

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM S-1 /A  
AMENDMENT 1  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933

**VISUALANT, INCORPORATED**

(Exact name of registrant as specified in charter)

**Nevada**

(State or other jurisdiction of incorporation or organization)

**90-0273142**

(I.R.S. Employer Identification No.)

**3920**

(Primary Standard Industrial Classification Number)

**500 Union Street, Suite 420, Seattle, Washington USA**

(Address of principal executive offices)

**98101**

(Zip Code)

**206-903-1351**

(Registrant's telephone number, including area code)

**N/A**

(Former name, address, and fiscal year, if changed since last report)

**Ronald P. Erickson, Chief Executive Officer**

**Visualant, Inc.**

**500 Union Street, Suite 420**

**Seattle, WA 98101**

**206-903-1351**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

*Copies to:*

**James F. Biagi, Jr.**

**Fifth Avenue Law Group, PLLC**

**701 5th Avenue, Suite 2800**

**Seattle, WA 98104-7023**

**(206) 587-5700, (206) 587-5710 (fax)**

**As soon as practicable and from time to time after this registration statement becomes effective.**

(Approximate date of commencement of proposed sale to the public)

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration number of the earlier effective registration statement for the same offering.

If this Form is post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting Company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting Company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer  Accelerated filer   
 Non-accelerated filer  Smaller reporting Company   
 (Do not check if a smaller reporting Company)

**CALCULATION OF REGISTRATION FEE**

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Unit	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common stock issued to Special Situations Technology Funds, L.P. and 40 other accredited investors pursuant to a private placement which closed June 14, 2013 (1) (2)	52,300,000	\$ 0.10	\$ 5,230,000	\$ 713.37
Shares of common stock issuable upon exercise of a portion of the five-year Warrants to purchase common stock related to private placement which closed June 14, 2013 (1) (3)	18,000,000	\$ 0.15	\$ 2,700,000	368.28
<b>Total</b>	<b>70,300,000</b>		<b>\$ 7,930,000</b>	<b>\$ 1,081.65</b>

- (1) The shares of our common stock being registered hereunder are being registered for sale by the Selling Shareholders named in the prospectus.
- (2) Pursuant to Rule 457(g) under the Securities Act of 1933, the proposed maximum offering price and the amount of the registration fee have been calculated based on the price in the private placement paid by the Selling Shareholders which closed June 14, 2013.
- (3) Pursuant to Rule 457(g) under the Securities Act of 1933, the proposed maximum offering price and the amount of the registration fee have been calculated based on the exercise price of the common stock warrants held by the Selling Shareholders in the private placement which closed June 14, 2013.

**THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT HAS FILED A FURTHER AMENDMENT THAT SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(A) OF THE SECURITIES ACT OF 1933, AS AMENDED, OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE SECURITIES AND EXCHANGE COMMISSION ACTING PURSUANT TO SAID SECTION 8(A), MAY DETERMINE.**

**THE INFORMATION IN THIS PROSPECTUS IS NOT COMPLETE AND MAY BE CHANGED.**

**PRELIMINARY, SUBJECT TO COMPLETION, DATED AUGUST 16 , 2013.**

**PROSPECTUS**

**Visualant, Inc.**

**70,300,000 Shares of Common Stock**

This prospectus covers the resale by the selling security holders named herein of up to 70,300,000 shares of the Company's common stock, \$.001 par value per share, including: (i) 52,300,000 shares of common stock issued to Special Situations Technology Funds, L.P. and forty other accredited investors pursuant to a Private Placement which closed June 14, 2013; and (ii) 18,000,000 shares of common stock issuable upon exercise of a portion of the five year Series A Warrants to purchase a total of 52,300,000 shares of common stock at \$0.15 per share, which were issued as part of the above-referenced Private Placement. All 52,300,000 shares issuable upon exercise of all of the Series A Warrants are not covered by this prospectus and registration statement because the Company currently has an insufficient number of authorized shares of common stock to permit the exercise of all of the Series A Warrants. The common stock covered by this prospectus will be offered for sale from time to time by the selling security holders identified in this prospectus in accordance with the terms described in the section entitled Plan of Distribution . The Company will not receive any of the proceeds from the sale of the common stock by the selling security holders.

The Company's common stock trades on the OTCQB under the symbol VSUL. On August 13, 2013, the last reported sale price for the Company's common stock as reported on OTCQB was \$0.08 per share.

**INVESTING IN THE COMPANY'S COMMON STOCK INVOLVES A HIGH DEGREE OF RISK. YOU SHOULD CONSIDER CAREFULLY THE "RISK FACTORS" DESCRIBED IN THIS PROSPECTUS BEGINNING ON PAGE 6.**

**NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR DETERMINED IF THIS PROSPECTUS IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.**

The date of this Prospectus is August 16 , 2013.

No offers to sell are made, nor are offers sought, to buy these securities in any jurisdiction where the offer or sale is not permitted.

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You may rely only on the information provided or incorporated by reference in this prospectus. Neither we nor the selling security holders have authorized anyone to provide information different from that contained in this prospectus. Neither the delivery of this prospectus nor the sale of the securities means that the information contained in this prospectus is correct after the date hereof. This prospectus is not an offer to sell or solicitation to buy the securities in any circumstances under which the offer or solicitation is unlawful.

## PROSPECTUS SUMMARY

The following summary highlights information contained elsewhere in this prospectus. It may not contain all of the information that is important to you. You should read the entire prospectus carefully, especially the discussion regarding the risks of investing in Visualant, Inc. common stock under the heading Risk Factors, before investing in Visualant, Inc. common stock. In this prospectus, Visualant, VSUL, Company, we, us, and our refer to Visualant, Inc.

### The Offering

This prospectus covers the resale by the selling security holders named herein of up to 70,300,000 shares of our common stock, \$.001 par value per share, including: (i) 52,300,000 shares of common stock issued to Special Situations Technology Funds, L.P. and forty other accredited investors pursuant to a Private Placement which closed June 14, 2013; and (ii) 18,000,000 shares of common stock issuable upon exercise of a portion of the five year Series A Warrants to purchase a total of 52,300,000 shares of common stock at \$0.15 per share, which were issued as part of the above-referenced Private Placement. All 52,300,000 shares issuable upon exercise of all of the Series A Warrants are not covered by this prospectus and registration statement because we currently have an insufficient number of authorized shares of common stock to permit the exercise of all of the Series A Warrants. Information regarding our common stock is included in the section of this prospectus entitled Description of Securities.

We agreed to register for resale the shares covered by this prospectus as a condition to the purchase and sale of the securities listed in the preceding paragraph, which were private offerings resulting in the purchasers holding restricted securities.

### The Company and our Business

We were incorporated under the laws of the State of Nevada on October 8, 1998 with authorized common stock of 500,000,000 shares at \$0.001 par value. On September 13, 2002, 50,000,000 shares of preferred stock with a par value of \$0.001 were authorized by the shareholders. There are no preferred shares issued and the terms have not been determined. Our executive offices are located in Seattle, Washington.

We have invented a way to shine light at a material (solid surface, liquid, or gas) and measure the amount of light that is reflected back. The pattern of this reflected light is compared to other patterns we have captured and this allows us to identify, detect, or diagnose materials that cannot be identified by the human eye. We refer to this pattern of reflected light as a ChromaID™. We design ChromaID Scanner devices made with electronic, optical, and software parts to produce and capture the light.

Our first product, the ChromaID F12 Lab Kit, scans and identifies solid surfaces. We are marketing this product to customers who are considering licensing the technology. Target markets include, but are not limited to, commercial paint manufacturers, pharmaceutical equipment manufacturers, process control companies, currency paper and ink manufacturers, security card, reader, and scanner manufacturers, food processing, and electronic gaming.

Through our wholly owned subsidiary, TransTech Systems, Inc., based in Aurora, Oregon, we provide value added security and authentication solutions to corporate and government security and law enforcement markets throughout the United States.

On June 10, 2013, we entered into a Purchase Agreement, Warrants, Registration Rights Agreement and Voting Agreement with Special Situations and forty other accredited investors, pursuant to which we issued 52,300,000 shares of common stock at \$0.10 per share for a total of \$5,230,000, which amount includes the conversion of \$500,000 in outstanding debt of the Company owed to one of its officers. As part of the transaction, which closed on June 14, 2013, we issued to the investors (i) five year Series A Warrants to purchase a total of 52,300,000 shares of common stock at \$0.15 per share; and (ii) five year Series B Warrants to purchase a total of 52,300,000 shares of common stock at \$0.20 per share. The transaction was entered into to strengthen our balance sheet, complete the purchase of our TransTech subsidiary, and provide working capital to support the rapid movement of our ChromaID technology into the marketplace.

We have a Joint Development Agreement through December 31, 2013 with Sumitomo Precision Products Co., Ltd., which focuses on the commercialization of the ChromaID™ technology as well as a License Agreement providing SPP with an exclusive license of the ChromaID™ technology in identified Asian territories. SPP is publicly traded in Japan and has operations in Japan, United States, China, United Kingdom, Canada and other parts of the world.

To date, we have been issued five patents by the United States Office of Patents and Trademarks. See page 16 for more detailed information regarding our patents and our business.

### Summary Financial Results

Net revenue for the nine months ended June 30, 2013 increased \$808,000 to \$6,334,000 as compared to \$5,526,000 for the nine months ended June 30, 2012. The increase was due to license revenue of \$667,000 from SPP and increased sales of \$5,667,000 at TransTech. Net revenue for the nine months ended June 30, 2012 reflected \$84,000 from SPP and sales of \$5,442,000 at TransTech. SPP paid the Company an initial payment of \$1 million under a License Agreement dated May 31, 2012 providing SPP with an exclusive license of our technology in identified Asian territories. This license revenue will be fully recognized by May 31, 2013. The TransTech increase primarily resulted from the release of new products.

Net loss for the nine months ended June 30, 2013 was \$5,463,000 as compared to a net loss of \$1,925,000 for the nine months ended June 30, 2012 for the reasons discussed above. The net loss included non-cash expenses of \$3,264,000. We expect losses to continue as we commercialize our ChromaID™ technology.

Net revenue for the year ended September 30, 2012 decreased \$1,212,000 to \$7,924,000 as compared to \$9,136,000 for the year ended September 30, 2011. The reduction was due to a large sale by TransTech to an aerospace company in the year ended September 30, 2011, which was not repeated in the year ended September 30, 2012. Net loss for the year ended September 30, 2012 was \$2,732,000 as compared to a net loss of \$2,410,000 for the year ended September 30, 2011. The net loss included non-cash expenses of \$1,302,000 and other business development and investor relation expenditures to expand the business.

### **Going Concern**

The accompanying financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. We incurred net losses of \$5,462,678 and \$2,725,692 for the nine months ended June 30, 2013 and the year ended September 30, 2012, respectively. Our net cash used in operating activities was \$2,468,603 for the nine months ended June 30, 2013 .

We anticipate that we will record losses from operations for the foreseeable future. As of June 30 , 2013, our accumulated deficit was \$19,378,609 . We have limited capital resources, and operations to date have been funded with the proceeds from private equity and debt financings and loans from Ronald P. Erickson, our Chief Executive Officer . These conditions raise substantial doubt about our ability to continue as a going concern. The audit report prepared by our independent registered public accounting firm relating to our financial statements for the year ended September 30, 2012 includes an explanatory paragraph expressing the substantial doubt about our ability to continue as a going concern.

Our continuation as a going concern is dependent upon obtaining additional working capital. The financial statements do not include any adjustments that might be necessary if we are unable to continue as a going concern.

### **Risks Factors**

We are subject to a number of risks, which the reader should be aware of before deciding to purchase the securities in this offering. These risks are discussed below in the section titled Risk Factors beginning on page 6 of this prospectus.

### **Corporate Information**

We were incorporated under the laws of the State of Nevada on October 8, 1998. Our executive offices are located at 500 Union Street, Suite 420, Seattle, WA 98101. Our telephone number is (206) 903-1351 and its principal website address is located at [www.visualant.net](http://www.visualant.net). The information on our website is not incorporated as a part of this prospectus.

### **The Company's Common Stock**

Our common stock currently trades on OTCQB under the symbol VSUL.

## **RISK FACTORS**

*An investment in our Common Stock involves a high degree of risk. You should carefully consider the following risk factors and other information in this prospectus before deciding to invest in shares of the Company's Common Stock. The most significant risks and uncertainties known and identified by our management are described below. If any of the following risks actually occurs, our business, financial condition, liquidity, results of operations and prospects for growth could be materially adversely affected, the trading price of our Common Stock could decline, and you may lose all or part of your investment. You should acquire shares of our Common Stock only if you can afford to lose your entire investment. We make various statements in this section that constitute "forward-looking statements". See "Forward-Looking Statements" beginning on page 11 of this prospectus.*

### **WE EXPECT TO NEED ADDITIONAL FINANCING TO SUPPORT OUR TECHNOLOGY DEVELOPMENT AND ONGOING OPERATIONS AND PAY OUR DEBTS.**

We expect that we will need additional financing to implement our business plan and to service our ongoing operations and pay our current debts . There can be no assurance that we will be able to secure any needed funding, or that if such funding is available, the terms or conditions would be acceptable to us. If we are unable to obtain additional financing when it is needed, we may have to restructure our operations.

If we raise additional capital through borrowing or other debt financing, we will incur substantial interest expense. Sales of additional equity securities will dilute on a pro rata basis the percentage ownership of all holders of common stock. When we raise more equity capital in the future, it will result in substantial dilution to our current stockholders.

#### THE SALE OF A SIGNIFICANT NUMBER OF OUR SHARES OF COMMON STOCK COULD DEPRESS THE PRICE OF OUR COMMON STOCK.

Sales or issuances of a large number of shares of common stock in the public market or the perception that sales may occur could cause the market price of our common stock to decline. As of August 16, 2013, there were approximately 166.7 million shares of our common stock issued and outstanding. If all 18,000,000 of the Series A Warrant shares that are covered by this prospectus and registration statement are issued, approximately 184,700,000 of the Company's currently authorized 500,000,000 shares of common stock will be issued and outstanding.

In addition, assuming approval of the increase in the number of authorized shares of common stock of the Company following the special meeting of stockholders as discussed in Business below, an additional 34,300,000 shares will be subject to issuance upon exercise of the Series A Warrants, and 52,300,000 shares will be subject to issuance upon exercise of the Series B Warrants. If all such shares are issued, there would be 271,300,000 shares of common stock issued and outstanding.

The Company has also issued 5,230,000 placement agent warrants and is obligated to issue up to 5,230,000 additional placement agent warrants under certain circumstances as more fully described in the description of the transaction in "Business" below, which has the potential to add an additional 10,460,000 shares to the total number of shares of common stock issued and outstanding.

Significant shares of common stock are held by our principal shareholders, other Company insiders and other large shareholders. As affiliates as defined under Rule 144 of the Securities Act or Rule 144 of the Company, our principal shareholders, other Company insiders and other large shareholders may only sell their shares of common stock in the public market pursuant to an effective registration statement or in compliance with Rule 144.

Some of the present shareholders have acquired shares at prices as low as \$0.001 per share, whereas other shareholders have purchased their shares at prices ranging from \$0.05 to \$0.75 per share.

In addition, as of August 16, 2013, there are also options outstanding for the purchase of 11.0 million common shares at a \$0.131 average strike price, and warrants for the purchase of 112.4 million common shares at a \$0.173 average exercise price.

These options and warrants could result in further dilution to common stock holders and may affect the market price of the common stock.

#### OUR PRIVATE PLACEMENT WHICH CLOSED JUNE 14, 2013 MAY REQUIRE ADJUSTMENT IN THE EXERCISE PRICE OF THE WARRANTS ISSUED.

The warrants issued in connection with the recent transaction with Special Situations may require an adjustment in the exercise price of the warrants if we issue common stock, warrants or equity below the price that is reflected in the warrants. This adjustment may affect the market price of the common stock.

#### WE MAY ENGAGE IN ACQUISITIONS, MERGERS, STRATEGIC ALLIANCES, JOINT VENTURES AND DIVESTITURES THAT COULD RESULT IN FINANCIAL RESULTS THAT ARE DIFFERENT THAN EXPECTED.

In the normal course of business, we engage in discussions relating to possible acquisitions, equity investments, mergers, strategic alliances, joint ventures and divestitures. Such transactions are accompanied by a number of risks, including:

- Use of significant amounts of cash;
- Potentially dilutive issuances of equity securities on potentially unfavorable terms;
- Incurrence of debt on potentially unfavorable terms as well as impairment expenses related to goodwill and amortization expenses related to other intangible assets; and
- The possibility that we may pay too much cash or issue too many of our shares as the purchase price for an acquisition relative to the economic benefits that we ultimately derive from such acquisition.

The process of integrating any acquisition may create unforeseen operating difficulties and expenditures. The areas where we may face difficulties include:

- Diversion of management time, during the period of negotiation through closing and after closing, from its focus on operating the businesses to issues of integration;
- Decline in employee morale and retention issues resulting from changes in compensation, reporting relationships, future prospects or the direction of the business;
- The need to integrate each Company's accounting, management information, human resource and other administrative systems to permit effective management, and the lack of control if such integration is delayed or not implemented;
- The need to implement controls, procedures and policies appropriate for a public Company that may not have been in place in private companies, prior to acquisition;
- The need to incorporate acquired technology, content or rights into our products and any expenses related to such integration; and
- The need to successfully develop any acquired in-process technology to realize any value capitalized as intangible assets.

From time to time, we have also engaged in discussions with candidates regarding the potential acquisitions of our product lines, technologies and businesses. If a divestiture such as this does occur, we cannot be certain that our business, operating results and financial condition will not be materially and adversely affected. A successful divestiture depends on various factors, including our ability to:

- Effectively transfer liabilities, contracts, facilities and employees to any purchaser;
- Identify and separate the intellectual property to be divested from the intellectual property that we wish to retain;
- Reduce fixed costs previously associated with the divested assets or business; and
- Collect the proceeds from any divestitures.

In addition, if customers of the divested business do not receive the same level of service from the new owners, this may adversely affect our other businesses to the extent that these customers also purchase other products offered by us. All of these efforts require varying levels of management resources, which may divert our attention from other business operations.

If we do not realize the expected benefits or synergies of any divestiture transaction, our consolidated financial position, results of operations, cash flows and stock price could be negatively impacted.

#### WE MAY INCUR LOSSES IN THE FUTURE.

We have experienced net losses since inception. As of June 30, 2013, we had an accumulated deficit of \$19.4 million. There can be no assurance that we will achieve or maintain profitability.

#### THE MARKET PRICE OF OUR COMMON STOCK HAS BEEN AND MAY CONTINUE TO BE VOLATILE.

The market price of our common stock has been and is likely in the future to be volatile. Our common stock price may fluctuate in response to factors such as:

- Announcements by us regarding liquidity, significant acquisitions, equity investments and divestitures, strategic relationships, addition or loss of significant customers and contracts, capital expenditure commitments and litigation;
- Issuance of convertible or equity securities and related warrants for general or merger and acquisition purposes;
- Issuance or repayment of debt, accounts payable or convertible debt for general or merger and acquisition purposes;
- Sale of a significant number of shares of our common stock by shareholders;
- General market and economic conditions;
- Quarterly variations in our operating results;
- Investor and public relation activities;
- Announcements of technological innovations;
- New product introductions by us or our competitors;
- Competitive activities; and
- Additions or departures of key personnel.

These broad market and industry factors may have a material adverse effect on the market price of our common stock, regardless of our actual operating performance. These factors could have a material adverse effect on our business, financial condition and results of operations.



#### TRADING IN THE COMPANY'S STOCK MAY BE RESTRICTED BY THE SEC'S PENNY STOCK REGULATIONS.

Our stock is categorized as a penny stock. The SEC has adopted Rule 15c-2-01 which generally defines "penny stock" to be any equity security that has a market price (as defined) less than US \$ 5.00 per share or an exercise price of less than US \$ 5.00 per share, subject to certain exclusions, none of which apply to our stock (e.g., net tangible assets in excess of \$2,000,000 or average revenue of at least \$6,000,000 for the last three years). Our securities are covered by the penny stock rules, which impose additional sales practice requirements on broker-dealers who sell to persons other than established customers and accredited investors. The penny stock rules require a broker-dealer, prior to a transaction in a penny stock not otherwise exempt from the rules, to deliver a standardized risk disclosure document in a form prepared by the SEC which provides information about penny stocks and the nature and level of risks in the penny stock market. The broker-dealer also must provide the customer with current bid and offer quotations for the penny stock, the compensation of the broker-dealer and its salesperson in the transaction, and monthly account statements showing the market value of each penny stock held in the customer's account. The bid and offer quotations, and the broker-dealer and salesperson compensation information, must be given to the customer orally or in writing prior to effecting the transaction and must be given to the customer in writing before or with the customer's confirmation. In addition, the penny stock rules require that prior to a transaction in a penny stock not otherwise exempt from these rules, the broker-dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written agreement to the transaction. Finally, broker-dealers may not handle penny stocks under \$0.10 per share.

