrease) in:		
Accounts payable	(297,212)	284,455
Accrued and other liabilities	(128,188)	31,160
Deposits	11,610	478,611
Total adjustments	(865,334)	(15,806)
Net cash provided by (used in) operating activities	(488,726)	7,121
Cash Flows from Investing Activities:		
Acquisition of patents and trademarks	(12,411)	(12,642)
Purchase of equipment and furniture	(54,074)	(224,681)
Proceeds from disposal of equipment and furniture	-	7,049
Deposits on equipment	(386,999)	-
Net cash used in investing activities	(453,484)	(230,274)

Cash Flows from Financing Activities:		
Issuance costs	(15,000)	18,750
Proceeds from exercise of employee stock options	22,331	-
Net cash provided by financing activities	7,331	18,750
Net Decrease in Cash and Cash Equivalents	(934,879)	(204,403)
Cash and Cash Equivalents, beginning of period	3,327,965	2,327,775
Cash and Cash Equivalents, end of period	$ 2,393,086	$ 2,123,372

</TABLE>

See accompanying notes to condensed financial statements.

Super Vision International, Inc.

Notes to Condensed Financial Statements

For the Six-Month Periods Ended June 30, 1997 and 1996

1.Basis of Presentation:

In the opinion of the Company, the accompanying unaudited financial statements contain all adjustments, consisting only of normal recurring accruals, necessary to present fairly the Company's financial position, results of operations and cash flows for the periods presented. The results of operations for the interim periods presented are not necessarily indicative of the results to be expected for the full year.

The condensed financial statements should be read in conjunction with the financial statements and the related disclosures contained in the Company's Form 10-KSB dated March 26, 1997, filed with the Securities and Exchange Commission.

2.Stock Option Plan:

The Company has a stock option plan that provides for the grant of incentive stock options and nonqualified stock options for up to 250,000 shares of the Company's Class A common stock under the plan. The option price must be at least 100% of market value at the date of the grant.

The following table summarizes activity of the stock option plan for the period ended June 30, 1997:

	Options Available for Future Grant	Number of Shares	Option Price Per Share
Balance, December 31, 1996	69,769	176,131	$5.00-$9.25
Options granted	(53,900)	53,900	
Options exercised	-	(4,267)	
Options cancelled	8,933	(8,933)	
Balance, June 30, 1997	24,802	216,831	

Options granted vest ratably over a three-year period. As of June 30, 1997, 175,400 options were vested and exercisable.

Super Vision International, Inc.

Notes to Condensed Financial Statements - Continued

For the Six-Month Periods Ended June 30, 1997 and 1996

3.Income Taxes:

The components of the net deferred tax asset recognized in the accompanying balance sheet at June 30, 1997 are as follows:

Deferred tax liability	$ (55,353)
Deferred tax asset	234,521
Valuation allowance	(41,815)
	$ 137,353

The types of temporary differences between the tax basis of assets and liabilities and their financial statement reporting amounts are attributable principally to depreciation methods, deferred gains, and different accounting methods used.

As of June 30, 1997, the Company had approximately $232,479 in net operating loss carryforwards for federal and state income tax purposes, which expire in 2011.

5.Inventory:

Inventory at June 30, 1997 and December 31, 1996 consisted of the following components:

	June 30, 1997	December 31, 1996
Raw materials	$ 1,478,038	$ 1,334,429
Work in progress	5,586	50,122
Finished goods	688,196	618,180
	2,171,820	2,002,731
Less: Reserve for excess inventory	(74,061)	(81,628)
	$ 2,097,759	$ 1,921,103

6.Recent Accounting Pronouncements:

In February, 1997, the Financial Accounting Standards Board (FASB) issued Statement No. 128, Earnings Per Share. This statement, which is effective for the Company's annual report for the year ended December 31, 1997, establishes new requirements for the calculation, presentation and disclosure of earnings per share. The Company estimates that earnings per share presented in accordance with Statement No. 128 would not differ materially from what is currently presented.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis should be read in conjunction with the Financial Statements and Notes thereto appearing elsewhere in this report.