These disclosure requirements reduce the level of trading activity in the secondary market for the stock that is subject to these penny stock rules. Consequently, these penny stock rules affect the ability of broker-dealers to trade our securities. We believe that the penny stock rules discourage investor interest in and limit the marketability of our common stock to current and future investors, resulting in limited ability for investors to sell their shares.

#### FINRA SALES PRACTICE REQUIREMENTS MAY ALSO LIMIT A SHAREHOLDER'S ABILITY TO BUY AND SALE OUR STOCK.

In addition to the "penny stock" rules described above, FINRA has adopted rules that require that in recommending an investment to a customer, a broker-dealer must have reasonable grounds for believing that the investment is suitable for that customer. Prior to recommending speculative low priced securities to their non-institutional customers, broker-dealers must make reasonable efforts to obtain information about the customer's financial status, tax status, investment objectives and other information. Under interpretations of these rules, FINRA believes that there is a high probability that speculative low priced securities will not be suitable for at least some customers. The FINRA requirements make it more difficult for broker-dealers to recommend that their customers buy our common stock, which may limit your ability to buy and sell our stock and have an adverse effect on the market for our shares.

The penny stock rules may discourage investor interest in and limit the marketability of our common stock to current and future investors, resulting in limited ability for investors to sell their shares.

#### WE ARE DEPENDENT ON KEY PERSONNEL.

Our success depends to a significant degree upon the continued contributions of key management and other personnel, some of whom could be difficult to replace. We do not maintain key man life insurance covering certain of our officers. Our success will depend on the performance of our officers, our ability to retain and motivate our officers, our ability to integrate new officers into our operations, and the ability of all personnel to work together effectively as a team. Our officers do not have employment agreements. Our failure to retain and recruit officers and other key personnel could have a material adverse effect on our business, financial condition and results of operations.

#### WE HAVE LIMITED INSURANCE.

We have limited directors' and officers' liability insurance and commercial liability insurance policies. Any significant claims would have a material adverse effect on our business, financial condition and results of operations.

#### OUR JOINT DEVELOPMENT AGREEMENT WITH SUMITOMO PRECISION PRODUCTS CO. LTD IS IMPORTANT TO OUR OPERATIONS AND IS SUBJECT TO EXPIRATION.

On May 31, 2012, we entered into a Joint Research and Product Development Agreement with SPP for the commercialization of our ChromaID technology. The term of the Joint Development Agreement was extended to December 31, 2013. This Joint Development Agreement focuses on the commercialization of our ChromaID™ technology. Our failure to operate in accordance with the terms of the Joint Development Agreement could result in the agreement not being renewed at the expiration of its current term.

WE NEED TO CONTINUE AS A GOING CONCERN IF OUR BUSINESS IS TO SUCCEED.

Our financial statements and notes for the nine months ended June 30, 2013 indicate that there are a number of factors that raise substantial doubt about our ability to continue as a going concern. Such factors identified in the report result from net losses, negative working capital, and the need for additional financing to implement our business plan and service our debt repayments. If we are not able to continue as a going concern, it is likely investors will lose their investments.

WE MAY BE UNABLE TO PROTECT OUR IP RIGHTS, WHICH WOULD HARM OUR BUSINESS, FINANCIAL CONDITION AND OPERATING RESULTS.

We rely on a combination of patent, trademark, and trade secret laws, confidentiality procedures and licensing arrangements to protect our IP rights.

There can be no assurance that:

- any of our existing patents will continue to be held valid, if challenged;
- patents will be issued for any of our pending applications;
- any claims allowed from existing or pending patents will have sufficient scope or strength to protect us;
- our patents will be issued in the primary countries where our products are sold in order to protect our rights and potential commercial advantage; or
- any of our products or technologies will not infringe on the patents of other companies.

If we are enjoined from selling our products, or if we are required to develop new technologies or pay significant monetary damages or are required to make substantial royalty payments, our business and results of operations would be harmed.

WE ARE SUBJECT TO CORPORATE GOVERNANCE AND INTERNAL CONTROL REQUIREMENTS, AND OUR COSTS RELATED TO COMPLIANCE WITH, OR OUR FAILURE TO COMPLY WITH EXISTING AND FUTURE REQUIREMENTS, COULD ADVERSELY AFFECT OUR BUSINESS.

We must comply with corporate governance requirements under the Sarbanes-Oxley Act of 2002 and the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as well as additional rules and regulations currently in place and that may be subsequently adopted by the SEC and the Public Company Accounting Oversight Board. These laws, rules, and regulations continue to evolve and may become increasingly stringent in the future. We are required to include management's report on internal controls as part of our annual report pursuant to Section 404 of the Sarbanes-Oxley Act. We strive to continuously evaluate and improve our control structure to help ensure that we comply with Section 404 of the Sarbanes-Oxley Act. The financial cost of compliance with these laws, rules, and regulations is expected to remain substantial.

Our management has concluded that our disclosure controls and procedures were not effective due to the presence of the following material weaknesses in internal control over financial reporting:

While we have an audit committee, we lack a financial expert. During 2013, the Board expects to appoint an additional independent Director to serve as Audit Committee Chairman who is an audit committee financial expert as defined by the SEC and as adopted under the Sarbanes-Oxley Act of 2002.

Management anticipates that such disclosure controls and procedures will not be effective until the material weaknesses are remediated. We cannot assure you that we will be able to fully comply with these laws, rules, and regulations that address corporate governance, internal control reporting, and similar matters. Failure to comply with these laws, rules and regulations could materially adversely affect our reputation, financial condition, and the value of our securities.

THE OFFERING MAY NOT COVER ALL DEBTS DUE IN THE NEXT SIX MONTHS.

The funds received by the Company in the Special Situations transaction may not cover all debts and other obligations due in the coming months. We may need additional financing within the next six months. If we raise additional capital through borrowing or other debt financing, we will incur substantial interest expense. Sales of additional equity securities will dilute on a pro rata basis the percentage ownership of all holders of common stock. When we raise more equity capital in the future, it will result in substantial dilution to our current stockholders.

WE MAY ISSUE PREFERRED STOCK THAT COULD HAVE RIGHTS THAT ARE PREFERENTIAL TO THE RIGHTS OF COMMON STOCK THAT COULD DISCOURAGE POTENTIALLY BENEFICIAL TRANSACTIONS TO OUR COMMON SHAREHOLDERS.

An issuance of additional shares of preferred stock could result in a class of outstanding securities that would have preferences with respect to voting rights and dividends and in liquidation over our common stock and could, upon conversion or otherwise, have all of the rights of our common stock. Our Board of Directors' authority to issue preferred stock could discourage potential takeover attempts or could delay or prevent a change in control through merger, tender offer, proxy contest or otherwise by making these attempts more difficult or costly to achieve. The issuance of preferred stock could impair the voting, dividend and liquidation rights of common stockholders without their approval.

IF THE COMPANY WERE TO DISSOLVE OR WIND-UP, HOLDERS OF OUR COMMON STOCK MAY NOT RECEIVE A LIQUIDATION DISTRIBUTION.

If we were to wind-up or dissolve the Company and liquidate and distribute our assets, our shareholders would share ratably in our assets only after we satisfy any amounts we owe to our creditors. If our liquidation or dissolution were attributable to our inability to profitably operate our business, then it is likely that we would have material liabilities at the time of liquidation or dissolution. Accordingly, we cannot give you any assurance that sufficient assets will remain available after the payment of our creditors to enable you to receive any liquidation distribution with respect to any shares you may hold.

#### **FORWARD-LOOKING STATEMENTS**

This prospectus contains forward-looking statements. Such forward-looking statements include statements regarding, among other things, (a) our expectations about product development activities, (b) our growth strategies, (c) anticipated trends in our industry, (d) our future financing plans, and (e) our anticipated needs for working capital. Forward-looking statements, which involve assumptions and describe our future plans, strategies, and expectations, are generally identifiable by use of the words may, will, should, expect, anticipate, estimate, believe, intend, or project or the negative of these words or other variations on these words or comparable terminology. This information may involve known and unknown risks, uncertainties, and other factors that may cause our actual results, performance, or achievements to be materially different from the future results, performance, or achievements expressed or implied by any forward-looking statements. Actual events or results may differ materially from those discussed in forward-looking statements as a result of various factors, including, without limitation, the risks outlined under "Risk Factors" and matters described in this prospectus generally. In light of these risks and uncertainties, the events anticipated in the forward-looking statements may not occur. These statements are based on current expectations and speak only as of the date of such statements. We undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of future events, new information or otherwise.

The information contained in this prospectus, as well as in our SEC filings, identifies important factors that could adversely affect actual results and performance. Prospective investors are urged to carefully consider such factors.

All forward-looking statements attributable to us are expressly qualified in their entirety by the foregoing cautionary statements.

#### **USE OF PROCEEDS**

We will not receive any proceeds from the sale of the common stock by the selling security holders. All proceeds from the sale of such securities offered by the selling security holders under this prospectus will be for the account of the selling security holders, as described below in the sections entitled Selling Security Holders and Plan of Distribution. With the exception of any brokerage fees and commissions which are the respective obligations of the selling security holders, we are responsible for the fees, costs and expenses of this registration statement, which includes our legal and accounting fees, printing costs, and filing and other miscellaneous fees and expenses.

#### **DILUTION**

##### **Net Tangible Book Value**

As of March 31, 2013, the net tangible book value of the Company was a deficit of \$(3,313,195) or approximately \$(0.030) per share based upon 111,978,606 shares of common stock outstanding.

##### **Dilution to Investors in the Private Placement**

The investors in the private placement which closed on June 14, 2013 paid (or will pay, assuming the full exercise of the warrants for 18,000,000 shares of common stock at \$0.15 per share) a total of \$7,930,000, resulting in an average price per share of common stock of approximately \$0.113. The private placement resulted in the Company's net tangible book value increasing to \$3,309,760 or approximately \$0.018 per share of common stock based upon 184,677,149 common shares outstanding. This assumes the full exercise of the warrants for 18,000,000 common shares at \$0.15 per share that were issued in the private placement, the underlying shares of which are included in this registration statement.

The investors who acquired shares in the private placement suffered immediate dilution and upon exercise of the warrants will suffer total dilution in the amount of \$0.095 per share. As a result of the private placement, our existing stockholders experienced an increase in the net tangible book value of their shares of \$0.048 per share without any additional investment on their part.

The stockholders who acquired shares in the private placement will own approximately 38.1% of the total number of outstanding shares (assuming full exercise of the warrants for 18,000,000 common shares) for which they will have made a cash investment of \$7,930,000, or approximately \$0.113 per share.

The following table reflects the change in net tangible book value and resulting dilution to investors in the private placement, and compares the differences in investment by the investors acquiring shares in the private placement with investment in our shares by our existing stockholders:

Private placement average price per share of common stock(52,300,000 shares at \$0.10 per share and assuming full exercise of the Warrants for 18,000,000 shares at \$0.15 per share)	\$0.113
Net Tangible Book Value per share prior to private placement	\$(0.030)
Net Tangible Book Value per share after private placement	\$0.018
Dilution to stockholders in private placement (assuming full exercise of Warrants for 18,000,000 shares at \$0.15 per share)	\$0.095
Increase in Net Tangible Book Value to existing stockholders following the private placement (without any additional investment by existing stockholders)	\$0.048

The net tangible book value of the Company will remain the same upon the purchase of any shares from the selling stockholders in this registration statement. The purchasers of these shares will suffer immediate and substantial dilution of approximately \$0.095 per share assuming the shares are purchased for the same price at which the investors in the private placement purchased these shares.

#### SELLING SECURITY HOLDERS

The following table sets forth the number of shares of our common stock which may be sold by each of the selling security holders pursuant to this prospectus, including: (i) 52,300,000 shares of common stock issued to Special Situations and the Investors pursuant to the Private Placement which closed June 14, 2013; and (ii) 18,000,000 shares of common stock issuable upon exercise of a portion of the Series A Warrants to purchase a total of 52,300,000 shares of common stock at \$0.15 per share, which Series A Warrants were issued as part of the above-referenced Private Placement. All 52,300,000 shares issuable upon exercise of the Series A Warrants are not covered by this prospectus and registration statement because we currently have an insufficient number of authorized shares of common stock to permit the exercise of all of the Series A Warrants. We agreed to register for resale the shares covered by this prospectus as a condition to the purchase of these securities, which were sold in a private offering resulting in the purchasers holding restricted securities.

We are registering these securities in order to permit the selling security holders to dispose of the shares of common stock, or interests therein, from time to time.

The selling security holders may decide to sell all, some, or none of the securities listed below. See the Plan of Distribution. We cannot provide an estimate of the number of securities that any of the selling security holders will hold in the future. For purposes of this table, beneficial ownership is determined in accordance with the rules of the SEC, and includes voting power and investment power with respect to such securities.

Except for Ronald P. Erickson and affiliated entities, Mark Scott or as indicated in the section of this prospectus entitled Certain Relationships and Related Party Transactions beginning on page 36 no selling security holder has had any material relationship with us or our affiliates during the last three years. Except as disclosed below, to the best of the Company's knowledge, no selling security holder is a registered broker-dealer or an affiliate of a broker-dealer. GVC Capital and affiliates acquired their beneficially owned shares in private transactions in early 2013, prior to the transaction with Special Situations. The Offering is not on behalf of us.

The table below lists the selling security holders and other information regarding the beneficial ownership of the shares of common stock by each of the selling security holders. Column B lists the number of shares of common stock beneficially owned by each selling security holder as of August 16, 2013. Column C lists the shares of common stock covered by this prospectus that may be disposed of by each of the selling security holders. Column D lists the shares of common stock not covered by this prospectus but are considered beneficially owned. Column E lists the number of shares of common stock that will be beneficially owned by the selling security holders assuming all of the shares covered by this prospectus are sold. Column F lists the percentage of class beneficially owned based on 295,271,200 shares of common stock outstanding on August 16, 2013 on a fully diluted basis.

Name of Selling Shareholder (A)	Securities Beneficially Owned Prior to Offering (B)	Securities Being Offered (C)	Warrant A Being Offered (C)	Warrant A and B Not Being Offered (D)	Placement Agent Warrants (D)	Securities Beneficially Owned After Offering (E)	% Beneficial Ownership After Offering (F)
Michael E. Donnelly (1)	32,603	500,000	172,084	827,916	597,340	1,457,859	*
Michael L. Conn	-	250,000	86,042	413,958	-	413,958	*
Growth Ventures, Inc. Pension Plan & Trust/ Gary McAdam	-	500,000	172,084	827,916	-	827,916	*
Edward Staas	-	180,000	61,950	298,050	-	298,050	*
Jim Bisping	-	100,000	34,417	165,583	-	165,583	*
William D. Moreland	-	3,000,000	1,032,505	4,967,495	-	4,967,495	1.7%
Tom Juda & Nancy Juda Living Trust (3)	-	1,000,000	344,168	1,655,832	-	1,655,832	*
Margaret Bathgate (1)	775,000	750,000	258,126	1,241,874	-	2,016,874	*
Delaware Charter G & T Co FBO Steven M. Bathgate (1)	2,286,300	250,000	86,042	413,958	618,190	3,318,448	1.1%
Len Goldberg	900,000	600,000	206,501	993,499	-	1,893,499	*
Michael S. Barish	-	1,500,000	516,252	2,483,748	-	2,483,748	*
Alva Terry Staples	-	250,000	86,042	413,958	-	413,958	*
Lucky Dog LLC/ Robert Doane	-	500,000	172,084	827,916	-	827,916	*
High Speed Aggregate, Inc./ Jeff Ploen	-	250,000	86,042	413,958	-	413,958	*
Wallace Family Trust John Wallace	-	1,000,000	344,168	1,655,832	-	1,655,832	*
H. Leigh Severance	1,000,000	500,000	172,084	827,916	-	1,827,916	*
Stephanie L. Russo	-	350,000	120,459	579,541	-	579,541	*
Robert G. Allison	-	750,000	258,126	1,241,874	-	1,241,874	*
Aeneas Valley Holdings LLC/ Scott Wilburn	-	2,000,000	688,337	3,311,663	-	3,311,663	1.1%
Viva CO LLC/ Douglas Kelsall and Steven Bathgate (1)	500,000	250,000	86,042	413,958	-	913,958	*
Delaware Charter G & T Co FBO John Jenkins	-	250,000	86,042	413,958	-	413,958	*
Diker Micro-Cap Fund, LP/ Mark Diker	-	3,500,000	1,204,589	5,795,411	-	5,795,411	2.0%
Delaware Charter G & T Co. FBO Shane T. Petersen	-	150,000	51,625	248,375	-	248,375	*
Delaware Charter G & T Co FBO Douglas Kelsall	-	250,000	86,042	413,958	-	413,958	*
Liolios Family Trust/ Scott Liolios (1)	-	250,000	86,042	413,958	500,000	913,958	*
Herbert C. Brosnan Jr	-	350,000	120,459	579,541	-	579,541	*
Alan Budd Zuckerman (2)	-	1,000,000	344,168	1,655,832	2,295,000	3,950,832	1.3%
J3E2A2Z LP, an affiliate of Ronald P. Erickson, our CEO	12,328,373	5,000,000	1,720,841	8,279,159	-	20,607,532	7.0%
GVC Capital LLC/ Vicki Barone (1)	-	1,500,000	516,252	2,483,748	-	2,483,748	*
John D. Gibbs	1,000,000	250,000	86,042	413,958	-	1,413,958	*
Jeb Partners LP/ Jeb Besser	-	1,500,000	516,252	2,483,748	-	2,483,748	*
Special Situations Technology Funds, L.P./ Adam Stettner	-	15,900,000	5,472,275	26,327,725	-	26,327,725	8.9%
Rapture Investments LP/ Cooper Dubois	-	5,000,000	1,720,841	8,279,159	-	8,279,159	2.8%
Delaware Charter G&T Co. FBO: Rod Cerny (4)	-	150,000	51,625	248,375	-	248,375	*
Mark Scott, our CFO	2,268,500	100,000	34,417	165,583	-	2,434,083	*
Patrick Lin	-	250,000	86,042	413,958	-	413,958	*
SouthShore Capital Partners, LP/ Thomas Turner	-	500,000	172,084	827,916	-	827,916	*
David R. Morgan	-	500,000	172,084	827,916	-	827,916	*
Daniel S. & Patrice M. Perkins	-	250,000	86,042	413,958	-	413,958	*
Millennium Trust Company LLC Cust. FBO John Seabern	-	1,000,000	344,168	1,655,832	-	1,655,832	*
Financial America Securities, Inc. (1)	-	-	-	-	5,250	5,250	*
Matthew Kelsall (1)	-	-	-	-	250,220	250,220	*
Richard Huebner (1)	-	-	-	-	126,000	126,000	*
Anita Dudley (1)	-	-	-	-	5,000	5,000	*
Andrea Kidd (1)	-	-	-	-	10,000	10,000	*
GVC Partners LLC (1)	-	-	-	-	493,900	493,900	*
Delaware Charter G&T Co. FBO: Vicki Barone (1)	-	170,000	58,509	281,491	329,100	610,591	*
	21,090,776	52,300,000	18,000,000	86,600,000	5,230,000	112,920,776	

\*Less than 1% ownership.

- (1) 5,230,000 Placement Agent Warrants were allocated to employees of the placement agent and other participating FINRA Firms. GVC Partners LLC is the holding company of the placement agent GVC Capital LLC. GVC Partners LLC registered owners of GVC Partners LLC disclaim beneficial ownership of the shares allocated to it.
- (2) Affiliated directly or indirectly with G. Select Securities LLC, a registered broker-dealer.
- (3) Affiliated directly or indirectly with Concept Capital Markets LLC, a registered broker-dealer.
- (4) Affiliated directly or indirectly with Smith Hayes Advisors, Inc., a registered broker-dealer.

#### PLAN OF DISTRIBUTION

We are registering shares of common stock that have been issued by us to forty-one investors pursuant to a Private Placement with Special Situations which closed June 14, 2013 in order to permit the resale of these shares of common stock as required under the terms of the Purchase Agreement and the related Registration Rights Agreement between the Company and the investors. We will not receive any of the proceeds from the sale of these shares of common stock by the selling stockholders. Under the terms of the Registration Rights Agreement, we have agreed to pay all fees and expenses incident to our obligation to register these shares of common stock.

The selling stockholders may decide not to sell any of their respective shares of common stock, or may sell all or a portion of the shares of common stock beneficially owned by them. The selling stockholders will act independently of us in making decisions with respect to the timing, manner and size of any sale of shares, and may sell the shares directly or through one or more broker-dealers or agents. To the extent that any of the selling stockholders employ broker-dealers or other agents in connection with the sale of their respective shares of stock, such selling stockholders will pay any commissions, discounts or other amounts due to such broker-dealers or agents. To our knowledge, the Investors have not entered into any agreement, arrangement or understanding with any particular broker-dealer or market maker with respect to the sale or distribution of the shares of common stock offered hereby, nor do we know the identity of any broker-dealers or market makers that may participate in the resale of the shares.

The selling stockholders, which as used herein includes donees, pledgees, transferees or other successors-in-interest selling shares of common stock or interests in shares of common stock received after the date of this prospectus from a selling stockholder as a gift, pledge, partnership distribution or other transfer, may, from time to time, sell, transfer or otherwise dispose of any or all of their shares of common stock or interests in shares of common stock on any stock exchange, market or trading facility on which the shares are traded or in private transactions. These dispositions may be at fixed prices, at prevailing market prices at the time of sale, at prices related to the prevailing market price, at varying prices determined at the time of sale, or at negotiated prices.

The selling stockholders may use any one or more of the following methods when disposing of shares or interests therein:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent, but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- short sales effected after the date the registration statement of which this Prospectus is a part is declared effective by the SEC;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- broker-dealers may agree with the selling stockholders to sell a specified number of such shares at a stipulated price per share;
- a combination of any such methods of sale; and
- any other method permitted by applicable law.

The selling stockholders may, from time to time, pledge or grant a security interest in some or all of the shares of common stock owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the shares of common stock, from time to time, under this prospectus, or under an amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act amending the list of selling stockholders to include the pledgee, transferee or other successors in interest as selling stockholders under this prospectus. The selling stockholders also may transfer the shares of common stock in other circumstances, in which case the transferees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus.

In connection with the sale of our common stock or interests therein, the selling stockholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the common stock in the course of hedging the positions they assume. The selling stockholders may also sell shares of our common stock short and deliver these securities to close out their short positions, or loan or pledge the common stock to broker-dealers that in turn may sell these securities. The selling stockholders may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities which require the delivery to such broker-dealer or other financial institution of shares offered by this prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus as supplemented or amended to reflect such transaction.

The aggregate proceeds to the selling stockholders from the sale of the common stock offered by them will be the purchase price of the common stock less discounts or commissions, if any. Each of the selling stockholders reserves the right to accept and, together with their agents from time to time, to reject, in whole or in part, any proposed purchase of common stock to be made directly or through agents. We will not receive any of the proceeds from these stock sales. Upon any exercise by the holders of the Series A Warrants by payment of cash, however, the Company will receive the exercise price of such Series A Warrants.

The selling stockholders also may resell all or a portion of the shares in open market transactions in reliance upon Rule 144 under the Securities Act of 1933, provided that they meet the criteria and conform to the requirements of that rule.

The selling stockholders and any underwriters, broker-dealers or agents that participate in the sale of the common stock or interests therein may be "underwriters" within the meaning of Section 2(11) of the Securities Act. Any discounts, commissions, concessions or profit they earn on any resale of the shares may be underwriting discounts and commissions under the Securities Act. Selling stockholders who are "underwriters" within the meaning of Section 2(11) of the Securities Act will be subject to the prospectus delivery requirements of the Securities Act.

To the extent required, the shares of our common stock to be sold, the names of the selling stockholders, the respective purchase prices and public offering prices, the names of any agents, dealer or underwriter, any applicable commissions or discounts with respect to a particular offer will be set forth in an accompanying prospectus supplement or, if appropriate, a post-effective amendment to the registration statement that includes this prospectus.

In order to comply with the securities laws of some states, if applicable, the common stock may be sold in these jurisdictions only through registered or licensed brokers or dealers. In addition, in some states the common stock may not be sold unless it has been registered or qualified for sale or an exemption from registration or qualification requirements is available and is complied with.

We have advised the selling stockholders that the anti-manipulation rules of Regulation M under the Exchange Act may apply to sales of shares in the market and to the activities of the selling stockholders and their affiliates. In addition, to the extent applicable we will make copies of this prospectus as it may be supplemented or amended from time to time available to the selling stockholders for the purpose of satisfying the prospectus delivery requirements of the Securities Act. The selling stockholders may indemnify any broker-dealer that participates in transactions involving the sale of the shares against certain liabilities, including liabilities arising under the Securities Act.

We have agreed to indemnify the selling stockholders against liabilities, including liabilities under the Securities Act and state securities laws, arising out of or based upon (i) any untrue statement or omission of any material fact contained in this prospectus and registration statement, including any amendment or supplement thereof, (ii) any blue sky application filed by the Company in any state in order to qualify the shares covered by this prospectus under the securities laws of such state; (iii) the omission in any blue sky application of a material fact required or necessary to make any statement therein not misleading; (iv) any violation by the Company of any rule or regulation under the Securities Act relating to the registration of the shares covered by this prospectus; or (v) any failure by the Company to register or qualify the shares covered by this prospectus in any state where the Company has affirmatively undertaken such registration or qualification on a selling stockholder's behalf; provided, however, that the Company will not be liable to the extent any liability arises out of or is based upon an untrue statement or omission made or furnished by any selling stockholder for use in this prospectus and registration statement.

We also have agreed with the selling stockholders to keep the registration statement of which this prospectus constitutes a part effective until the earlier of (1) the date on which all of the shares covered by this prospectus have been sold, or (2) the date on which all of the shares may be sold without restriction pursuant to Rule 144 of the Securities Act.

#### **LEGAL MATTERS**

Fifth Avenue Law Group PLLC has rendered an opinion regarding the legality of the issuance of the shares of common stock being registered in this prospectus. In the past, we have paid the law firm of Fifth Avenue Law Group PLLC for a portion of its services with our common stock. As of the filing of this Registration Statement, Fifth Avenue Law Group PLLC holds 1,066,667 shares of our common stock (which constitutes approximately 0.6% of the Registrant's total issued and outstanding common stock) with a market value of approximately \$106,667.

#### **INTERESTS OF NAMED EXPERTS AND COUNSEL**

No expert or counsel named in this prospectus as having prepared or certified any part of this prospectus or having given an opinion upon the validity of the securities being registered or upon other legal matters in connection with the registration or offering of the common stock was employed on a contingency basis, or had (except as disclosed in the preceding section entitled Legal Matters), or is to receive in connection with the filing, a substantial interest, direct or indirect, in the Company or any of its subsidiaries. Nor was any such person connected with the Company or any of its subsidiaries as a promoter, managing or principal underwriter, voting trustee, director, officer, or employee.

The financial statements included in this prospectus and registration statement for the fiscal year ended September 30, 2012 have been audited by PMB Helin Donovan, LLP, the Company's independent registered public accounting firm, and are included in reliance upon such report given upon the authority of said firm as experts in auditing and accounting.

The financial statements included in this prospectus and registration statement for the fiscal year ended September 30, 2011 have been audited by Madsen & Associates CPA's, Inc., the Company's previous independent registered public accounting firm, and are included in reliance upon such report given upon the authority of said firm as experts in auditing and accounting.

## BUSINESS

### **The Company and our Business**

We were incorporated under the laws of the State of Nevada on October 8, 1998 with authorized common stock of 500,000,000 shares at \$0.001 par value. On September 13, 2002, 50,000,000 shares of preferred stock with a par value of \$0.001 were authorized by the shareholders. There are no preferred shares issued and the terms have not been determined. Our executive offices are located in Seattle, Washington.

The following summarizes our plans for our ChromaID™ technology, which is expected to provide the majority of net revenues in future years. TransTech currently provides the majority of our net revenues. There is no government regulation to our business at this time.

### **Our ChromaID™ Technology**

We have invented a way to project light at a material (solid surface, liquid, or gas) and measure the amount of light that is reflected back. The pattern of this reflected light is compared to other patterns we have captured and this allows us to identify, detect, or diagnose materials that cannot be identified by the human eye. We refer to this pattern of reflected light as a ChromaID™. We design ChromaID scanning devices made with electronic, optical, and software parts to produce and capture the light.

Our first product, the ChromaID F12 Lab Kit, scans and identifies solid surfaces. We are marketing this product to customers who are considering licensing the technology. Target markets include, but are not limited to, commercial paint manufacturers, pharmaceutical equipment manufacturers, process control companies, currency paper and ink manufacturers, security card, reader, and scanner manufacturers, food processing, and electronic gaming.

### **Our Patents**

On August 9, 2011, we were issued US Patent No. 7,996,173 B2 entitled “Method, Apparatus and Article to Facilitate Distributed Evaluation of Objects Using Electromagnetic Energy,” by the United States Office of Patents and Trademarks. The patent expires August 24, 2029.

On December 13, 2011, we were issued US Patent No. 8,076,630 B2 entitled “System and Method of Evaluating an Object Using Electromagnetic Energy” by the United States Office of Patents and Trademarks. The patent expires November 7, 2028.

On December 20, 2011, we were issued US Patent No. 8,081,304 B2 entitled “Method, Apparatus and Article to Facilitate Evaluation of Objects Using Electromagnetic Energy” by the United States Office of Patents and Trademarks. The patent expires July 28, 2030.

On October 9, 2012, we were issued US Patent No. 8,285,510 B2 entitled “Method, Apparatus, and Article to Facilitate Distributed Evaluation of Objects Using Electromagnetic Energy” by the United States Office of Patents and Trademarks. The patent expires July 31, 2027.

On February 5, 2013, we were issued US Patent No. 8,368,878 B2 entitled “Method, Apparatus and Article To Facilitate Evaluation of Objects Using Electromagnetic Energy by the United States Office of Patents and Trademarks. The patent expires July 31, 2027.

We are pursuing an aggressive patent strategy to expand our unique intellectual property in the United States and Japan and other countries.

### **Our Joint Development Agreement with Sumitomo Precision Products Co., Ltd.**

On May 31, 2012, we entered into a Joint Research and Product Development Agreement with SPP, a publicly-traded Japanese corporation, for the commercialization of our ChromaID™ technology. On March 29, 2013, we entered into an Amendment to Joint Research and Product Development Agreement or Amended Agreement with SPP. The Amended Agreement extends the Joint Development Agreement from March 31, 2013 to December 31, 2013 and focuses on the commercialization of our ChromaID™ technology.

SPP invested \$2,250,000 in exchange for 17,307,693 shares of restricted common shares priced at \$0.13 per share that was funded on June 21, 2012. SPP also paid the Company an initial payment of \$1 million in accordance for an exclusive License Agreement which covers select countries in Asia. A running royalty for the license granted under the License Agreement will be negotiated at the completion of the Joint Development Agreement. The SPP License fee was recorded as revenue over the life the Joint Development Agreement and was fully recorded as of May 31, 2013.



SPP is publicly traded in Japan and has operations in Japan, United States, China, United Kingdom, Canada and other parts of the world.

#### **Our Developing Markets and Customers.**

Our plan is to develop markets and customers who have a need to identify, detect, or diagnose flat surface materials which include, but are not limited to, commercial paint manufacturers, pharmaceutical equipment manufacturers, process control companies, currency paper and ink manufacturers, security card, reader, and scanner manufacturers, food processing, and electronic gaming.

Future market opportunities might include identification, detection, or diagnosis of:

- Powders for law enforcement applications,
- Drugs and drug container seals for protection against contamination and counterfeiting for pharmaceutical applications.
- Fruit and vegetable ripeness for agriculture applications,
- Noninvasive skin analysis for discovery of certain diseases or conditions for medical applications.

#### **Our Commercialization Plans for our ChromaID Technology.**

The current path to commercialization for the markets stated above is to sell a ChromaID F12 Lab Kit which includes:

- ChromaID F12 Scanner. A small device made with electronic, optical, and software parts which shine light onto a flat material and measures the amount of light that is reflected back. The device is the size of a flashlight (5.5" long and 1.25" diameter).
- ChromaID Lab Software. A software application that runs on a Windows Personal Computer. This software configures and controls the ChromaID F12 Scanner, displays the captured ChromaID Profile, and compares it to known ChromaID Profiles.

The ChromaID F12 Scanner allows customers to evaluate the technology and determine if it is appropriate for their application. The main electronic and optical parts of the ChromaID scanner can be supplied to customers to put in their own products, these parts are called the 'Scanhead'. A set of ChromaID Developer Tools are also available, which allows customers to develop their own products based on the ChromaID technology.

The ChromaID profile must be stored, managed, and readily accessible. The database can be owned and operated by the end customer, but in the case of thousands of ChromaID profiles database management may be outsourced to Visualant or a third party provider. These database services can be made available on a per-access transaction basis or on a monthly or annual subscription basis. The actual storage location of the database can be cloud-based or local depending on the requirements of access, size of the database and security as defined by the customer. As a result, large databases can be accessed by cell phone or other mobile technologies.

Based on the commercialization plans outlined above, revenue can be derived from several sources:

- Sale of the ChromaID F12 Lab Kit and ChromaID Developer Tools.
- Licensing of the ChromaID technology,
- Sales of the Scanhead and associated licensing and royalties.
- ChromaID database administration and management services.

#### **Our Acceleration of Business Development in the United States and Japan.**

We are coordinating the sales and marketing efforts of both Visualant and SPP to leverage market data and information in order to focus on specific target vertical markets which have the greatest potential for early adoption. The ChromaID F12 Lab Kit provides a means for us to demonstrate the technology to customers in these markets.

#### **Development of License, Royalty and Other Opportunities**

Our plan is to develop license and royalty producing opportunities and partners, including major companies in the US, Europe and Asia. We expect to develop our patent portfolio by continually extending the reach and application of our intellectual property.

Our first major license was signed May 31 2012 with SPP. Our Business Development team is pursuing other license opportunities with customers in our target markets.

#### **Our Acquisition of TransTech Systems, Inc.**

Our wholly owned subsidiary, TransTech Systems, Inc. is based in Aurora, Oregon, and was founded in 1994. TransTech provides value-added security and authentication solutions to corporate and government security and law enforcement markets throughout the United States. With recorded revenues of \$7.6 million in 2012, TransTech has a respected national reputation for outstanding product knowledge, sales and service excellence.

We closed the acquisition of TransTech on June 8, 2010. We acquired our 100% interest in TransTech by issuing a Promissory Note or Note to James Gingo, the President of TransTech, in the amount of \$2,300,000, plus interest at the rate of three and one-half percent per annum from the date of the Note. The Note was secured by a security interest in the stock and assets of TransTech, and was payable over a period of three years. The final balance of \$1,000,000 on the Note and accrued interest of \$30,397 were paid to Mr. Gingo on June 12, 2013, to complete payment of the purchase price for the TransTech stock.

On June 8, 2010 in connection with the acquisition of TransTech, we issued a total of 3,800,000 shares of restricted common stock of the Company to James Gingo, Jeff Kruse and Steve Waddle, executives of TransTech, and Paul Bonderson, a TransTech investor. The parties valued the shares in this transaction at \$76,000 or \$0.02 per share, the closing bid price during negotiations.

This acquisition is expected to accelerate market entry and penetration through well-operated and positioned dealers of security and authentication systems, thus creating a natural distribution channel for products featuring the company's proprietary ChromaID technology.

#### Products

TransTech products are as follows:

**ID Systems & Components:** Provision of ID personalization systems to the security industry. These systems include components such as ID cards, printers, software, supplies, data collection devices, document scanners, photo capture products, document authentication devices, and signature capture products.

**Logical and Physical Access Control:** Logical access readers used for logging onto computer networks and VPNs, physical access control readers used to gain access into buildings or secure areas, software such as visitor management & temporary card solutions, and additional applications outside of security.

**Radio Frequency Identification and Tracking:** These products include RF scanner, readers, cards, tags, labels, tracking software, and even video surveillance cameras to tie video clips of the asset or article movement to the personnel using them or to record other events surrounding asset and article movement.

#### Markets

**Regions:** Revenues are derived from over 400 distributors and national account customers in the United States, with the majority in the Western region.

**Route to Market:** TransTech's focus is on its reseller channel. Approximately 90% of sales are through the reseller channel and government prime vendors. The remaining approximately 10% is direct to end users.

**Distribution Network Development:** TransTech is exploring a closer position with its direct channel for tighter market feedback, insurance against manufacturer's policies, and for financial benefits. This exploration includes partnering, LLCs, Joint Ventures, and potential acquisitions.

**Applications and Verticals:** The primary use of TransTech products is for security applications. These fit within many verticals, including but not limited to, commercial industries, manufacturing, distribution, transportation, government, health care, education, entertainment. In recent years there has been growth into several non-security applications such as gaming/player's cards, loyalty cards, gift cards, direct marketing, certifications, amusement, payment, and guest cards.

#### Key Partners

**Customers:** We currently do not have any customer concentrations where one customer exceeds 10% of net revenues on an annual basis.

**Suppliers:** Evolis, Fargo, Magicard and NiSCA, are major vendors whose products account for approximately 70% of TransTech's revenue. Our products do not have any limit on availability, subject to proper payment of outstanding invoices.

#### **Distribution Methods**

Distribution is fragmented in the security and authentication marketplace. There are large companies who increasingly sell directly to customers via the Internet and smaller regional and national distributors who sell to these same customers and provide value added services and support. Often called value added resellers or VARs, distributors such as TransTech work hard to maintain their customer relationships through the provision of outstanding service and support.

The Visualant technology will be primarily sold as IP, licensing and component parts of third party solutions and products. The sales and business development efforts are therefore focused on developing business relationships with those potential customers who have a need for faster, more accurate and lower cost discovery, authentication and verification of surfaces or substances via the spectral pattern creation, recording and storage capabilities provided by the Visualant ChromaID technology. These applications may be in the industrial, commercial or government security sector but the end user products most likely will be produced by a third party incorporating the Visualant scan head component as a part of the overall product.

The Visualant SPM technology, as focused upon the security and authentication marketplace will provide TransTech with higher margin proprietary products. Visualant will be able to leverage its built-in channel of distribution at TransTech and obtain speed to market advantage. At the same time, where appropriate, Visualant will utilize broad global channels of distribution for its SPM technology. We also expect to enter into joint ventures with co-development partners who may have their own channels of distribution.

## **Summary Financial Results**

### **Summary of Recent Business Operations for the Nine Months Ended June 30, 2013**

Net revenue for the nine months ended June 30, 2013 increased \$808,000 to \$6,334,000 as compared to \$5,526,000 for the nine months ended June 30, 2012. The increase was due to license revenue of \$667,000 from SPP and increased sales of \$5,667,000 at TransTech. Net revenue for the nine months ended June 30, 2012 reflected \$84,000 from SPP and sales of \$5,442,000 at TransTech. SPP paid the Company an initial payment of \$1 million under a License Agreement dated May 31, 2012 providing SPP with an exclusive license of our technology in identified Asian territories. This license revenue will be fully recognized by May 31, 2013. The TransTech increase primarily resulted from the release of new products.

Gross margin was \$667,000 for our license revenue and \$860,000 from TransTech for a total of \$1,527,000 as compared to \$1,013,000 for the nine months ended June 30, 2012. The gross margin was 24.1% for the nine months ended June 30, 2013 as compared to 18.3% for the nine months ended June 30, 2012. The increase relates to the SPP license revenue, offset by a reduction TransTech gross margin from 15.2% to 17.1% related to the release of new products.