The following discussion contains certain forward-looking statements, within the meaning of the "safe-harbor" provisions of the Private Securities Litigation Reform Act of 1995, the attainment of which involve various risks and uncertainties. Forward-looking statements may be identified by the use of forward-looking terminology such as "may", "will", "expect", "believe", "estimate", "anticipate", "continue", or similar terms, variations of those terms or the negative of those terms. The Company's actual results may differ materially from those described in these forward-looking statements due to, among other factors, competition in each of the Company's product areas, dependence on suppliers, the Company's limited manufacturing experience and the evolving nature of the Company's fiber optic technology.

Results of Operations

Revenues are derived primarily from the sale of fiber optic side glow(TM) and end glow(TM) cable and light sources, point of purchase fiber optic signs and displays and sales of fiber optic landscape and task lighting systems. Total revenues for the three months ("1997 quarter") and six months ended June 30, 1997 ("1997 six months") were approximately $2,542,000 and $4,746,000, respectively, as compared to approximately $1,135,000 and $2,504,000 for the three months ("1996 quarter") and six months ended June 30, 1996 ("1996 six months"). This represented increases of 124% and 90%, respectively. The increase in revenues is primarily attributable to strong sales of the Company's pool and spa lighting products, and continued growth in the sign market segment. Sales in the pool and spa market rebounded strongly after a prolonged lull in the construction market due to weather conditions. The summer building season resulted in strong demand for this product line. The Company also noted growth in the sign market as the Company continued expansion of marketing efforts targeted to this industry. The increase in revenues during the 1997 six months is also attributable to approximately $830,000 of revenue recognized under a long-term contract completed in May 1997 for what the Company believes to be the world's largest custom fiber optic display. Management believes the overall market available to fiber optic lighting products is increasing as the lighting, sign and pool and spa industries become aware of the benefits and applications of fiber optics in these market segments.

Cost of sales were approximately $1,524,000, or 60% of revenues, during the 1997 quarter and $2,845,000, or 60% of revenues, for the 1997 six months as compared to $734,000, or 65% of revenues, for the 1996 quarter and $1,606,000, or 64% of revenues, for the 1996 six months. The gross margin was 40% for both the 1997 quarter and 1997 six months, respectively, and 35% and 36%, respectively, for the 1996 quarter and 1996 six months. Gross margins for the 1997 six months were improved due to process improvements in the Company's fiber optic cabling and extrusion production lines which improved product performance and resulted in increased yields, thereby increasing margin experience. The 1997 gross margin was also favorably impacted by the effects of volume purchase discounts of product components. The Company has increased inventory levels of standard product components in order to take advantage of quantity discounts. These components are common to many of the Company's product lines and are not associated with one particular product or market. Additionally, the gross margin improved due to the implementation of improved manufacturing flow methods, particularly relating to the Company's light source product lines, which have resulted in lower unit overhead costs.

Selling, general and administrative expenses were approximately $634,000 and $1,300,000 during the 1997 quarter and 1997 six months, respectively, as compared to approximately $473,000 and $837,000 for the 1996 quarter and 1996 six months, respectively. This represented increases of 34% and 55%, respectively. During the 1997 quarter, the Company attended several trade shows targeted towards expanding the sign market which resulted in increased promotional and travel costs. The Company also experienced increased costs in the area of investor and public relations, and other costs associated with the public trading of the Company's securities. Additionally, the Company produced new product catalogs to include newly introduced products, as well as a price guide and marketing video. During the 1997 six months, the Company increased personnel levels in the sales, marketing and customer service areas to support increased requests for information regarding the Company's products, which increased selling and marketing expenses.