Net loss for the nine months ended June 30, 2013 was \$5,463,000 as compared to a net loss of \$1,925,000 for the nine months ended June 30, 2012 for the reasons discussed above. The net loss included non-cash expenses of \$3,264,000. We expect losses to continue as we commercialize our ChromaID™ technology.

We expect losses to continue as we commercialize our ChromaID™ technology.

### **Summary of Recent Business Operations for the Year Ended September 30, 2012**

Net revenue for the year ended September 30, 2012 decreased \$1,212,000 to \$7,924,000 as compared to \$9,136,000 for the year ended September 30, 2011. The reduction was due to a large sale by TransTech to an aerospace company in the year ended September 30, 2011, which was not repeated in the year ended September 30, 2012.

Gross margin was \$334,000 for our license revenue and \$1,246,000 from TransTech for a total of \$1,580,000 as compared to \$1,566,000 for the year ended September 30, 2011. The gross margin was 19.9% for the year ended September 30, 2012 as compared to 17.7% for the year ended September 30, 2011. The increase relates to the SPP license revenue, offset by a reduction TransTech gross margin from 17.1% to 16.4% related to product mix.

Net loss for the year ended September 30, 2012 was \$2,726,000 as compared to a net loss of \$2,396,000 for the year ended September 30, 2011. The net loss included non-cash expenses of \$1,302,000 and other business development and investor relation expenditures to expand the business. Business development and investor relation expenditures include cash and issuances to develop markets, license agreements and an investor base for us.

## **Going Concern**

The accompanying financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. We incurred net losses of \$5,462,678 and \$2,725,692 for the nine months ended June 30, 2013 and the year ended September 30, 2012, respectively. Our net cash used in operating activities was \$2,468,603 for the nine months ended June 30, 2013.

We anticipate that we will record losses from operations for the foreseeable future. As of June 30, 2013, our accumulated deficit was \$19,378,609. We have limited capital resources, and operations to date have been funded with the proceeds from private equity and debt financings and loans from Ronald P. Erickson, our Chief Executive Officer. These conditions raise substantial doubt about our ability to continue as a going concern. The audit report prepared by our independent registered public accounting firm relating to our financial statements for the year ended September 30, 2012 includes an explanatory paragraph expressing the substantial doubt about our ability to continue as a going concern.

Our continuation as a going concern is dependent upon obtaining additional working capital. The financial statements do not include any adjustments that might be necessary if we are unable to continue as a going concern.

## **Material Financing Transactions**

### **Purchase Agreement with Special Situations and forty other Accredited Investors which closed June 14, 2013**

On June 10, 2013, we entered into a Purchase Agreement, Warrants, Registration Rights Agreement and Voting Agreement with Special Situations and forty other accredited investors pursuant to which we issued 52,300,000 shares of common stock at \$0.10 per share for a total of \$5,230,000, which amount includes the conversion of \$500,000 in outstanding debt of the Company owed to one of its officers. As part of the transaction, which closed June 14, 2013, we issued to the investors (i) five year Series A Warrants to purchase a total of 52,300,000 shares of common stock at \$0.15 per share; and (ii) five year Series B Warrants to purchase a total of 52,300,000 shares of common stock at \$0.20 per share. Since we currently have an insufficient number of authorized shares of common stock to permit the exercise of all of the Series A and Series B Warrants, the Warrants were issued subject to authorization and approval of an increase in the number of authorized shares of the Company by its stockholders at a special meeting of the stockholders to be held in August 2013. We also agreed to file a registration statement on Form S-1 to register the resale of all shares issued in the transaction and use commercially reasonable efforts to have the registration statement declared effective as soon as practicable. The Company must pay damages if the registration statement is not declared effective within one hundred and twenty days of the June 14, 2013 closing of the transaction. In addition, we have agreed to file a registration statement on Form S-1 to register the resale of all shares underlying the Warrants within five business days of the special meeting of the stockholders of Visualant approving the increase in the number of authorized shares.

We paid legal fees and expenses in the amount of \$35,000 to a law firm for Special Situations in connection with the transaction. We also paid sales commission and expenses of \$466,600 to GVC Capital and issued 5,230,000 placement agent warrants exercisable at \$0.10 per share, with an obligation to issue up to 5,230,000 additional placement agent warrants exercisable at \$0.15 per share. The \$0.15 placement agent warrants shall issue only upon the exercise of the Series A Warrants by the investors, and are issuable ratably based upon the number of Warrants exercised by the investors. The placement agent warrants have a term of five years from the date of closing of the transaction.

In connection with and as a condition of the Private Placement, the investors obtained voting agreements from existing stockholders holding an aggregate of 38,359,633 shares of our common stock requiring those stockholders to vote their shares in favor of an increase in the number of our authorized shares of common stock from 200,000,000 to no less than 500,000,000 at a Special Shareholder Meeting. At a special meeting of shareholders held on August 9, 2013 our stockholders approved of an increase in the authorized shares from 200,000,000 to 500,000,000 and thereafter to amend our articles to reflect this change in share authorization.

### **Equity Line of Credit Transaction with Ascendant dated June 17, 2011**

On June 17, 2011, we entered into a Securities Purchase Agreement with Ascendant, pursuant to which Ascendant agreed to purchase up to \$3,000,000 worth of shares of our common stock from time to time over a 24-month period, provided that certain conditions were met. The financing arrangement entered into by the Company and Ascendant is commonly referred to as an "equity line of credit" or an "equity drawdown facility."

Under the terms of the Securities Purchase Agreement, Ascendant was not obligated to purchase shares of our common stock unless and until certain conditions were met, including but not limited to the SEC declaring effective a Registration Statement (the "Registration Statement") on Form S-1 and the Company maintaining an Effective Registration Statement which registered Ascendant's resale of any shares purchased by it under the equity drawdown facility. The customary terms and conditions associated with Ascendant's registration rights are set forth in a Registration Rights Agreement that was also entered into by the parties on June 17, 2011.

Once the registration was declared effective, we had the right to sell and issue to Ascendant, and Ascendant had the obligation to purchase from us, up to \$3,000,000 worth of shares of the Company's common stock over a 24-month period beginning on such date (the "Commitment Period"). We were entitled to sell such shares from time to time during the Commitment Period by delivering a draw down notice to Ascendant. In such draw down notices, the Company was required to specify the dollar amount of shares that it intended to sell to Ascendant, which was spread over a five-trading-day pricing period. For each draw, the Company was required to deliver the shares sold to Ascendant by the second trading day following the pricing period. Ascendant was entitled to liquidated damages in connection with certain delays in the delivery of its shares.

The Securities Purchase Agreement also provided for the following terms and conditions:

- Purchase Price - 90% of our volume-weighted average price ("VWAP") on each trading day during the five-trading-day pricing period, unless the lowest VWAP or closing bid price ("Market Price") on the trading day before settlement was lower, in which case the Purchase Price shall be the Market Price less \$.01.
- Threshold Price - We may specify a price below which we will not sell shares during the applicable five-trading-day pricing period. If the VWAP falls below the threshold price on any day(s) during the pricing period, such day(s) will be removed from the pricing period (and Ascendant's investment amount will be reduced by 1/5 for each such day).
- Maximum Draw - 20% of our total trading volume for the 10-trading-day period immediately preceding the applicable draw down, times the average VWAP during such period (but in no event more than \$100,000).
- Minimum Draw - None.
- Minimum Time Between Draw Down Pricing Periods - Three trading days.
- Minimum Use of Facility - We were not obligated to sell any shares of our common stock to Ascendant during the Commitment Period.
- Commitment and Legal Fees - Commitment fees of 5% (\$150,000), payable in shares of our common stock based on the following schedule: \$75,000 worth of restricted shares to be delivered at initial closing, \$25,000 worth of shares if and when the S-1 is declared effective, and \$25,000 worth of shares at 30 and 60 days). Legal fees were \$7,500. We issued 1,490,943 shares for these commitment and legal fees.
- Indemnification - Ascendant is entitled to customary indemnification from us for any losses or liabilities it suffers as a result of any breach by us of any provisions of the Securities Purchase Agreement, or as a result of any lawsuit brought by any of our stockholders (except stockholders who are officers, directors or principal stockholders of the Company).
- Conditions to Ascendant's Obligation to Purchase Shares - Trading in our common stock must not be suspended by the SEC or other applicable trading market; we must not have experienced a material adverse effect; all liquidated damages and other amounts owing to Ascendant must be paid in full; the Registration Statement must be effective with respect to Ascendant's resale of all shares purchased under the equity drawdown facility; there must be a sufficient number of authorized but unissued shares of our common stock; and the issuance must not cause Ascendant to own more than 9.99% of the then outstanding shares of our common stock.
- Termination - The Securities Purchase Agreement would terminate if our common stock was not listed on one of several specified trading markets (which include the NYSE AMEX, OTC Bulletin Board and Pink Sheets, among others); if we filed for protection from its creditors; or if the Registration Statement was not declared effective by the SEC by the date nine months following the date of the Securities Purchase Agreement. We had the right to terminate the Securities Purchase Agreement with five days' notice two years from the Registration Statement being declared effective or August 29, 2013.

The Securities Purchase Agreement also contained certain representations and warranties of the Company and Ascendant, including customary investment-related representations provided by Ascendant, as well as acknowledgements by Ascendant that it has reviewed certain disclosures of the Company (including the periodic reports that we have filed with the SEC) and that our issuance of the shares has not been registered with the SEC or qualified under any state securities laws. We provided customary representations regarding, among other things, its organization, capital structure, subsidiaries, disclosure reports, absence of certain legal or governmental proceedings, financial statements, tax matters, insurance matters, real property and other assets, and compliance with applicable laws and regulations. Our representations and warranties are qualified in their entirety (to the extent applicable) by our disclosures in the reports it files with the SEC. We also delivered confidential disclosure schedules qualifying certain of its representations and warranties in connection with executing and delivering the Securities Purchase Agreement.

The shares issued by the Company to Ascendant under the Securities Purchase Agreement were issued in private placements in reliance upon the exemption from the registration requirements set forth in the Securities Act provided for in Section 4(2) of the Securities Act, and the rules promulgated by the SEC thereunder.

We issued to Ascendant 6,358,933 shares for \$483,141 or \$.076 per shares under the Securities Purchase Agreement excluding the commitment and legal fees.

Our equity line of credit with Ascendant remains outstanding, with available credit of \$2,516,859. We have no current intention of further utilizing this line of credit, which expires August 29, 2013.

## Agreements with Gemini Master Fund, Ltd. and Ascendant Capital Partners, LLC dated May 19, 2011

On May 19, 2011, we entered into a Securities Purchase Agreement or Agreement with Gemini and Ascendant, pursuant to which we issued \$1.2 million in principal amount of 10% convertible debentures (the "Original Debentures"), which were due May 1, 2012. The due date of the Original Debentures was extended to September 30, 2012 pursuant to a First Amendment to the Agreement on March 12, 2012, and further extended to September 30, 2013 pursuant to a Second Amendment to the Agreement on August 16, 2012. In addition, we issued 5-year warrants to Gemini and Ascendant to collectively purchase 2,400,000 shares of our common stock. The purchase price for the debentures was 83.3% of the face amount, resulting in our receiving \$1.0 million, less legal fees, placement agent fees, and expenses as set forth below. The Agreement included an additional investment right granted to Gemini and Ascendant, pursuant to which the Gemini and Ascendant had the right at any time until September 30, 2013, to purchase up to \$1.2 million in principal amount of Additional Debentures on the same terms and conditions as the Original Debentures, except that the conversion price on the Additional Debentures might have a higher floor. The conversion price on both the Original Debentures and the Additional Debentures were subject to a potential downward adjustment for any equity sales subsequent to the date of issuance. In conjunction with the purchase of the Additional Debentures, Gemini and Ascendant also had the right to purchase additional warrants. The full terms of the transactions with Gemini and Ascendant are set forth in the transaction agreements, copies of which were filed with the Company's 10-K for the year ended September 30, 2012 as Exhibits 10.1 through 10.10.

On August 28, 2012, we entered into a Warrant Purchase Agreement with Gemini and acquired the Gemini Warrant covering the purchase of up to 1.8 million shares, subject to adjustment, by paying \$250,000 on August 28, 2012 and agreeing to pay \$250,000 on or before November 30, 2012.

Ascendant also had a warrant for the purchase of up to 600,000 shares of our common stock at an original exercise price of \$.35 per share, which exercise price was subject to adjustment and which had been adjusted downward as of April 26, 2013, the date it was exercised by Ascendant.

We paid legal fees and expenses in the amount of \$12,500. Visualant also paid \$80,000 or 8.0% of the cash received and issued a five-year warrant for 192,000 shares in placement agent fees to Ascendant Capital Markets LLC.

During the year ended September 30, 2012, we modified the terms of the outstanding Original Debentures with the Gemini and Ascendant having an aggregate principal value of \$1,200,000. The maturity date was extended to September 30, 2013, Gemini and Ascendant converted principal and interest as outlined above at \$0.05 per share, and the Company paid a premium to Gemini in the form of redeeming its outstanding warrants for \$500,000. In addition, the additional investment and participation rights as defined in the Agreement granted to Gemini and Ascendant were extended from September 30, 2012 to September 30, 2013. The fair value of the warrants was calculated using the Black-Scholes-Merton option valuation model. The following assumptions were used to determine the fair value of the Warrants using the Black-Scholes valuation model: a term of five years, risk-free rate of 3.92%, volatility of 100%, and dividend yield of zero. Interest expense was recorded for the loss of \$500,000 related to the modification of the debentures. The difference between the conversion price and the fair market value of the common stock on the commitment date resulted in a beneficial conversion feature recorded of \$216,000. Total interest expense recognized, including the beneficial conversion feature was \$313,534 during the year ended September 30, 2012.

On January 30, 2013, the Company and Gemini and Ascendant entered into the following agreements dated January 23, 2013 but made effective as of the date of their execution by the parties:

(1) Warrant Purchase Agreement between the Company and Ascendant pursuant to which we agreed to repurchase the Ascendant Warrant for a purchase price of \$300,000, which amount was due in full on March 31, 2013. The purchase price was not paid in full on the due date and Ascendant was issued a total of 4,564,068 shares of common stock on April 26, 2013 as a result of Ascendant's cashless exercise of the Ascendant Warrant. On April 26, 2013, we entered into an Option Agreement with Ascendant pursuant to which we had the option to purchase from Ascendant 4,000,000 shares of common stock of the Company for a total purchase price of \$300,000. If purchased by us, the shares were expected to be retired to treasury. The option was required to be exercised and payment for the shares made on or before May 31, 2013. On May 31, 2013, the Company exercised its option to purchase the 4,000,000 Option Shares from Ascendant and paid to Ascendant the \$300,000 purchase price. To date, Ascendant has returned 2,284,525 of the 4,000,000 Option Shares and has failed to deliver the remaining 1,715,475 Option Shares. On June 17, 2013, the Company filed a Complaint against Ascendant in the Orange County Superior Court of California (Case No. 30-2013-00656770-CU-BC-CJC) for breach of contract, seeking damages, specific performance and injunctive relief against Ascendant. In our Complaint, we alleged that Ascendant breached its obligations under the Option Agreement by delivering to the Company only 2,284,525 of the 4,000,000 Option Shares and failing to deliver the remaining 1,715,475 Option Shares. We filed a motion for preliminary injunction with the California Superior Court, seeking preliminary injunctive relief requiring Ascendant to transfer the remaining 1,715,475 Option Shares to Visualant or, in the alternative, enjoining Ascendant from transferring, selling, or otherwise encumbering the Option Shares. The Complaint is currently being reviewed by the California Superior Court.

(2) Amendment to Warrant Purchase Agreement between the Company and Gemini dated January 23, 2013 extending the due date for payment of the balance of the purchase price, including accrued interest thereon, from November 30, 2012 to March 31, 2013. We accrued interest at 18% on the \$250,000 balance due to Gemini. We were in default on our payment obligation to Gemini, which entitled Gemini to exercise its warrant, potentially resulting in substantial additional dilution to our shareholders. On May 31, 2013, we paid \$250,000 plus interest of \$35,175 under the Amendment to Warrant Purchase Agreement with Gemini, in exchange for which we acquired the warrant from Gemini and cancelled it.

(3) AIR Termination Agreement between the Company and Gemini dated January 23, 2013 pursuant to which we acquired all additional investment rights or AIR of Gemini and Ascendant under the Securities Purchase Agreement dated May 19, 2011 for the sum of \$850,000, to be paid pursuant to the terms of a promissory note executed by the Company for the principal amount of \$850,000. The promissory note was payable in two installments of \$425,000 each, together with accrued interest thereon at the rate of 5% per annum, due on June 30, 2013 and September 30, 2013. If the payments were not made, we owed 120% of the balance due plus interest. On June 26, 2013, we acquired all additional investment rights between the Company and Gemini under the AIR Agreement with the payment of \$850,000 and interest of \$17,349.

#### **Security Purchase Agreement with Seaside Advisors LLC dated December 23, 2010**

On December 23, 2010, we entered into a Securities Purchase Agreement with Seaside pursuant to which Seaside agreed to purchase restricted shares of our common stock from time to time over a 12-month period, provided that certain conditions were met.

Under the terms of the agreement with Seaside, we agreed to sell and issue to Seaside each month for a 12-month period commencing on the closing date, restricted shares of our common stock at a price equal to the lower of (i) 60% of the average trading price of the company's stock during the 10 trading days immediately preceding each monthly closing date, or (ii) 70% of the average trading price for the trading day immediately preceding each monthly closing date. Visualant's agreement to sell shares each month during said 12 month period was subject to certain conditions and limitations. With respect to each subsequent closing, Visualant was not obligated to sell any of its common stock to Seaside at a price lower than \$0.25 per share, and Seaside's beneficial ownership of our common stock was not to exceed 9.9%. Seaside was not permitted to short sale our common stock.

Visualant paid Seaside's legal fees and expenses in the amount of \$25,000 for the initial closing, and agreed to pay \$2,500 for each subsequent closing. Visualant also agreed to pay 7.0% in finder's fees (to be paid in connection with each draw down) and issue 10,113 common stock warrants exercisable at \$0.21395 per share.

As of September 30, 2011, we sold to Seaside 2,529,314 shares at a purchase price of \$0.302 per share, or an aggregate price of \$763,650. In addition, we issued warrants to brokers for the purchase of 177,050 shares of common shares at the purchase price of \$0.302 per share. The Securities Purchase Agreement expired December 23, 2011.

#### **Employees**

As of August 16, 2013 we had sixteen full-time and two part-time employees. Our senior management is based out of the Seattle, Washington office.

### **DESCRIPTION OF PROPERTY**

#### **Corporate Offices**

Our executive office is located at 500 Union Street, Suite 420, Seattle, Washington, USA, 98101. On August 1, 2012, we entered into a lease which expires August 31, 2014. The monthly lease rate was \$1,944 for the year ending August 31, 2013 and \$2,028 for the year ending August 31, 2014. On June 14, 2013, we amended the lease and added Suite 450, increasing our monthly payment to \$3,978 through August 31, 2013, \$4,057 from September 1, 2013 to May 31, 2014 and \$4,140 from June 1, 2014 through August 31, 2014.

#### **TransTech Facilities**

TransTech is located at 12142 NE Sky Lane, Suite 130, Aurora, OR 97002. TransTech leases a total of approximately 9,750 square feet of office and warehouse space for its administrative offices, product inventory and shipping operations, at a monthly rental of \$4,292. The lease was extended from March 2011 for an additional five year term at a monthly rental of \$4,751. There are two additional five year renewals with a set accelerating increase of 10% per 5 year term.

## SELECTED FINANCIAL DATA

The following table summarizes the financial data for our business. You should read this summary financial data in conjunction with Management's Discussion and Analysis of Financial Condition and Results of Operations and our Consolidated Financial Statements and related notes, all included elsewhere in this prospectus.

We have derived the statements of operations data for the fiscal years ended September 30, 2012 and 2011 from our audited consolidated financial statements and related notes included elsewhere in this prospectus. We have derived the statements of operations data for the fiscal years ended September 30, 2010, 2009 and 2008 from our audited consolidated financial statements not included in this prospectus. We have derived the statements of operations data for the nine months ended June 30, 2013 and 2012 and the balance sheet data as of June 30, 2013 from our unaudited interim condensed consolidated financial statements and related notes included elsewhere in this prospectus. Our historical results are not necessarily indicative of the results that may be expected in the future.

(dollars in thousands)

	Nine Months Ended June 30, 2013	Years Ended September 30,				
		2012	2011	2010	2009	2008
(in thousands, except for share and per share data)						
<b>STATEMENT OF OPERATIONS DATA:</b>						
Revenue	\$ 6,334	\$ 7,924	\$ 9,136	\$ 2,543	\$ -	\$ -
Net loss	(5,463)	(2,726)	(2,396)	(1,147)	(951)	(945)
Net loss applicable to Visualant, Inc. common shareholders	(5,448)	(2,732)	(2,410)	(1,149)	(951)	(945)
Net loss per share	(0.05)	(0.04)	(0.06)	(0.04)	(0.03)	(0.05)
Weighted average number of shares	108,181,494	65,557,376	42,682,795	30,728,036	28,003,021	18,029,095
<b>BALANCE SHEET DATA:</b>						
Total assets	5,592	5,320	4,313	4,144	12	2
Stockholder's (deficiency) equity	(1,782)	171	(1,610)	(1,900)	(1,366)	(2,135)



## MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Forward-looking statements in this prospectus reflect the good-faith judgment of our management and the statements are based on facts and factors as we currently know them. Forward-looking statements are subject to risks and uncertainties and actual results and outcomes may differ materially from the results and outcomes discussed in the forward-looking statements. Factors that could cause or contribute to such differences in results and outcomes include, but are not limited to, those discussed below and in Management's Discussion and Analysis of Financial Condition and Results of Operations as well as those discussed elsewhere in this prospectus. Readers are urged not to place undue reliance on these forward-looking statements which speak only as of the date of this report. We undertake no obligation to revise or update any forward-looking statements in order to reflect any event or circumstance that may arise after the date of the prospectus.

### Summary of Recent Business Operations for the Nine Months Ended June 30, 2013

Net revenue for the nine months ended June 30, 2013 increased \$808,000 to \$6,334,000 as compared to \$5,526,000 for the nine months ended June 30, 2012. The increase was due to license revenue of \$667,000 from SPP and increased sales of \$5,667,000 at TransTech. Net revenue for the nine months ended June 30, 2012 reflected \$84,000 from SPP and sales of \$5,442,000 at TransTech. SPP paid the Company an initial payment of \$1 million under a License Agreement dated May 31, 2012 providing SPP with an exclusive license of our technology in identified Asian territories. This license revenue will be fully recognized by May 31, 2013. The TransTech increase primarily resulted from the release of new products.

Gross margin was \$667,000 for our license revenue and \$860,000 from TransTech for a total of \$1,527,000 as compared to \$1,013,000 for the nine months ended June 30, 2012. The gross margin was 24.1% for the nine months ended June 30, 2013 as compared to 18.3% for the nine months ended June 30, 2012. The increase relates to the SPP license revenue, offset by a reduction TransTech gross margin from 15.2% to 17.1% related to the release of new products.

Net loss for the nine months ended June 30, 2013 was \$5,463,000 as compared to a net loss of \$1,925,000 for the nine months ended June 30, 2012 for the reasons discussed above. The net loss included non-cash expenses of \$3,264,000. We expect losses to continue as we commercialize our ChromaID™ technology.

We expect losses to continue as we commercialize our ChromaID™ technology.

### Summary of Recent Business Operations for the Year Ended September 30, 2012

Net revenue for the year ended September 30, 2012 decreased \$1,212,000 to \$7,924,000 as compared to \$9,136,000 for the year ended September 30, 2011. The reduction was due to a large sale by TransTech to an aerospace company in the year ended September 30, 2011, which was not repeated in the year ended September 30, 2012.

Gross margin was \$334,000 for our license revenue and \$1,246,000 from TransTech for a total of \$1,580,000 as compared to \$1,566,000 for the year ended September 30, 2011. The gross margin was 19.9% for the year ended September 30, 2012 as compared to 17.7% for the year ended September 30, 2011. The increase relates to the SPP license revenue, offset by a reduction TransTech gross margin from 17.1% to 16.4% related to product mix.

Net loss for the year ended September 30, 2012 was \$2,726,000 as compared to a net loss of \$2,396,000 for the year ended September 30, 2011. The net loss included non-cash expenses of \$1,302,000 and other business development and investor relation expenditures to expand the business. Business development and investor relation expenditures include cash and issuances to develop markets, license agreements and an investor base for us.

### Summary of Recent Business Operations for the Year Ended September 30, 2011

Net revenue for the year ended September 30, 2011 increased \$6,593,000 to \$9,136,000 as compared to \$2,543,000 for the year ended September 30, 2010.

Gross margin was \$0 for our license revenue and \$1,566,000 from TransTech for a total of \$1,566,000 as compared to \$447,000 for the year ended September 30, 2010. The gross margin was 17.1% for the year ended September 30, 2011 as compared to 17.6% for the year ended September 30, 2010. The increase relates to the SPP license revenue, offset by a reduction TransTech gross margin from 17.1% to 16.4% related to product mix.

Net loss for the year ended September 30, 2011 was \$2,396,000 as compared to a net loss of \$1,147,000 for the year ended September 30, 2010. The net loss included non-cash expenses of \$1,204,000 and other business development and investor relation expenditures to expand the business. Business development and investor relation expenditures include cash and issuances to develop markets, license agreements and an investor base for us.

We closed the acquisition of TransTech of Aurora, OR on June 8, 2010 and recorded the results from June 8, 2010 to September 30, 2011.

## Liquidity and Capital Resources

### Summary of Financings

We have financed our corporate operations and our technology development through the issuance of convertible debentures, the sale common stock, issuance of common stock in conjunction with an equity line of credit, and loans by our Chief Executive Officer (from April 1, 2013 to June 14, 2013).

The financing transactions and any related revisions are discussed previously. We have not had any material capital commitments.

We finance TransTech operations from operations and a Secured Credit Facility with BFI Finance Corp.

The following summarizes our liquidity and current and prior financings:

	Nine Months Ended June 30, 2013	Year Ending,		
		September 30, 2012	September 30, 2011	September 30, 2010
Analysis of Cash Flow-				
Cash flow (used in) operations	\$ (2,487,000)	\$ (58,000)	\$ (1,312,000)	\$ (441,000)
Cash flow (used in) provided by investing activities	(11,000)	(100,000)	(108,000)	54,000
Cash flow provided by financing activities	<u>3,067,000</u>	<u>1,207,000</u>	<u>1,428,000</u>	<u>466,000</u>
Net change in cash	<u>\$ 569,000</u>	<u>\$ 1,049,000</u>	<u>\$ 8,000</u>	<u>\$ 79,000</u>
Cash	\$ 1,710,000	\$ 1,141,000	\$ 92,000	\$ 84,000
Net working capital (deficit)	164,000	(2,362,000)	(3,202,000)	(2,667,000)
Long term debt	3,000	4,000	1,015,000	1,676,000

Investor/ Lendor	Nine	Year Ending,		
	Months Ended	September 30,	September 30,	September 30,
	June 30, 2013	2012	2011	2010
<b>Shares of Common Stock-</b>				
Coach Capital LLC Convertible Debenture and warrant exercise	-	-	2,500,000	-
Seaside	-	-	2,529,000	-
Gemini Convertible Debentures	14,032,000	6,725,000	312,000	-
Ascendant Convertible Debentures	5,739,000	3,373,000	-	-
Ascendant Equity Line of Credit	993,000	5,357,000	1,500,000	-
Sumitomo Precision Products Co, Ltd.	-	17,308,000	-	-
Special Situations and 40 other Accredited Purchase Agreement	52,300,000	-	-	-
Other	-	-	961,000	-
<b>Total shares issued from financings</b>	<b>73,064,000</b>	<b>32,763,000</b>	<b>7,802,000</b>	<b>-</b>
<b>Proceeds from Financings-</b>				
Coach Capital LLC Convertible Debenture and warrant exercise	\$ -	\$ -	\$ 125,000	\$ 250,000
Seaside	-	-	761,000	-
Gemini Convertible Debentures	102,000	20,000	900,000	-
Ascendant Convertible Debentures	23,000	19,000	300,000	-
Ascendant Equity Line of Credit	100,000	377,000	182,000	-
Sumitomo Precision Products Co, Ltd.	-	2,250,000	-	-
Special Situations and 40 other Accredited Purchase Agreement	5,230,000	-	-	-
Other	-	-	156,000	50,000
<b>Total proceeds from financings</b>	<b>\$ 5,455,000</b>	<b>\$ 2,666,000</b>	<b>\$ 2,424,000</b>	<b>\$ 300,000</b>
TransTech Secured Credit Facility with BFI Finance Corp.	\$ 110,000	\$ 62,000	\$ (137,000)	\$ 188,000

*As of June 30, 2013*

We had cash of \$1,710,000 and net working capital of approximately \$164,000 (excluding the derivative liability- warrants of \$4,184,000) as of June 30, 2013.

We have financed our corporate operations and our technology development through the issuance of convertible debentures, the sale common stock, issuance of common stock in conjunction with an equity line of credit, and loans by our Chief Executive Officer (from April 1, 2013 to June 14, 2013).

We finance TransTech operations from operations and a Secured Credit Facility with BFI Finance Corp.

On June 10, 2013, we entered into a Purchase Agreement, Warrants, Registration Rights Agreement and Voting Agreement or the Transaction with Special Situations and forty other accredited investors pursuant to which we issued 52,300,000 shares of common stock at \$0.10 per share for a total of \$5,230,000, which amount includes the conversion of \$500,000 in outstanding debt of the Company owed to one of its officers. As part of the Transaction which closed June 14, 2013, we issued to the Investors (i) five year Series A Warrants to purchase a total of 52,300,000 shares of common stock at \$0.15 per share; and (ii) five year Series B Warrants to purchase a total of 52,300,000 shares of common stock at \$0.20 per share. The Transaction was closed to strengthen our balance sheet, to pay the liabilities discussed below, and provide working capital to support the rapid movement of our ChromaID technology into the marketplace. In addition, we have Special Situations as an investor. If exercised, the warrants are expected to provide the following liquidity (before fees):

Series A Warrant- up to \$7,845,000

Series B Warrant- up to \$10,460,000

The net proceeds from the above-referenced Transaction with Special Situations and the other Investors which closed June 14, 2013, were used in part to pay the obligations discussed previously to: (i) James Gingo to pay the final note payment to James Gingo related to the TransTech acquisition, (ii) Gemini Master Fund, Ltd. for the warrant repurchase, (iii) Ascendant Capital Markets for the option exercise price, and (iv) Gemini Master Fund, Ltd. for the June 30, 2013 payment under the AIR Termination Agreement. The balance of the proceeds from the Transaction will be used by us for technology development, operating expenses and to pay our debts.

We expect to need to obtain additional financing in the future. There can be no assurance that we will be able to secure funding, or that if such funding is available, the terms or conditions would be acceptable to us. If we are unable to obtain additional financing, we may need to restructure our operations, and divest all or a portion of our business.

*As of September 30, 2012*

We had cash of \$1.1 million, a net working capital deficit of approximately \$2.4 million and total indebtedness of \$1.6 million as of September 30, 2012.

We issued 17,308,000 shares to SPP for \$2,250,000 related to their equity investment which closed May 31, 2012.

We issued 10,098,000 shares related to financing transactions with Gemini and Ascendant that we previously discussed.

We issued 5,357,000 shares to shares to Ascendant and received \$377,000 under the equity line of credit that we previously discussed.

*As of September 30, 2011*

We had cash of \$92,000, a net working capital deficit of approximately \$3.2 million and total indebtedness of \$2.6 million as of September 30, 2011.

We issued 2,500,000 shares to Coach Capital related to the financing transaction previously discussed.

We issued 2,529,000 shares to Seaside for \$761,000 related to the financing transaction previously discussed.

We issued 312,000 shares to Gemini and received \$1,200,000 from Gemini and Ascendant in the financing transaction that we previously discussed.

We issued 1,500,000 shares and received \$182,000 under the equity line of credit that we previously discussed.

#### **Recent and Expected Losses**

We have experienced net losses since inception. There can be no assurance that we will achieve or maintain profitability.

#### **Quantitative and Qualitative Disclosures about Market Risk**

We are exposed to interest rate risks with our Secured Credit Facility at BFI Business Finance. The Company does not trade in hedging instruments or other than trading instruments and is exposed to interest rate risks. We believe that the impact of a 10% increase or decline in interest rates would not be material to our financial condition and results of operations.

#### **LEGAL PROCEEDINGS**

There are no pending legal proceedings against us that are expected to have a material adverse effect on our cash flows, financial condition or results of operations.

#### **MANAGEMENT**

Our directors and executive officers, their ages, their respective offices and positions, and their respective dates of election or hire are as follows:

## Business Experience Descriptions

Name	Age	Positions and Offices Held	Since
<b>Directors-</b>			
Ronald P. Erickson	69	Chief Executive Officer and President, Management Director	April 24, 2003
Jon Pepper	62	Independent Director	April 19, 2006
Marco Hegyi	55	Chairman of the Board, Independent Director	February 14, 2008
Ichiro Takesako	54	Management Director	December 28, 2012
<b>Executive Officers-</b>			
Mark Scott	60	Chief Financial Officer and Secretary	May 1, 2010
Richard Mander, Ph.D.	53	Vice President, Product Management and Technology	June 26, 2012
Todd Martin Sames	59	Vice President of Business Development	September 5, 2012
Jeffrey Kruse	55	President of TransTech Systems, Inc.	July 17, 2013

Mr. Erickson is also an Executive Officer.

### Our Management Directors

**RONALD P. ERICKSON** has been a director and officer of the Company since April 24, 2003. He currently serves as the Company's Chief Executive Officer and President. He was appointed to the positions of CEO and President on November 10, 2009. Earlier, he was appointed President and Chief Executive Officer of the Company on September 29, 2003, and resigned from this position on August 31, 2004 at which time he was appointed Chairman of the Board. A senior executive with more than 30 years of experience in the high technology, telecommunications, micro-computer, and digital media industries, Mr. Erickson was the founder of Visualant. He is formerly Chairman, CEO and Co-Founder of Blue Frog Media, a mobile media and entertainment company; Chairman and CEO of eCharge Corporation, an Internet based transaction procession company, Chairman, CEO and Co-founder of GlobalTel Resources, a provider of telecommunications services; Chairman, Interim President and CEO of Egghead Software, Inc. the large software reseller where he was an original investor; Chairman and CEO of NBI, Inc.; and Co-founder of MicroRim, Inc. the database software developer. Earlier, Mr. Erickson practiced law in Seattle and worked in public policy in Washington, DC and New York, NY. Additionally, Mr. Erickson has been an angel investor and board member of a number of public and private technology companies. In addition to his business activities Mr. Erickson serves on the Board of Trustees of Central Washington University where he received his BA degree. He also holds a MA from the University of Wyoming and a JD from the University of California, Davis. He is licensed to practice law in the State of Washington.

Mr. Erickson is our founder and was appointed as a Director because of his extensive experience in developing technology companies.

**ICHIRO TAKESAKO** has served as a director since December 28, 2012. Mr. Takesako has held executive positions with Sumitomo Precision Products Co., Ltd or SPP since 1983. Mr. Takesako graduated from Waseda University, Tokyo, Japan where he majored in Social Science and graduated with a Degree of Bachelor of Social Science.

In the past five years, Mr. Takesako has held the following executive position in SPP and its affiliates:

June 2008: appointed as General Manager of Sales and Marketing Department of Micro Technology Division  
April 2009: appointed as General Manager of Overseas Business Department of Micro Technology Division, in charge of M&A activity of certain business segment and assets of Aviza Technology, Inc.  
July 2010: appointed as Executive Director of SPP Process Technology Systems, 100% owned subsidiary of SPP stationed in Newport, Wales  
August 2011: appointed as General Manager, Corporate Strategic Planning Group  
April 2013: appointed as General Manager of Business Development Department

Mr. Takesako was appointed as a Director based on his position with SPP and SPP's significant partnership with the Company.

### Our Independent Directors

**JON PEPPER** has served as an independent director since April 19, 2006. Mr. Pepper founded Pepcom in 1980. Mr. Pepper continues as the founding partner of Pepcom, an industry leader at producing press-only technology showcase events around the country. Prior to that Pepper started the DigitalFocus newsletter, a ground-breaking newsletter on digital imaging that was distributed to leading influencers worldwide. Pepper has been closely involved with the high technology revolution since the beginning of the personal computer era. He was formerly a well-regarded journalist and columnist; his work on technology subjects appeared in The New York Times, Fortune, PC Magazine, Men's Journal, Working Woman, PC Week, Popular Science and many other well-known publications. Pepper was educated at Union College in Schenectady, New York and the Royal Academy of Fine Arts in Copenhagen.

Mr. Pepper was appointed as a Director because of his marketing skills with technology companies.

**MARCO HEGYI** has served as an independent director since February 14, 2008 and as Chairman of the Board since May 2011. Mr. Hegyi has been a principal with the Chasm Group since 2006, where he has provided business-consulting services. As a management consultant, Mr. Hegyi has applied his extensive technology industry experience to help early-stage companies. Over the last four years he has focused on business planning, operational management and financial supervision.

Prior to working as a consultant in 2006, Mr. Hegyi served as Senior Director of Global Product Management at Yahoo! . Prior to Yahoo!, Mr. Hegyi was at Microsoft leading program management for Microsoft Windows and Office beta releases aimed at software developers from 2001 to 2006. While at Microsoft, he formed new software-as-a-service concepts and created operating programs to extend the depth and breadth of the company's unparalleled developer eco-system, including managing offshore, outsource teams in China and India, and being the named inventor of a filed Microsoft patent for a business process in service delivery.

During Mr. Hegyi's career he has served as President and CEO of private and public companies, Chairman and director of boards, finance, compensation and audit committee chair, chief operating officer, vice-president of sales and marketing, senior director of product management, and he began his career as a systems software engineer. His patents issued to date include *Configuring and allocating software product technical services*, United States US 7904875, issued March 8, 2011; *Systems and Methods for Processing Eggs*, United States US 8455026, issued June 4, 2013; and, *Systems and Methods for Processing Eggs*, United States US 8455030, issued June 4, 2013.

Mr. Hegyi earned a Bachelor of Science degree in Information and Computer Sciences from the University of California, Irvine, and has completed advanced studies in innovation marketing, advanced management, and strategy at Harvard Business School, Stanford University, UCLA Anderson Graduate School of Management, and MIT Sloan School of Management.

Mr. Hegyi was asked to join the Visualant board because of his background in successfully commercializing innovative technologies. His specific experience in marketing, engineering and administration, in both early-stage and established companies, have also provided assistance to the company.

#### **Other Executive Officers**

**MARK SCOTT** has significant financial, capital market and experience in public microcap companies. Mr. Scott serves as (i) Chief Financial Officer, Secretary and Treasurer of Visualant, Inc., a position he has held since May 2010 and (ii) Chief Financial Officer, Secretary and Treasurer of WestMountain Gold, Inc. since December 8, 2010. Mr. Scott also provides consulting financial services to other public companies.

Mr. Scott previously served as Chief Financial Officer and Secretary of IA Global, Inc. from October 2003 to June 2011. Previously, he held Chief Financial Officer and Secretary positions with Digital Lightwave from 2002 to 2003; Network Access Solutions from 2001 to 2002; and Teltronics, Inc. from 1997 to 2001. He has also held senior financial positions at Protel, Inc., Crystals International, Inc., Ranks Hovis McDougall, LLP and Britannia Sportswear, and worked at Arthur Andersen as an audit senior. Mr. Scott is also a certified public accountant and received a Bachelor of Arts in Accounting from the University of Washington.

**RICHARD MANDER**, Ph.D. joined the Company as Vice President of Product Management and Technology on June 26, 2012. He is known as an inspiring leader with a track record of building innovative and high quality consumer electronic products.

Mr. Mander previously served as Vice President of Product Management and Senior Director of Operations Engineering at Contour from November 2009 to June 2012. Previously, he was CEO of Carousel Information Management Solutions from August 2008 to February 2010. He has also held senior roles at HumanWare, Navman, Zanzara, and Apple. Mr. Mander earned a Ph.D. in Educational Psychology from Stanford University, M.A. from the University of Auckland, and B.A. from University of Canterbury.

**TODD MARTIN SAMES** joined the Company as Vice President, Business Development on September 5, 2012. Mr. Sames is responsible for driving new licensing agreements for the company's technology with a wide-range of original device manufacturers.