Research and development costs were approximately $83,000 and $132,000 during the 1997 quarter and 1997 six months, respectively, as compared to approximately $17,000 and $80,000 during the 1996 quarter and 1996 six months, respectively. This represented increases of 388% and 65%, respectively. The Company increased personnel levels in the area of research and development in order to shorten development time of several new light sources, as well as modifications to existing products to meet market requests. In addition, the Company is actively exploring several new market applications for its endpoint fiber optic technology which required increased costs associated with developing prototypes for field testing.

Interest income is derived from the short-term investments of liquid cash balances in low risk commercial paper and money market funds. Net interest income for the 1997 quarter and 1997 six months was approximately $37,000 and $76,000, respectively, as compared to approximately $28,000 and $51,000 for the 1996 quarter and 1996 six months, respectively. The increase is attributable to increased cash balances available for investment during the 1997 quarter and 1997 six months, primarily as a result of the sale by the Company of 249,480 shares of Class A Common Stock for an aggregate amount of approximately $1,945,000, net of issuance costs, in September 1996.

Income taxes for the 1997 six months include a provision for income taxes of approximately $179,000 which was offset by tax benefits of approximately $42,000 as a result of the carryforward of prior year tax losses.

The net income for the 1997 quarter was approximately $228,000, or $.10 per common share, as compared to a net loss of approximately $(71,000), or $(.04) per common share, in the 1996 quarter. Net income is due to higher sales volumes and improvements in gross margins.

Liquidity and Capital Resources

At June 30, 1997, the Company had working capital of approximately $5,551,000.

Cash decreased by approximately $935,000 during the 1997 six months. Accounts receivable increased by approximately $433,000 during the 1997 six months, primarily due to increased sales of the Company's pool and spa lighting products to Hayward Pool Products in support of the summer building season. Inventory increased by approximately $177,000 during the 1997 six months. Inventory was expanded in order to take advantage of volume purchase discounts. Accounts payable decreased by approximately $297,000 as the Company took advantage of discounts for early payment in order to further increase gross margins. Accrued and other liabilities decreased by approximately $128,000 primarily due to the payment of compensation amounts accrued as of December 31, 1996 which were paid in the 1997 six months.

The Company has signed a lease for an approximately 70,000 square foot headquarters and production facility in Orlando, Florida. Cash of approximately $453,000 has been paid to date for buildout costs and deposits on furniture and equipment. Management expects to incur total costs of approximately $850,000 relating to the interior buildout and related equipment purchased for the facility. Completion and relocation to the new facility is projected for August 1997.

Escrowed Shares

In January 1994, the Company and certain stockholders of the Company entered into an agreement providing for the escrow of 2,918,000 shares held by such individuals (the "Escrow Shares"). In the event any of the shares were released from escrow to officers, directors and other employees of the Company, compensation expense would be recorded for financial reporting purposes as required by GAAP. As of March 31, 1997, Brett Kingstone, the President and Chairman, voluntarily retired 2,891,870 shares of Class B Common Stock previously held in the escrow account. These shares were returned to the Company treasury. The Company currently has 26,130 shares of Class A Common Stock held in escrow. In the event the Company attains any of the earnings thresholds or the Company's Class A Common Stock meets certain minimum bid prices required for the release of the remaining 26,130 Escrow Shares, the Company may, in the event of the release of such shares from escrow, recognize during the period in which the earnings threshold are met or are probable of being met or such minimum bid prices attained, charges to earnings as compensation expense which would have the effect of increasing the Company's loss or reducing earnings, if any, at such time.

PART II

Item 1. Legal Proceedings
Not Applicable

Item 2. Changes in Securities
Not Applicable

Item 3. Defaults Upon Senior Securities
Not Applicable

Item 4. Submission of Matters to a Vote of Security Holders
Not Applicable

Item 5. Other Information
Not Applicable

Item 6. Exhibits and Reports on Form 8-K

10.7 - Warrant Agreement dated as of March 31, 1997 between the Company and Brett M. Kingstone

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In accordance with the requirements of the Securities Exchange Act of 1934, the registrant caused this report to be signed on its behalf by the undersigned, thereunder duly authorized.