Mr. Sames brings over 25 years of technology sales and management experience to the expanding Visualant team. From 2010 to 2012, Mr. Sames held a Director position at INX, where he ultimately led in the creation of a new Business Unit. The project resulted in a successful new line of video conferencing, telecommunication, and security solutions for Cisco Systems. From 2007 to 2010, Mr. Sames held a Regional Management position at BT Conferencing, Video.

Mr. Sames has also established partnerships with other well-known companies such as Polycom, LifeSize, and TANDBERG. During his tenure conducting corporate sales at Egghead Software, Todd closed and managed Fortune 1000 accounts with Disney, Unocal, Lockheed and General Electric in addition to several other companies.

**JEFFREY KRUSE** became President of TransTech Systems in July of 2013. He joined TransTech Systems in October 2002 as their General Manager.

Mr. Kruse served as the Vice President of Business Development for Tiscor, Inc. from May 2000 to October 2002. In 2000 he also served as a Principal Consultant for Computer Task Group, Inc. From 1998 to 2000 Mr. Kruse was Vice President of Marketing for Logibro, Inc. He had joined Logibro as the Executive Vice President of their US subsidiary, Tech 7 Systems, serving in this position from 1997 to 1998. Previous to Tech 7, Mr. Kruse held the position of Executive Vice President of Intelligent Controls, Inc. from 1985 to 1997. Prior employment includes various positions in finance and operations. Mr. Kruse has an MBA from the University of Puget Sound and a BA from Whitworth University.

#### **Family Relationships**

As of August 16, 2013, there are no family relationships among our directors and executive officers.

#### **Involvement in Certain Legal Proceedings**

None of our directors or executive officers has, during the past ten years:

- Had any petition under the federal bankruptcy laws or any state insolvency law filed by or against, or had a receiver, fiscal agent, or similar officer appointed by a court for the business or property of such person, or any partnership in which he was a general partner at or within two years before the time of such filing, or any corporation or business association of which he was an executive officer at or within two years before the time of such filing;
- Been convicted in a criminal proceeding or a named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses);
- Been the subject of any order, judgment, or decree, not subsequently reversed, suspended, or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining him from, or otherwise limiting, the following activities:
  - Acting as a futures commission merchant, introducing broker, commodity trading advisor, commodity pool operator, floor broker, leverage transaction merchant, any other person regulated by the Commodity Futures Trading Commission, or an associated person of any of the foregoing, or as an investment adviser, underwriter, broker or dealer in securities, or as an affiliated person, director or employee of any investment company, bank, savings and loan association or insurance company, or engaging in or continuing any conduct or practice in connection with such activity;
  - Engaging in any type of business practice; or
  - Engaging in any activity in connection with the purchase or sale of any security or commodity or in connection with any violation of federal or state securities laws or federal commodities laws;
- Been the subject of any order, judgment, or decree, not subsequently reversed, suspended, or vacated, of any federal or state authority barring, suspending, or otherwise limiting for more than 60 days the right of such person to engage in any activity described in (i) above, or to be associated with persons engaged in any such activity;
- Been found by a court of competent jurisdiction in a civil action or by the SEC to have violated any federal or state securities law, where the judgment in such civil action or finding by the SEC has not been subsequently reversed, suspended, or vacated; or
- Been found by a court of competent jurisdiction in a civil action or by the Commodity Futures Trading Commission to have violated any federal commodities law, where the judgment in such civil action or finding by the Commodity Futures Trading Commission has not been subsequently reversed, suspended, or vacated.

#### **Committees of the Board of Directors**

The Board has three standing committees to facilitate and assist the Board in the execution of its responsibilities. The committees are currently the Audit Committee, the Nominations and Governance Committee, and the Compensation Committee. The Committees were formed July 22, 2010. The Audit and Compensation Committees are comprised solely of non-employee, independent directors. The Nominations and Governance Committee has one management director, Ronald Erickson, as Chairman. Charters for each committee are available on our website at [www.visualant.net](http://www.visualant.net). The table below shows current membership for each of the standing Board committees.

<b>Audit</b>	<b>Compensation</b>	<b>Nominating</b>
Marco Hegyi (Chairman)	Marco Hegyi (Chairman)	Ron Erickson (Chairman)
Jon Pepper	Jon Pepper	Marco Hegyi
		Jon Pepper

### **Director Independence**

The Board has affirmatively determined that each of Messrs. Pepper and Hegyi is an independent director. For purposes of making that determination, the Board used NASDAQ's Listing Rules even though we are not currently listed on NASDAQ. We expect to appoint an independent Audit Committee Chairman during 2013.

### **Compensation Committee Interlocks and Insider Participation**

No member of the Compensation Committee during the fiscal year ended September 30, 2012 served as an officer, former officer, or employee of the Company or participated in a related party transaction that would be required to be disclosed in this prospectus. Further, during this period, no executive officer of the Company served as:

- a member of the Compensation Committee or equivalent of any other entity, one of whose executive officers served as one of our directors or was an immediate family member of a director, or served on our Compensation Committee; or
- a director of any other entity, one of whose executive officers or their immediate family member served on our Compensation Committee.

### **Code of Conduct and Ethics**

We have adopted conduct and ethics standards titled the Code of Conduct and Ethics or Code of Conduct, which are available at [www.visualant.net](http://www.visualant.net) under the Investors tab. These standards were adopted by the Board to promote our transparency and integrity. The standards apply to the Board, executives and employees. Waivers of the requirements of the Code of Conduct or associated policies with respect to members of the Board or executive officers are subject to approval of the full Board.

Our Code of Conduct includes the following:

- promotes honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest;
- promotes the full, fair, accurate, timely and understandable disclosure of our financial results in accordance with applicable disclosure standards, including, where appropriate, standards of materiality;
- promotes compliance with applicable SEC and governmental laws, rules and regulations;
- deters wrongdoing; and
- requires prompt internal reporting of breaches of, and accountability for adherence to, the Code of Conduct.

On an annual basis, each director and executive officer is obligated to complete a Director and Officer Questionnaire which requires disclosure of any transactions with us in which the director or executive officer, or any member of his or her immediate family, have a direct or indirect material interest. Pursuant to the Code of Conduct, the Audit Committee and the Board are charged with resolving any conflict of interest involving management, the Board and employees on an ongoing basis.

## **EXECUTIVE COMPENSATION**

### **REMUNERATION OF EXECUTIVE OFFICERS**

The following table provides information concerning remuneration of the chief executive officer, the chief financial officer and another named executive officer for the fiscal years ended September, 2012, 2011 and 2010.



## Summary Compensation Table

Name	Principal Position		Salary (\$)	Bonus (\$)	Stock Awards (\$)	Non-Equity Incentive Plan Compensation (\$)	Option Awards (\$)(7)	Other Compensation (\$)	Total (\$)
Salary-									
Ronald P. Erickson									
(1)	Chief Executive Officer	9/30/2012	\$ 75,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,900
		9/30/2011	\$ 62,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,500
		9/30/2010	\$ -	\$ -	\$ 40,000	\$ -	\$ 52,662	\$ -	\$ 92,662
Mark Scott (2)									
	Chief Financial Officer	9/30/2012	\$ 104,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 104,000
	Secretary	9/30/2011	\$ 74,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74,000
		9/30/2010	\$ 10,000	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ 30,000
James Gingo (3)									
	Chief Executive Officer, TransTech Systems, Inc.	9/30/2012	\$ 200,016	\$ -	\$ -	\$ -	\$ -	\$ 8,001	\$ 208,017
		9/30/2011	\$ 200,016	\$ -	\$ -	\$ -	\$ -	\$ 8,001	\$ 208,017
		9/30/2010	\$ 62,649	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,649
Richard Mander, Ph.D. (4)									
	Vice President of Product Management and Technology	9/30/2012	\$ 40,615	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 43,615
		9/30/2011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		9/30/2010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Todd Martin Sames (5)									
	Vice President of Business Development	9/30/2012	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000
		9/30/2011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		9/30/2010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Former Chief Executive									
Bradley E. Spark(6) Officer									
		9/30/2012	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Director	9/30/2011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		9/30/2010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

(1) During the year ended September 30, 2010, Mr. Erickson was not paid a salary. During the year ended September 30, 2011, Mr. Erickson was paid a monthly salary of \$12,500 from May 1, 2011. During the year ended September 30, 2012, Mr. Erickson accrued a monthly salary of \$12,500 from October 1, 2011 to May 31, 2012 and \$15,000 from June 1, 2012 to September 30, 2012. As of September 30, 2012, Mr. Erickson had accrued in accounts payable- related parties \$73,600, which was paid during the year ended September 30, 2013. The 2010 stock award amount for Mr. Erickson reflects 2,000,000 shares of restricted common stock issued by us on May 10, 2010. The restricted common stock was issued at the closing bid price of \$.02 per share on May 7, 2010.

(2) During the year ended September 30, 2010, Mr. Scott was paid a monthly salary of \$2,000 from May 1, 2010 to September 30, 2010. During the year ended September 30, 2011, Mr. Scott was paid a monthly salary of \$2,000 from October 1, 2010 to January 31, 2011 and \$8,000 from February 1, 2011 to September 30, 2011. During the year ended September 30, 2012, Mr. Scott was paid a monthly salary of \$8,000 from October 1, 2011 to May 31, 2012 and \$10,000 from June 1, 2012 to September 30, 2012. The 2010 stock award amount for Mr. Scott reflects 1,000,000 shares of restricted common stock issued by us on May 10, 2010. The restricted common stock was issued at the closing bid price of \$.02 per share on May 7, 2010.

(3) During the year ended September 30, 2010, Mr. Gingo was paid a monthly salary of \$16,667 from June 8, 2010 to September 30, 2010. TransTech was acquired June 8, 2010. During the years ended September 30, 2011 and 2012, Mr. Gingo was paid a monthly salary of \$16,667. Mr. Gingo's Employment Agreement expired June 8, 2013. Mr. Gingo no longer serves as a director of the Company, and is no longer an employee, officer or director of TransTech. Mr. Gingo was provided perquisites and other personal benefits, including medical insurance and a 401k plan.

(4) During the year ended September 30, 2012, Mr. Mander was paid a monthly salary of \$12,500 from June 26, 2012 to September 30, 2012. Mr. Mander is paid \$1,000 per month for medical expenses.

(5) During the year ended September 30, 2012, Mr. Sames was paid a monthly salary of \$10,000 from September 5, 2012 to September 30, 2012.

(6) On November 12, 2009, Mr. Sparks resigned as our Chief Executive Officer and President. He held these positions since November 2006. Mr. Sparks accrued, but was not paid compensation of \$20,000 per month. During the year ended September 30, 2010, Mr. Sparks accrued payroll of \$28,000. See Certain Relationships and Related Parties for additional details.

(7) These amounts reflects the dollar amount recognized for financial statement reporting purposes for the year ended September 30, 2010, in accordance with FASB ASC Topic 718 of awards pursuant to the 2005 Stock Option Plan. Assumptions used in the calculation of this amount are included in footnotes to our audited financial statements for the fiscal years then ended September 30, 2011, 2010 and 2009. There were no grants issued in 2011 and 2012.

### Grants of Stock Based Awards in Fiscal Year Then Ended September 30, 2012

The Compensation Committee did not provide performance-based incentive compensation to the Named Executive Officers during 2012 based on our financial condition and the awards issued in 2010.

**Outstanding Equity Awards as of Fiscal Year Then Ended September 30, 2012**

Name	Option Awards (1)					Stock Awards			
	Number of Securities Underlying Unexercised Options	Number of Securities Underlying Unexercised Options	Number of Securities Underlying Unexercised Options	Option Exercise Price	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested	Market Value of Shares or Units of Stock That Have Not Vested	Number of Unearned Shares, Units or Other Rights That Have Not Vested	Market or Payout Value of Unearned Shares, Units, or Other Rights That Have Not Vested
	(#)	(#)	(#)	(\$)		(#)	(\$)	(#)	(\$)
Ronald P. Erickson	3,000,000	-	-	\$ 0.15	5/9/2020	-	\$ -	-	\$ -

1) Mr. Erickson's stock option grant vested quarterly over two years.

**Option Exercises and Stock Vested**

Our Named Executive Officers did not exercise any stock options during the years ended September, 2012, 2011 and 2010.

**Pension Benefits**

We do not provide any pension benefits.

**Nonqualified Deferred Compensation**

We do not have a nonqualified deferral program.

**Employment Agreements**

We do not have employment agreements with our Named Executive Officers.

**Potential Payments Upon Termination or Change in Control**

We do not have any potential payments upon termination or change in control with our Names Executive Officers.

**Director Summary Compensation Table**

The table below summarizes the compensation paid by us to non-employee directors during the year ended September 30, 2012.

Name	Stock Awards (1)	Option Awards (1)	Total
Bradley E. Sparks (2)	\$ 4,000	\$ -	\$ 4,000
Marco Hegyi	-	190,000	190,000
Dr. Masahiro Kawahata (2)	8,000	-	8,000
Jon Pepper	6,000	-	6,000
Yoshitami Arai (2)	8,000	-	8,000
James Gingo (2)	-	-	-
Paul R. Bonderson Jr. (2)	6,000	-	6,000
<b>Total</b>	<b>\$ 32,000</b>	<b>\$ 190,000</b>	<b>\$ 222,000</b>

(1) Reflects the dollar amount recognized for financial statement reporting purposes for the year then ended September 30, 2012 in accordance with FASB ASC Topic 718. The assumptions used in the valuation of options is included in the Footnotes of the Form 10-K as filed with the SEC on November 13, 2012. On February 24, 2012, the Board of Directors authorized to Marco Hegyi, our Chairman of the Board, the grant of qualified and non-qualified options to purchase 1,900,000 shares of our common stock at \$0.10 per share. The stock option grants vested 750,000 on February 24, 2012 and 250,000 shares per quarter over two years and expire in ten years. If there is a change in control, the stock option grant is fully vested.

(5) Mr. Sparks resigned from the Board of Directors effective September 6, 2012. Mr. Bonderson resigned from the Board of Directors effective April 21, 2012. Dr. Kawahata resigned from the Board of Directors effective November 30, 2012. Mr. Arai chose not to stand for re-election at the 2013 Annual Shareholder Meeting and resigned effective December 26, 2012. Mr. Gingo's Employment Agreement expired June 8, 2013.

We paid \$195,000 for fees to Dr. Kawahata and Mr. Arai, two former Directors as a finder fee for their services in closing the SPP transactions. We paid \$60,000 on June 25, 2012 and \$135,000 on July 25, 2012.

#### **Compensation Paid to Board Members**

Our independent non-employee directors are not compensated in cash. The only compensation has been in the form of stock awards (see Director Summary Compensation Table just above). There is no stock compensation plan for independent non-employee directors.

#### **SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT**

The following table sets forth certain information regarding the ownership of our common stock as of August 16, 2013 by:

- each director and nominee for director;
- each person known by us to own beneficially 5% or more of our common stock;
- each officer named in the summary compensation table elsewhere in this report; and
- all directors and executive officers as a group.

The amounts and percentages of common stock beneficially owned are reported on the basis of regulations of the SEC governing the determination of beneficial ownership of securities. Under the rules of the SEC, a person is deemed to be a "beneficial owner" of a security if that person has or shares voting power," which includes the power to vote or to direct the voting of such security, or "investment power," which includes the power to dispose of or to direct the disposition of such security. A person is also deemed to be a beneficial owner of any securities of which that person has the right to acquire beneficial ownership within 60 days. Under these rules more than one person may be deemed a beneficial owner of the same securities and a person may be deemed to be a beneficial owner of securities as to which such person has no economic interest.

Unless otherwise indicated below, each beneficial owner named in the table has sole voting and sole investment power with respect to all shares beneficially owned, subject to community property laws where applicable. The address of each beneficial owner of more than 5% of common stock is as follows:

	Shares Beneficially Owned	
	Amount	Percentage
Directors and Officers-		
Ronald P. Erickson	20,607,532	7.0%
Mark Scott	2,434,083	0.8%
Marco Hegyi	2,525,000	*
Jon Pepper	1,650,000	0.6%
Richard Mander	250,000	*
Todd Sames	250,000	*
Ichiro Takesako/ SPP	17,307,693	5.9%
Total Directors and Officers (7 in total)	45,024,308	14.2%

	Shares Beneficially Owned	
	Number	Percentage
Greater Than 5% Ownership		
Special Situations Technology Funds, L.P./ Adam Stettner (3) 527 Madison Avenue Suite 2600 New York, NY 10022	26,327,725	8.9%
Ronald P. Erickson (1) 500 Union Street , Suite 420 Seattle, WA 98101	20,607,532	7.0%
Sumitomo Precision Products Co., Ltd./ Ichiro Takesako (2) 1-10 Fuso-cho Amagasaki Hyogo 660-0891 Japan	17,307,693	5.9%

(1) Reflects the shares beneficially owned by Ronald Erickson as stated in a Schedule 13D filed with the SEC on June 14, 2013, and which has subsequently confirmed the ownership.

(2) Reflects the shares beneficially owned by Sumitomo Precision Products Co., Ltd as stated in a Schedule 13D filed with the SEC on June 23, 2012, and which has subsequently confirmed the ownership.

(3) Reflects the shares beneficially owned by Special Situations Technology Funds, L.P., which has confirmed the ownership as a result of the Private Placement which closed June 14, 2013. Special Situations Technology Funds, L.P. is limited to 9.9% ownership.

#### CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

##### Certain Relationship- Joint Development Agreement with Sumitomo Precision Products Co., Ltd.

On May 31, 2012, we entered into a Joint Research and Product Development Agreement with SPP, a publicly-traded Japanese corporation, for the commercialization of our ChromaID™ technology. On March 29, 2013, we entered into an Amendment to Joint Research and Product Development Agreement or Amended Agreement with SPP. The Amended Agreement extends the Joint Development Agreement from March 31, 2013 to December 31, 2013 and focuses on the commercialization of our ChromaID™ technology.

SPP invested \$2,250,000 in exchange for 17,307,693 shares of restricted common shares priced at \$0.13 per share that was funded on June 21, 2012. SPP also paid the Company an initial payment of \$1 million in accordance for an exclusive License Agreement which covers select countries in Asia. A running royalty for the license granted under the License Agreement will be negotiated at the completion of the Joint Development Agreement. The SPP License fee was recorded as revenue over the life the Joint Development Agreement and was fully recorded as of May 31, 2013.

SPP is publicly traded in Japan and has operations in Japan, United States, China, United Kingdom, Canada and other parts of the world.

We have recorded \$100,000 in accounts payable- related parties as of June 30, 2013 for amounts due SPP under the Joint Development Agreement for a one-time payment.

#### **Certain Relationship- Purchase Agreement with Special Situations and forty other Accredited Investors**

On June 10, 2013, we entered into a Purchase Agreement, Warrants, Registration Rights Agreement and Voting Agreement with Special Situations and forty other accredited investors pursuant to which we issued 52,300,000 shares of common stock at \$0.10 per share for a total of \$5,230,000, which amount includes the conversion of \$500,000 in outstanding debt of the Company owed to one of its officers. As part of the transaction which closed June 14, 2013, we issued to the investors (i) five year Series A Warrants to purchase a total of 52,300,000 shares of common stock at \$0.15 per share; and (ii) five year Series B Warrants to purchase a total of 52,300,000 shares of common stock at \$0.20 per share. Since we currently have an insufficient number of authorized shares of common stock to permit the exercise of all of the Series A and Series B Warrants, the Warrants were issued subject to authorization and approval of an increase in the number of authorized shares of the Company by its stockholders at a special meeting of the stockholders to be held in August 2013. We also agreed to file a registration statement on Form S-1 to register the resale of all shares issued in the Transaction and use commercially reasonable efforts to have the registration statement declared effective as soon as practicable. We must pay damages if the registration statement is not declared effective within one hundred and twenty days of the June 14, 2013 closing of the Transaction. In addition, we have agreed to file a registration statement on Form S-1 to register the resale of all shares underlying the Warrants within five business days of the special meeting of the stockholders of Visualant, Inc. approving the increase in the number of authorized shares, which was held on August 9, 2013.

We paid legal fees and expenses in the amount of \$35,000 to a law firm for Special Situations in connection with the transaction. We also paid sales commission and expenses of \$466,600 to GVC Capital and issued 5,230,000 placement agent warrants exercisable at \$0.10 per share, with an obligation to issue up to 5,230,000 additional placement agent warrants exercisable at \$0.15 per share. The \$0.15 placement agent warrants shall issue only upon the exercise of the Series A Warrants by the investors, and are issuable ratably based upon the number of Warrants exercised by the investors. The placement agent warrants have a term of five years from the date of closing of the Transaction.

In connection with and as a condition of the Private Placement, the investors obtained voting agreements from existing stockholders holding an aggregate of 38,359,633 shares of our common stock requiring those stockholders to vote their shares in favor of an increase in the number of our authorized shares of common stock from 200,000,000 to no less than 500,000,000 at a Special Shareholder Meeting.

#### **Related Party Transactions with James Gingo**

We acquired a 100% interest in TransTech by issuing a Promissory Note or Note on June 8, 2010 to James Gingo, the President of TransTech, in the amount of \$2,300,000, plus interest at the rate of three and one-half percent per annum from the date of the Note. The Note was secured by a security interest in the stock and assets of TransTech. We paid the final note payment of \$1,000,000 and interest of \$30,397 on June 12, 2013. Mr. Gingo's Employment Agreement expired June 8, 2013. He resigned from the Board of Directors effective June 21, 2013, and is no longer employed by the Company or TransTech. Prior to June 21, 2013, Mr. Gingo guaranteed the Secured Credit Facility with BFI Finance Corp. The balance due under this Secured Credit Facility was \$678,259 as of March 31, 2013. We have recorded accrued expenses- related parties of \$0 and \$5,849 for accrued interest as of June 30, 2013 and September 30, 2012, respectively.

#### **Related Party Transactions with Ronald P. Erickson**

An affiliate of Mr. Erickson, our Chief Executive Officer, Juliz I Limited Partnership, loaned the Company operating funds during fiscal 2009. The Demand Notes totaled \$34,630 and accrued interest at 8% per annum. We paid the Demand Notes plus accrued interest of \$9,708 during the year ended September 30, 2012.

Additionally, Mr. Erickson incurred expenses on behalf of the Company for a total of \$24,322 during the 2009 fiscal year. The balance was converted into a Demand Note as of September 30, 2009 and accrued interest at 8% per annum. We paid the Demand Note plus accrued interest of \$5,294 during the year ended September 30, 2012.

We have recorded accounts payable- related parties as of \$0 and \$73,600 for payroll or expenses as of June 30, 2013 and September 30, 2012, respectively.

Mr. Erickson, our Chief Executive Officer and/or entities in which Mr. Erickson has a beneficial interest have made advances and loans to us in the total principal amount of \$960,000 on or before the date hereof at an average annual interest rate of 4.2%. In addition, Mr. Erickson and/or entities in which Mr. Erickson has a beneficial interest also have unreimbursed 2013 expenses and unpaid salary and interest from 2013 on the outstanding principal amount of the Loans totaling approximately \$65,000 as of June 14, 2013. Mr. Erickson and related entities converted \$500,000 of the advances and loans as part of the PPM which closed June 14, 2013. The remaining amounts were paid to Mr. Erickson and related entities prior to June 30, 2013.

### **Related Party Transactions with Bradley Sparks**

On November 12, 2009, Mr. Sparks resigned as our Chief Executive Officer and President. He held these positions since November 2006. Mr. Sparks accrued, but was not paid, compensation of \$20,000 per month. In addition, Mr. Sparks entered into (i) a demand note dated February 27, 2007 for \$50,000 plus loan fees of \$750. Interest accrued on the note at a rate of 18% per annum, with a penalty interest rate of 30%; and (ii) a demand note dated September 30, 2009 for \$22,478. Interest accrued at 8% per annum, with a default interest rate of 12%.

On September 6, 2012, Mr. Sparks resigned from the Board of Directors. In addition, we signed a Settlement and Release Agreement or Sparks Agreement with Mr. Sparks. The Sparks Agreement required (i) payment of \$50,750 (paid) and issuance of 513,696 shares of our common stock for full payment on a note and related accrued interest of \$66,780; (ii) payment of \$39,635 to Mr. Sparks for a note, accrued interest and other unpaid expenses (paid); and (iii) issuance of 4,000,000 restricted shares of our common stock to Mr. Spark for unpaid compensation in the amount of \$721,333. The above is in full settlement of all outstanding liabilities due to Mr. Sparks.

Mr. Sparks is the cousin of Ronald Erickson, our Chief Executive Officer.

### **Related Party Transactions with Dr. Masahiro Kawahata and Yoshitami Arai**

We paid \$195,000 for fees to Dr. Kawahata and Mr. Arai, two former Directors, as a finder fee for their services in closing the SPP transactions. We paid \$60,000 on June 25, 2012 and \$135,000 on July 25, 2012. Dr. Kawahata resigned from the Board of Directors effective November 30, 2012. Mr. Arai chose not to stand for re-election at the 2013 Annual Shareholder Meeting and resigned effective December 26, 2012.

### **Related Party Transaction with Mark Scott**

Mr. Mark Scott, our Chief Financial Officer, invested \$10,000 in the Private Placement which closed June 14, 2013.

## **DESCRIPTION OF SECURITIES**

### **Common Stock**

Our common stock is \$.001 par value, 500,000,000 shares authorized and as of August 16, 2013, we had 166,679,149 issued and outstanding, held by approximately 141 shareholders of record. The number of stockholders, including beneficial owners holding shares through nominee names is approximately 1,375. Each share of Common Stock entitles its holder to one vote on each matter submitted to the shareholders for a vote, and no cumulative voting for directors is permitted. Stockholders do not have any preemptive rights to acquire additional securities issued by the Company. As of August 16, 2013, we had 112,357,051 shares of common stock reserved for issuance upon exercise of outstanding warrants. Since we currently have an insufficient number of authorized shares of common stock to permit the exercise of all of the outstanding Series A and Series B Warrants issued to Special Situations and the other Investors in the above-referenced Transaction, the Warrants were issued subject to authorization and approval of an increase in the number of authorized shares of common stock of the Company by its stockholders at a special meeting of the stockholders to be held on August 9, 2013.

American Stock Transfer and Trust Company is the transfer agent and registrar for our Common Stock.

### **Preferred Stock**

On September 13, 2002, 50,000,000 shares of preferred stock with a par value of \$0.001 were authorized by the shareholders. There are no preferred shares issued and the terms have not been determined.

### **Stock Incentive Plan**

On April 29, 2011, the 2011 Stock Incentive Plan was approved at the Annual Stockholder Meeting. We were authorized to issue options for, and have reserved for issuance, up to 7,000,000 shares of common stock under the 2011 Stock Incentive Plan. On March 21, 2013, we were authorized to issue options for up to 14,000,000 shares under the 2011 Stock Incentive Plan at the Annual Stockholder Meeting.

### Change in Control Provisions

Our articles of incorporation provide for a maximum of nine directors, and the size of the Board cannot be increased by more than three directors in any calendar year. There is no provision for classification or staggered terms for the members of the Board of Directors.

Our articles of incorporation also provide that except to the extent the provisions of Nevada General Corporation Law require a greater voting requirement, any action, including the amendment of the Company's articles or bylaws, the approval of a plan of merger or share exchange, the sale, lease, exchange or other disposition of all or substantially all of the Company's property other than in the usual and regular course of business, shall be authorized if approved by a simple majority of stockholders, and if a separate voting group is required or entitled to vote thereon, by a simple majority of all the votes entitled to be cast by that voting group.

### Amendment of Bylaws

Our Board of Directors has the authority to amend our bylaws; however, the stockholders, under the provisions of our articles of incorporation as well as our bylaws, have the concurrent power to amend the bylaws.

### Market Price of and Dividends on Common Equity and Related Stockholder Matters

Our common stock trades on OTCQB Exchange under the symbol "VSUL". The following table sets forth the range of the high and low sale prices of the common stock for the periods indicated:

Quarter Ended	High	Low
December 31, 2012	\$ 0.20	\$ 0.08
March 31, 2013	\$ 0.15	\$ 0.07
June 30, 2013	\$ 0.15	\$ 0.08
December 31, 2011	\$ 0.13	\$ 0.05
March 31, 2012	\$ 0.12	\$ 0.05
June 30, 2012	\$ 0.16	\$ 0.08
September 30, 2012	\$ 0.18	\$ 0.07
December 31, 2010	\$ 0.74	\$ 0.23
March 31, 2011	\$ 0.70	\$ 0.33
June 30, 2011	\$ 0.57	\$ 0.21
September 30, 2011	\$ 0.24	\$ 0.08
December 31, 2009	\$ 0.17	\$ 0.04
March 31, 2010	\$ 0.16	\$ 0.05
June 30, 2010	\$ 0.40	\$ 0.05
September 30, 2010	\$ 0.40	\$ 0.14

As of August 13, 2013, the closing price of our common stock was \$0.08 per share. As of August 16, 2013, there were 166,679,149 shares of common stock outstanding.

### Holders

As of August 16, 2013, we had approximately 141 stockholders of record of our common stock based upon the stockholder list provided by our transfer agent. The number of stockholders, including the beneficial owners' shares through nominee names, is approximately 1,370.

### Transfer Agent

Our transfer agent is American Stock Transfer & Trust Company located at 6201 15th Avenue, Brooklyn, New York 11219, and their telephone number is (800) 937-5449.

### Dividends

We have never paid any cash dividends and intend, for the foreseeable future, to retain any future earnings for the development of our business. Our future dividend policy will be determined by the board of directors on the basis of various factors, including our results of operations, financial condition, capital requirements and investment opportunities.

### Other Information

The description of our capital stock does not purport to be complete and is qualified in all respects by reference to our (i) Amended and Restated Articles of Incorporation, filed as an exhibit to our Form Preliminary 14A filed on December 28, 2012; (ii) Amended and Restated Bylaws; and (iii) Form of Purchase Agreement, Warrants, Registration Rights Agreement and Voting Agreement dated June 10, 2013 by and between Visualant, Inc. and Special Situations Technology Funds and forty accredited investors.

## **CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

There are not and have not been any disagreements between us and our accountants on any matter of accounting principles, practices, or financial statement disclosure during our two most recent fiscal years and subsequent interim period.

### *Dismissal of Madsen & Associates CPA's, Inc.*

On September 26, 2012, we dismissed Madsen & Associates CPA's, Inc. as our independent registered public accounting firm. The decision to change accountants was approved by our Audit Committee.

The Madsen reports on our consolidated financial statements for the past two fiscal years did not contain an adverse opinion or a disclaimer of opinion and were not qualified or modified as to uncertainty, audit scope or accounting principles, except that the audit report of Madsen on our financial statements for fiscal years 2010 and 2011 contained an explanatory paragraph which noted that there was substantial doubt about our ability to continue as a going concern.

During our fiscal years ended December 31, 2010 and 2011 and through September 26, 2012, (i) there were no disagreements with Madsen on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which disagreements, if not resolved to Madsen's satisfaction, would have caused Madsen to make reference to the subject matter of such disagreements in its reports on our consolidated financial statements for such years, and (ii) there were no reportable events as defined in Item 304(a)(1)(v) of Regulation S-K other than: At September 30, 2010, we reported no material weakness in internal control over financial reporting. At September 30, 2011 and during the interim periods through June 30, 2012, we reported a material weakness in internal control. While we have an audit committee, the financial expert is not independent and attended 50% of the committee meetings. We is currently reviewing the financial expert situation.

### *Engagement of PMB Helin Donovan LLP*

On September 26, 2012 we, upon the Audit Committee's approval, engaged the services of PMB Helin Donovan LLP as our new independent registered public accounting firm to audit our consolidated financial statements as of September 30, 2012 and for the year then ended. PMB performed no prior work on our financial statements. PMB has performed reviews of the unaudited consolidated quarterly financial statements included in our quarterly reports on Form 10-Q going forward.

## **DISCLOSURE OF COMMISSION POSITION ON INDEMNIFICATION FOR SECURITIES ACT LIABILITIES**

Under Nevada law, a corporation may include in its articles of incorporation ("Articles") a provision that eliminates or limits the personal liability of a director to the corporation or its stockholders for monetary damages as a result of any act or failure to act in his capacity as a director, except that no such provision may eliminate or limit the liability of a director (a) for any breach of his fiduciary duty as a director, (b) for acts or omissions not in good faith or that involve intentional misconduct, fraud or a knowing violation of law, (c) for conduct violating the Nevada General Corporation Law, or (d) for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled.

Section 78.7502 of the Nevada Revised Statutes or NRS provides, in general, that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the corporation, by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding if the person acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.

NRS Section 78.4502 also provides, in general, that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by the person in connection with the defense or settlement of the action or suit if the person acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation; provided, however, that indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the corporation or for amounts paid in settlement to the corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.



Any indemnification pursuant to the above provisions may be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances. The determination must be made: (a) by the stockholders; (b) by the Board of Directors by majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding; (c) if a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding so orders, by independent legal counsel in a written opinion; or (d) if a quorum consisting of directors who were not parties to the action, suit or proceeding cannot be obtained, by independent legal counsel in a written opinion.

Under Article X of the Company's Amended and Restated Articles of Incorporation, the personal liability of all its directors is eliminated to the fullest extent allowed by Nevada law. In addition, a director shall not be personally liable to the corporation or its stockholders for monetary damages for conduct as a director, except for liability (a) for acts or omissions that involve intentional misconduct or a knowing violation of law; (b) for conducting violating the Nevada General Corporation Law; or (c) for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled.

Article XI of the Articles of Incorporation also provides for indemnification of the Company's directors and officers, and authorizes the Company to purchase and maintain insurance or make other financial arrangements on behalf of any director, officer, agent or employee of the corporation, for any liability asserted against him and for expenses incurred by him in his capacity as a director, officer, employee or agent, arising out of his status as such, whether or not the corporation has the authority to indemnify him against such liability and expenses.

The Company currently has a directors' and officers' liability insurance policy in place pursuant to which its directors and officers are insured against certain liabilities, including certain liabilities under the Securities Act of 1933, as amended or Securities A and the Securities and Exchange Act of 1934, as amended or Exchange Act .

Insofar as indemnification for liabilities arising out of the Securities Act may be permitted to directors, officers or persons controlling the Company pursuant to the provisions described above, we have been informed that, in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

#### **ADDITIONAL INFORMATION**

We are subject to the reporting requirements of the Securities Exchange Act of 1934, as amended. Reports filed with the SEC pursuant to the Exchange Act, including proxy statements, annual and quarterly reports, and other reports filed by us can be inspected and copied at the public reference facilities maintained by the SEC at the Headquarters Office, 100 F. Street N.E., Room 1580, Washington, D.C. 20549. The reader may obtain information on the operation of the public reference room by calling the SEC at 1-800-SEC-0330. The reader can request copies of these documents upon payment of a duplicating fee by writing to the SEC. Our filings are also available on the SEC's internet site at <http://www.sec.gov>.

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**VISUALANT, INC. AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**

<b>ASSETS</b>	<u>June 30, 2013</u>	<u>September 30, 2012</u> (Audited)
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 1,509,829	\$ 1,141,165
Restricted cash	200,000	-
Accounts receivable, net of allowance of \$40,750 and \$16,750, respectively	809,856	1,012,697
Prepaid expenses	63,463	222,978
Inventories	690,629	344,692
Refundable tax assets	30,045	29,316
Total current assets	<u>3,303,822</u>	<u>2,750,848</u>
<b>EQUIPMENT, NET</b>	442,270	469,001
<b>OTHER ASSETS</b>		
Intangible assets, net	855,689	1,110,111
Goodwill	983,645	983,645
Other assets	6,161	6,161
Total assets	<u>\$ 5,591,587</u>	<u>\$ 5,319,766</u>
<b>LIABILITIES AND STOCKHOLDERS' (DEFICIT) EQUITY</b>		
<b>CURRENT LIABILITIES:</b>		
Accounts payable - trade	\$ 2,297,387	\$ 1,593,861
Accounts payable - related parties	103,691	73,737
Accrued expenses	55,859	391,311
Accrued expenses - related parties	-	5,849
Deferred revenue	-	666,667
Convertible notes payable	-	750,000
Derivative liability - warrants	4,184,000	-
Notes payable - current portion of long term debt	683,101	1,631,903
Total current liabilities	<u>7,324,038</u>	<u>5,113,328</u>
<b>LONG TERM LIABILITIES:</b>		
Long term debt	<u>2,455</u>	<u>4,015</u>
<b>COMMITMENTS AND CONTINGENCIES</b>		
	-	-
<b>STOCKHOLDERS' (DEFICIT) EQUITY:</b>		
Preferred stock - \$0.001 par value, 50,000,000 shares authorized, no shares issued and outstanding	-	-
Common stock - \$0.001 par value, 500,000,000 shares authorized, 166,677,149 and 90,992,954 shares issued and outstanding at 6/30/13 and 9/30/12, respectively	166,679	90,993
Additional paid in capital	17,430,415	13,995,554
Accumulated deficit	(19,378,609)	(13,915,931)
Total stockholders' (deficit) equity	<u>(1,781,515)</u>	<u>170,616</u>
Noncontrolling interest	46,609	31,807
Total liabilities and stockholders' (deficit) equity	<u>\$ 5,591,587</u>	<u>\$ 5,319,766</u>

The accompanying notes are an integral part of these consolidated financial statements.

**VISUALANT, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**

	Three Months Ended,		Nine Months Ended,	
	June 30, 2013	June 30, 2012	June 30, 2013	June 30, 2012
REVENUE	\$ 2,060,250	\$ 1,813,625	\$ 6,333,552	\$ 5,525,785
COST OF SALES	1,642,240	1,457,420	4,807,196	4,512,899
GROSS PROFIT	418,010	356,205	1,526,356	1,012,886
RESEARCH AND DEVELOPMENT EXPENSES	341,231	23,000	720,022	99,000
SELLING, GENERAL AND ADMINISTRATIVE EXPENSES	1,018,083	1,076,134	3,570,911	2,754,050
OPERATING LOSS	(941,304)	(742,929)	(2,764,577)	(1,840,164)
OTHER INCOME (EXPENSE):				
Interest expense	(38,605)	(12,261)	(154,642)	(128,503)
Other income	5,296	7,610	25,206	19,758
Loss on change - derivative liability warrants	(1,448,710)	-	(1,448,710)	-
Loss on purchase of warrants and additional investment right	-	-	(1,150,000)	-
Total other expense	(1,482,019)	(4,651)	(2,728,146)	(108,745)
LOSS BEFORE INCOME TAXES	(2,423,323)	(747,580)	(5,492,723)	(1,948,909)
Income taxes - current benefit	(13,910)	(9,965)	(30,045)	(24,159)
NET LOSS	(2,409,413)	(737,615)	(5,462,678)	(1,924,750)
NONCONTROLLING INTEREST	(6,476)	(786)	(14,802)	2,750
NET (LOSS) ATTRIBUTABLE TO VISUALANT, INC. AND SUBSIDIARIES COMMON SHAREHOLDERS	\$ (2,402,937)	\$ (736,829)	\$ (5,447,876)	\$ (1,927,500)
Basic and diluted income (loss) per common share attributable to Visualant, Inc. and subsidiaries common shareholders-				
Basic and diluted income (loss) per share	\$ (0.02)	\$ (0.01)	\$ (0.05)	\$ (0.03)
Weighted average shares of common stock outstanding- basic and diluted	124,638,584	67,597,374	108,181,494	59,398,032

The accompanying notes are an integral part of these consolidated financial statements.