SUPER VISION INTERNATIONAL, INC.

By: /s/ Brett M. Kingstone   Date: August 14, 1997

Brett M. Kingstone, President and
Chief Executive Officer
(Principal Executive Officer)

By: /s/ John P. Stanney   Date: August 14, 1997

John P. Stanney, Chief Financial Officer
(Principal Financial and Accounting Officer)

EXHIBIT 10-7

WARRANT AGREEMENT

WARRANT AGREEMENT, dated as of 31st day of March, 1997, by and between Super Vision International, Inc., a Delaware corporation (the "Company") and Brett M. Kingstone (the "Employee").

The Company desires to provide an incentive to the Employee to exercise his best efforts on the Company's behalf by granting to the Employee the warrant provided for herein. This warrant is granted to replace the 2,891,870 shares of Class B Common Stock previously owned by Employee and held in escrow, which shares were delivered to the Company for cancellation, effective as of the date hereof.

IT IS AGREED as follows:

1. Grant of Warrant. The Company hereby grants to the Employee on the date hereof the right and option to purchase (subject to adjustment as set forth herein) an aggregate of 289,187 of its shares of Class A Common Stock ("Shares") at an exercise price per share of $7.00 (the "Exercise Price").

2. Warrant Period. The warrant granted hereby shall expire at 5:00 p.m. on March 31, 2007 (the "Expiration Date").

3. Exercise of Warrant.

A. This warrant may be exercised in whole or in part, at any time, from time to time, prior to the Expiration Date. This warrant may not be exercised at any time on or after the Expiration Date.

B. This warrant shall only be exercisable for so long as the Employee continues to be employed by the Company (which shall be deemed to include any leave of absence approved by the Board of Directors of the Company) from the date hereof through the Expiration Date.

C. In the event the Employee dies prior to the Expiration Date, this warrant shall thereafter be exercisable for a one-year period following the Employee's death by his executors or administrators to the full extent to which this warrant was exercisable by the Employee at the time of his death.

D. If the termination of the Employee's employment is for cause or is otherwise attributable to a breach by the Employee of an employment or confidentiality or non-disclosure agreement, this warrant shall expire immediately upon such termination.

E. The Employee may exercise this warrant by delivering to the Company a written notice duly signed by the Employee in the form attached hereto as Exhibit A stating the number of shares that the Employee has elected to purchase, and accompanied by payment (in cash or by certified check) of an amount equal to the full purchase price for the Shares to be purchased. The notice must also contain a statement (if required by, and in a form acceptable to, the Company) that the Employee is acquiring the Shares for investment and not with a view toward their distribution or resale. Following receipt by the Company of such notice and payment, the Company shall issue, as soon as practicable, the Shares in the name of the Employee and deliver the certificate therefor to the Employee. No Shares shall be issued until full payment therefor has been made and until the Company has complied with all requirements of the Securities Act of 1933, the Securities Exchange Act of 1934, any securities exchange on which the Company's stock may then be listed and all applicable state laws in connection with the issuance of the Shares or the listing of the Shares on said securities exchange. All Shares purchased upon exercise of this

Warrant in accordance with this Section shall be fully paid and nonassessable.

F. In lieu of delivering the Exercise Price in cash or check, the Employee may elect to receive shares equal to the value of this warrant or portion thereof being exercised (the "Net Issue Exercise"). If the Employee wishes to elect the Net Issue Exercise, the Employee shall notify the Company of his election in writing at the time the Employee delivers to the Company the notice of exercise. In the event the Employee shall elect the Net Issue Exercise, the Employee shall receive the number of shares of Common Stock equal to the product of (i) the number of shares of Class A Common Stock purchasable under the Warrant, or portion thereof being exercised, and (ii) the current market value, as defined below, of one share of Class A Common Stock minus the Exercise Price, divided by (iii) the current market value, as defined below, of one share of Class A Common Stock. Current market value of a share shall be determined as follows:

(i) If the Class A Common Stock is listed on a national securities exchange or listed for trading on the Nasdaq Stock Market, the current market value shall be the last reported sale price of the Class A Common Stock on such exchange or system on the last business day prior to the date of exercise of this warrant or if no such sale if made on such day, the average closing bid and asked prices for such day on such exchange or system; or

(ii) If the Class A Common Stock is not so listed, the current market value shall be the mean of the last reported bid and asked prices reported by the National Quotation Bureau, Inc. on the last business day prior to the date of the exercise of this warrant; or

(iii) If the Class A Common Stock is not so listed and bid and asked prices are not so reported, the current market value shall be an amount, not less than book value thereof as at the end of the most recent fiscal year of the Company ending prior to the date of the exercise of this warrant, determined in such reasonable manner as may be prescribed by the Board of Directors of the Corporation.

4. Termination. Nothing contained in this Warrant Agreement shall confer upon the Employee any right to be employed by the Company nor prevent the Company from terminating its current relationship with the Employee at any time, with or without cause.

5. Transferability of Warrant. This warrant shall be transferable, subject to applicable securities laws. Any transferee of this warrant shall execute an instrument reasonably satisfactorily to the Company agreeing to be bound by the terms and conditions of this Warrant Agreement.

6. Compliance With Securities Laws. If, at any time, counsel to the Company shall determined that the listing, registration or qualification of the Shares subject to this warrant upon any securities exchange or under any state or federal law, the consent or approval of any governmental or regulatory body, the disclosure of non-public information or the satisfaction of any other condition is necessary as a condition of, or in connection with the issuance or purchase of Shares, this warrant may not be exercised, in whole or in part, unless such listing, registration, qualification, consent or approval, or satisfaction of such condition, shall have been effected or obtained on conditions acceptable to the Company's Board of Directors. Nothing herein shall be deemed to require the Company to apply for or to obtain such listing, registration or qualification, or to satisfy such condition.

7. Rights as a Shareholder. The Employee shall have no rights as a shareholder with respect to any shares covered by this warrant (including, without limitation, any rights to receive dividends or non-cash distributions with respect to the Shares) until the date of issue of a stock certificate to him or her for the Shares. No adjustment shall be made for dividends or other rights for which the record date is prior to the date such stock certificate is issued.

8. Adjustment Provisions for Recapitalizations, Reorganizations and Related Transactions.

(a) Recapitalizations and Related Transactions. If, through or as a result of any recapitalization, reclassification, stock dividend, stock split, reverse stock split or other similar transaction, (i) the outstanding shares of Common Stock are increased, decreased or exchanged for a different number or kind of shares or other securities of the Company, or (ii) additional shares or new or different shares or other non-cash assets are distributed with respect to such shares of Common Stock or other securities, an appropriate and proportionate adjustment shall be made in (x) the number and kind of shares or other securities subject to this warrant, and (y) the price for each share subject to this warrant, without changing the aggregate purchase price as to which this warrant remains exercisable.

(b) Reorganization, Merger and Related Transactions. If the Company shall be the surviving corporation in any reorganization, merger or consolidation of the Company with one or more other corporations, this warrant shall pertain to and apply to the securities to which a holder of the number of shares of Common Stock subject to this warrant would have been entitled immediately following such reorganization, merger, or consolidation, with a corresponding proportionate adjustment of the purchase price as to which this warrant may be exercised so that the aggregate purchase price as to which this warrant may be exercised shall be the same as the aggregate purchase price as to which this warrant may be exercised for the Shares remaining subject to this warrant immediately prior to such reorganization, merger, or consolidation.

(c) Board Authority to Make Adjustments. Any adjustments under this Section 9 will be made by the Board of Directors, whose determination as to what adjustments, if any, will be made and the extent thereof will be final, binding and conclusive. No fractional shares will be issued hereunder on account of any such adjustments.

9. Merger, Consolidation, Asset Sale, Liquidation, etc.

(a) General. In the event of a consolidation or merger in which the Company is not the surviving corporation, or sale of all or substantially all of the assets of the Company in which outstanding shares of Common Stock are exchanged for securities, cash or other property of any other corporation or business entity or in the event of a liquidation of the Company (collectively, a "Corporate Transaction"), the Board of Directors of the Company, or the board of directors of any corporation assuming the obligations of the Company, may, in its discretion, take any one or more of the following actions, with respect to this warrant: (i) provide that the warrant shall be assumed, or equivalent warrants shall be substituted, by the acquiring or succeeding corporation (or an affiliate thereof), (ii) upon written notice to the Employee, provide that the warrant will terminate to the extent unexercised immediately prior to the consummation of such transaction unless exercised by the Employee within a specified period following the date of such notice, (iii) in the event of a Corporate Transaction under the terms of which holders of the Common Stock of the Company will receive upon consummation thereof a cash payment for each share surrendered in the Corporate Transaction (the "Transaction Price"), make or provide for a cash payment to the Employee equal to the difference between (A) the Transaction Price times the number of shares of Class A Common Stock subject to the warrant (to the extent then exercisable at prices not in excess of the Transaction Price) and (B) the aggregate exercise price of the warrant in exchange for the termination of the warrant, and (iv) provide that the warrant shall become exercisable in full immediately prior to such event.

10. Withholding.

(a) The Company shall have the right to deduct from payments of any kind otherwise due to the Employee any federal, state or local taxes of any kind required by law to be withheld with respect to any Shares issued upon exercise of this warrant. Subject to the prior approval of the Company, which may be withheld by the Company in its sole discretion, the Employee may elect to satisfy such obligations, in whole or in part, (i) by causing the Company to withhold shares of Class A Common Stock otherwise issuable pursuant to the exercise of the warrant or (ii) by delivering to the Company shares of Class A Common Stock already owned by the Employee. The shares so delivered or withheld shall have a fair market value (as defined above) equal to such withholding obligation as of the date that the amount of tax to be withheld is to be determined. The Employee may only satisfy his or her withholding obligation with shares of Class A Common Stock which are not subject to any repurchase, forfeiture, unfulfilled vesting or other similar requirements.

11. Notices. Any notice to be given by the Employee hereunder shall be sent to the Company at its principal executive offices, and any notice from the Company to the Employee shall be sent to the Employee at his address set forth below; all such notices shall be in writing and shall be delivered in person or by registered or certified mail. Either party may change the address to which notices are to be sent by notice in writing given to the other in accordance with the terms hereof.

12. Governing Law. This Agreement, as well as the grant of such warrant and issuance of such Shares, is and shall be governed by and construed in accordance with the laws of the State of Delaware applicable to the agreements made and to be performed entirely within such State.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SUPER VISION INTERNATIONAL, INC.

By: /s/ John P. Stanney

John P. Stanney

EMPLOYEE

By: /s/ Brett M. Kingstone

Brett M. Kingstone

Address:

7718 Dawberry Court
Orlando, Florida 32819

PURCHASE FORM

(To be signed and delivered to
----
upon exercise of the Warrant)

The undersigned, the holder of the foregoing Warrant, hereby irrevocably elects to exercise the purchase rights represented by such Warrant, and to purchase thereunder __________ shares of Class A Common Stock, par value $.001, of Super Vision International, Inc. ("Shares"), and herewith makes payment of $_____________ ($______ per share) therefor, plus $__________ ($_____ per share) for withholding tax, if any, required in connection with the exercise of the Warrant, and requests that the Certificates for the Shares be issued in the name(s) of, and delivered to ____________________________ whose address(es) is/are _________________________.

The undersigned hereby represents that the shares to be purchased upon the exercise of this Warrant are being purchased for investment only, and not with a view towards a sale, transfer, or distribution thereof.

Dated: ____________________, 19___

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