**VISUALANT, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**

	Nine Months Ended,	
	June 30, 2013	June 30, 2012
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Net loss	\$ (5,462,678)	\$ (1,927,500)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities		
Depreciation and amortization	303,270	258,870
Issuance of capital stock for services and expenses	254,500	229,000
Issuance of warrants for services and expenses	25,000	-
Issuance of capital stock for accrued liabilities	136,630	11,454
Stock based compensation	227,335	250,069
(Loss) on sale of assets	(10,572)	(7,189)
Loss on purchase of warrants and additional investment right	850,000	-
Loss on change - derivative liability warrants	1,448,710	-
Provision for losses on accounts receivable	29,281	-
Changes in operating assets and liabilities:		
Accounts receivable	301,700	111,804
Prepaid expenses	159,515	39,128
Inventory	(345,937)	61,114
Accounts payable - trade and accrued expenses	264,039	478,206
Deferred revenue	(666,667)	916,667
Income tax receivable	(729)	(15,080)
<b>CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES</b>	<b>(2,486,603)</b>	<b>406,543</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Capital expenditures	(23,746)	5,301
Proceeds from sale of equipment	12,201	8,302
<b>NET CASH (USED IN) PROVIDED BY INVESTING ACTIVITIES:</b>	<b>(11,545)</b>	<b>13,603</b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Proceeds from line of credit	109,337	(1,734)
Repayment of debt	(1,899,500)	(26,822)
Proceeds from the issuance of common stock	4,852,372	2,626,669
Repayments of capital leases	(10,199)	(9,489)
Change in noncontrolling interest	14,802	(15,478)
<b>NET CASH PROVIDED BY FINANCING ACTIVITIES</b>	<b>3,066,812</b>	<b>2,573,146</b>
<b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	<b>568,664</b>	<b>2,993,292</b>
<b>CASH AND CASH EQUIVALENTS, beginning of period</b>	<b>1,141,165</b>	<b>92,313</b>
<b>CASH AND CASH EQUIVALENTS, end of period</b>	<b>\$ 1,709,829</b>	<b>\$ 3,085,605</b>
<b>Supplemental disclosures of cash flow information:</b>		
Interest paid	\$ 109,545	\$ 12,458
Taxes paid	\$ -	\$ -
<b>Non-cash investing and financing activities:</b>		
Debt converted to common stock	\$ 750,000	\$ 200,000
Note payable issued for additional investment right	\$ 850,000	\$ -
Acquisition of leased equipment	\$ -	\$ 597

The accompanying notes are an integral part of these consolidated financial statements.

**VISUALANT, INCORPORATED AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**1. ORGANIZATION**

Visualant, Inc. (the "Company" or "Visualant") was incorporated under the laws of the State of Nevada on October 8, 1998 with authorized common stock of 500,000,000 shares at \$0.001 par value. On September 13, 2002, 50,000,000 shares of preferred stock with a par value of \$0.001 were authorized by the shareholders. There are no preferred shares issued and the terms have not been determined. The Company's executive offices are located in Seattle, Washington.

The Company has invented a way to shine light at a material (solid surface, liquid, or gas) and measure the amount of light that is reflected back. The pattern of this reflected light is compared to other patterns the Company has captured and this allows the Company to identify, detect, or diagnose materials that cannot be identified by the human eye. The Company refers to this pattern of reflected light as a ChromaID™. The Company designs ChromaID Scanner devices made with electronic, optical, and software parts to produce and capture the light.

The Company's first product, the ChromaID F12 Lab Kit, scans and identifies solid surfaces. The Company is marketing this product to customers who are considering licensing the technology. Target markets include, but are not limited to, commercial paint manufacturers, pharmaceutical equipment manufacturers, process control companies, currency paper and ink manufacturers, security card, reader, and scanner manufacturers, food processing, and electronic gaming.

Through our wholly owned subsidiary, TransTech Systems, Inc., based in Aurora, Oregon, the Company provides value added security and authentication solutions to corporate and government security and law enforcement markets throughout the United States.

On June 10, 2013, the Company entered into a Purchase Agreement, Warrants, Registration Rights Agreement and Voting Agreement with Special Situations and forty other accredited investors pursuant to which we issued 52,300,000 shares of common stock at \$0.10 per share for a total of \$5,230,000, which amount includes the conversion of \$500,000 in outstanding debt of the Company owed to one of its officers. As part of the transaction which closed on June 14, 2013, the Company issued to the investors (i) five year Series A Warrants to purchase a total of 52,300,000 shares of common stock at \$0.15 per share; and (ii) five year Series B Warrants to purchase a total of 52,300,000 shares of common stock at \$0.20 per share. The transaction was entered into to strengthen our balance sheet, complete the purchase of our TransTech subsidiary, and provide working capital to support the rapid movement of our ChromaID technology into the marketplace.

The Company has a Joint Development Agreement through December 31, 2013 with Sumitomo Precision Products Co., Ltd., which focuses on the commercialization of the ChromaID™ technology as well as a License Agreement providing SPP with an exclusive license of the ChromaID™ technology in identified Asian territories. SPP is publicly traded in Japan and has operations in Japan, United States, China, United Kingdom, Canada and other parts of the world.

To date, the Company been issued five patents by the United States Office of Patents and Trademarks. See page F-8 for more detailed information regarding the Company's patents and business.

**2. GOING CONCERN**

The accompanying financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. The Company incurred net losses of \$5,462,678 and \$2,725,692 for the nine months ended June 30, 2013 and the year ended September 30, 2012, respectively. Our net cash used in operating activities was \$2,468,603 for the nine months ended June 30, 2013.

The Company anticipates that it will record losses from operations for the foreseeable future. As of June 30, 2013, our accumulated deficit was \$19,378,609. The Company has limited capital resources, and operations to date have been funded with the proceeds from private equity and debt financings and loans from Ronald P. Erickson, our Chief Executive Officer. These conditions raise substantial doubt about our ability to continue as a going concern. The audit report prepared by our independent registered public accounting firm relating to our financial statements for the year ended September 30, 2012 includes an explanatory paragraph expressing the substantial doubt about our ability to continue as a going concern.

Continuation of the Company as a going concern is dependent upon obtaining additional working capital. The financial statements do not include any adjustments that might be necessary if we are unable to continue as a going concern.

**3. SIGNIFICANT ACCOUNTING POLICIES: ADOPTION OF ACCOUNTING STANDARDS**

**PRINCIPLES OF CONSOLIDATION** - The consolidated financial statements include the accounts of the Company and its wholly owned and majority-owned subsidiaries. Inter-Company items and transactions have been eliminated in consolidation.

**CASH AND CASH EQUIVALENTS** - The Company classifies highly liquid temporary investments with an original maturity of three months or less when purchased as cash equivalents. The Company maintains cash balances at various financial institutions. Balances at US banks are insured by the Federal Deposit Insurance Corporation up to \$250,000. Beginning December 31, 2010 and through December 31, 2013, all noninterest-bearing transaction accounts are fully insured, regardless of the balance of the account, at all FDIC-insured institutions. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant risk for cash on deposit.

**VISUALANT, INCORPORATED AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**ACCOUNTS RECEIVABLE AND ALLOWANCE FOR DOUBTFUL ACCOUNTS** - Accounts receivable consist primarily of amounts due to the Company from normal business activities. The Company maintains an allowance for doubtful accounts to reflect the expected non-collection of accounts receivable based on past collection history and specific risks identified within the portfolio. If the financial condition of the customers were to deteriorate resulting in an impairment of their ability to make payments, or if payments from customers are significantly delayed, additional allowances might be required.

**INVENTORIES** - Inventories consist primarily of printers and consumable supplies, including ribbons and cards, badge accessories, capture devices, and access control components held for resale and are stated at the lower of cost or market on the first-in, first-out ("FIFO") method. Inventories are considered available for resale when drop shipped and invoiced directly to a customer from a vendor, or when physically received by TransTech at a warehouse location. The company records a provision for excess and obsolete inventory whenever an impairment has been identified. There is a \$10,000 reserve for impaired inventory as of June 30, 2013 and September 30, 2012.

**EQUIPMENT** - Equipment consists of machinery, leasehold improvements, furniture and fixtures and software, which are stated at cost less accumulated depreciation and amortization. Depreciation is computed by the straight-line method over the estimated useful lives or lease period of the relevant asset, generally 2-10 years, except for leasehold improvements which are depreciated over 5-20 years.

**INTANGIBLE ASSETS / INTELLECTUAL PROPERTY** – The Company amortizes the intangible assets and intellectual property acquired in connection with the acquisition of TransTech, over sixty months on a straight - line basis, which was the time frame that the management of the Company was able to project forward for future revenue, either under agreement or through expected continued business activities. Intangible assets and intellectual property acquired from RATLab LLC and Javelin are recorded likewise.

**GOODWILL** – Goodwill is the excess of cost of an acquired entity over the fair value of amounts assigned to assets acquired and liabilities assumed in a business combination. With the adoption of ASC 350, goodwill is not amortized, rather it is tested for impairment annually, and will be tested for impairment between annual tests if an event occurs or circumstances change that would indicate the carrying amount may be impaired. Impairment testing for goodwill is done at a reporting unit level. Reporting units are one level below the business segment level, but are combined when reporting units within the same segment have similar economic characteristics. Under the criteria set forth by ASC 350, the Company has one reporting unit based on the current structure. An impairment loss generally would be recognized when the carrying amount of the reporting unit's net assets exceeds the estimated fair value of the reporting unit. The Company performs annual assessments and has determined that no impairment is necessary.

**LONG-LIVED ASSETS** – The Company reviews its long-lived assets for impairment when changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Long-lived assets under certain circumstances are reported at the lower of carrying amount or fair value. Assets to be disposed of and assets not expected to provide any future service potential to the Company are recorded at the lower of carrying amount or fair value (less the projected cost associated with selling the asset). To the extent carrying values exceed fair values, an impairment loss is recognized in operating results.

**FAIR VALUE MEASUREMENTS AND FINANCIAL INSTRUMENTS** – ASC Topic 820, *Fair Value Measurement and Disclosures*, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. This topic also establishes a fair value hierarchy, which requires classification based on observable and unobservable inputs when measuring fair value. The fair value hierarchy distinguishes between assumptions based on market data (observable inputs) and an entity's own assumptions (unobservable inputs). The hierarchy consists of three levels:

Level 1 – Quoted prices in active markets for identical assets and liabilities;

Level 2 – Inputs other than level one inputs that are either directly or indirectly observable; and

**VISUALANT, INCORPORATED AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Level 3 – Unobservable inputs developed using estimates and assumptions, which are developed by the reporting entity and reflect those assumptions that a market participant would use.

Financial Instruments	Fair Value Measurements Using Inputs			Carrying Amount at June 30, 2013
	Level 1	Level 2	Level 3	
<b>Liabilities:</b>				
Derivative Instruments - Warrants	\$ -	\$ 4,184,000	\$ -	\$ 4,184,000
<b>Total</b>	<b>\$ -</b>	<b>\$ 4,184,000</b>	<b>\$ -</b>	<b>\$ 4,184,000</b>

Liabilities measured at fair value on a recurring basis are summarized as follows:

	June 30, 2013
Market price and estimated fair value of common stock:	\$ 0.090
Exercise price	\$ 0.15-0.20
Expected term (years)	3-5 years
Dividend yield	-
Expected volatility	82%
Risk-free interest rate	1.3%

The risk-free rate of return reflects the interest rate for the United States Treasury Note with similar time-to-maturity to that of the warrants.

The recorded value of other financial assets and liabilities, which consist primarily of cash and cash equivalents, accounts receivable, other current assets, and accounts payable and accrued expenses approximate the fair value of the respective assets and liabilities at June 30, 2013 and 2012 based upon the short-term nature of the assets and liabilities.

Derivative Instruments - Warrants

The Company issued 104,600,000 warrants in connection with the June 2013 Private Placement of 52,300,000 shares of common stock. The strike price of these warrants is \$0.15 to \$0.20 per share. These warrants were not issued with the intent of effectively hedging any future cash flow, fair value of any asset, liability or any net investment in a foreign operation. These warrants were issued with a down-round provision whereby the exercise price would be adjusted downward in the event that additional shares of the Company's common stock or securities exercisable, convertible or exchangeable for the Company's common stock were issued at a price less than the exercise price. Therefore, the fair value of these warrants were recorded as a liability in the consolidated balance sheet and are marked to market each reporting period until they are exercised or expire or otherwise extinguished.

The proceeds from the Private Placement were allocated between the Common Shares and the Warrants issued in connection with the Private Placement based upon their estimated fair values as of the closing date at June 14, 2013, resulting in the aggregate amount of \$2,494,710 to the Stockholders' Equity and \$2,735,290 to the warrant derivative. During 2013, the Company recognized \$1,448,710 of other expense resulting from the increase in the fair value of the warrant liability at June 30, 2013.

**REVENUE RECOGNITION** – TransTech revenue is derived from other products and services. Revenue is considered realized when the services have been provided to the customer, the work has been accepted by the customer and collectability is reasonably assured. Furthermore, if an actual measurement of revenue cannot be determined, we defer all revenue recognition until such time that an actual measurement can be determined. If during the course of a contract management determines that losses are expected to be incurred, such costs are charged to operations in the period such losses are determined. Revenues are deferred when cash has been received from the customer but the revenue has not been earned. The SPP License fee is being recorded as revenue over the life the Joint Development Agreement discussed below. The Company recorded deferred revenue of \$0 and \$666,667 as of June 30, 2013 and September 30, 2012, respectively.

**STOCK BASED COMPENSATION** - The Company has share-based compensation plans under which employees, consultants, suppliers and directors may be granted restricted stock, as well as options to purchase shares of Company common stock at the fair market value at the time of grant. Stock-based compensation cost is measured by the Company at the grant date, based on the fair value of the award, over the requisite service period. For options issued to employees, the Company recognizes stock compensation costs utilizing the fair value methodology over the related period of benefit. Grants of stock options and stock to non-employees and other parties are accounted for in accordance with the ASC 505.



**VISUALANT, INCORPORATED AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**INCOME TAXES** - Income tax benefit is based on reported loss before income taxes. Deferred income taxes reflect the effect of temporary differences between asset and liability amounts that are recognized for financial reporting purposes and the amounts that are recognized for income tax purposes. These deferred taxes are measured by applying currently enacted tax laws where that company operates out of. The Company recognizes refundable and deferred assets to the extent that management has determined their realization. As of June 30, 2013 and September 30, 2012, the Company had refundable tax assets related to TransTech of \$30,045 and \$29,316, respectively.

**NET LOSS PER SHARE** – Under the provisions of ASC 260, “Earnings Per Share,” basic loss per common share is computed by dividing net loss available to common shareholders by the weighted average number of shares of common stock outstanding for the periods presented. Diluted net loss per share reflects the potential dilution that could occur if securities or other contracts to issue common stock were exercised or converted into common stock or resulted in the issuance of common stock that would then share in the income of the Company, subject to anti-dilution limitations. The common stock equivalents have not been included as they are anti-dilutive. As of June 30, 2013, there were options outstanding for the purchase of 11,005,000 common shares, warrants for the purchase of 112,357,050 common shares, and an undetermined number shares of common stock related to convertible debt, which could potentially dilute future earnings per share. As of June 30, 2012, there were options outstanding for the purchase of 9,020,000 common shares, warrants for the purchase of 4,977,051 common shares, and an undetermined number shares of common stock related to convertible debt, which could potentially dilute future earnings per share.

**DIVIDEND POLICY** - The Company has never paid any cash dividends and intends, for the foreseeable future, to retain any future earnings for the development of our business. Our future dividend policy will be determined by the board of directors on the basis of various factors, including our results of operations, financial condition, capital requirements and investment opportunities.

**USE OF ESTIMATES** - The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**RECENT ACCOUNTING PRONOUNCEMENTS**

A variety of proposed or otherwise potential accounting standards are currently under study by standard setting organizations and various regulatory agencies. Due to the tentative and preliminary nature of those proposed standards, management has not determined whether implementation of such proposed standards would be material to our consolidated financial statements.

**4. DEVELOPMENT OF CHROMAID™ TECHNOLOGY**

**The Company’s ChromaID™ Technology**

The Company has invented a way to project light at a material (solid surface, liquid, or gas) and measure the amount of light that is reflected back. The pattern of this reflected light is compared to other patterns the Company has captured and this allows the Company to identify, detect, or diagnose materials that cannot be identified by the human eye. The Company refers to this pattern of reflected light as a ChromaID™. The Company designs ChromaID scanning devices made with electronic, optical, and software parts to produce and capture the light.

The Company’s first product, the ChromaID F12 Lab Kit, scans and identifies solid surfaces. The Company is marketing this product to customers who are considering licensing the technology. Target markets include, but are not limited to, commercial paint manufacturers, pharmaceutical equipment manufacturers, process control companies, currency paper and ink manufacturers, security card, reader, and scanner manufacturers, food processing, and electronic gaming.

**The Company’s Patents**

On August 9, 2011, the Company was issued US Patent No. 7,996,173 B2 entitled “Method, Apparatus and Article to Facilitate Distributed Evaluation of Objects Using Electromagnetic Energy,” by the United States Office of Patents and Trademarks. The patent expires August 24, 2029.

On December 13, 2011, the Company was issued US Patent No. 8,076,630 B2 entitled “System and Method of Evaluating an Object Using Electromagnetic Energy” by the United States Office of Patents and Trademarks. The patent expires November 7, 2028.

On December 20, 2011, the Company was issued US Patent No. 8,081,304 B2 entitled “Method, Apparatus and Article to Facilitate Evaluation of Objects Using Electromagnetic Energy” by the United States Office of Patents and Trademarks. The patent expires July 28, 2030.

**VISUALANT, INCORPORATED AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

On October 9, 2012, the Company was issued US Patent No. 8,285,510 B2 entitled "Method, Apparatus, and Article to Facilitate Distributed Evaluation of Objects Using Electromagnetic Energy" by the United States Office of Patents and Trademarks. The patent expires July 31, 2027.

On February 5, 2013, the Company was issued US Patent No. 8,368,878 B2 entitled "Method, Apparatus and Article To Facilitate Evaluation of Objects Using Electromagnetic Energy by the United States Office of Patents and Trademarks. The patent expires July 31, 2027.

The Company is pursuing an aggressive patent strategy to expand our unique intellectual property in the United States and Japan and other countries.

**5. JOINT DEVELOPMENT AGREEMENT WITH SUMITOMO PRECISION PRODUCTS CO., LTD.**

On May 31, 2012, the Company entered into a Joint Research and Product Development Agreement with SPP, a publicly-traded Japanese corporation, for the commercialization of our ChromaID™ technology. On March 29, 2013, the Company entered into an Amendment to Joint Research and Product Development Agreement with SPP. The Amended Agreement extends the Joint Development Agreement from March 31, 2013 to December 31, 2013 and focuses on the commercialization of our ChromaID™ technology.

SPP invested \$2,250,000 in exchange for 17,307,693 shares of restricted common shares priced at \$0.13 per share that was funded on June 21, 2012. SPP also paid the Company an initial payment of \$1 million for an exclusive License Agreement which covers select countries in Asia. A running royalty for the license granted under the License Agreement will be negotiated at the completion of the Joint Development Agreement. The SPP License fee was recorded as revenue over the life the Joint Development Agreement and was fully recorded as of May 31, 2013.

SPP is publicly traded in Japan and has operations in Japan, United States, China, United Kingdom, Canada and other parts of the world.

**6. ACQUISITION OF TRANSTECH SYSTEMS, INC.**

Our wholly owned subsidiary, TransTech Systems, is based in Aurora, Oregon, and was founded in 1994. TransTech provides value-added security and authentication solutions to corporate and government security and law enforcement markets throughout the United States. With recorded revenues of \$7.6 million in 2012, TransTech has a respected national reputation for outstanding product knowledge, sales and service excellence.

The Company closed the acquisition of TransTech on June 8, 2010. The Company acquired its 100% interest in TransTech by issuing a Promissory Note to James Gingo, the President of TransTech, in the amount of \$2,300,000, plus interest at the rate of three and one-half percent per annum from the date of the Note. The Note was secured by a security interest in the stock and assets of TransTech, and was payable over a period of three years. The final balance of \$1,000,000 on the Note and accrued interest of \$30,397 were paid to Mr. Gingo on June 12, 2013, to complete the purchase price for the TransTech stock.

On June 8, 2010 in connection with the acquisition of TransTech, the Company issued a total of 3,800,000 shares of restricted common stock of the Company to James Gingo, Jeff Kruse and Steve Waddle, executives of TransTech, and Paul Bonderson, a TransTech investor. The parties valued the shares in this transaction at \$76,000 or \$0.02 per share, the closing bid price during negotiations.

This acquisition was entered into to accelerate market entry and penetration through well-operated and positioned dealers of security and authentication systems, thus creating a natural distribution channel for products featuring the Company's proprietary ChromaID technology.

**7. ACCOUNTS RECEIVABLE/CUSTOMER CONCENTRATION**

Accounts receivable were \$809,856 and \$1,012,697, net of allowance, as of June 30, 2013 and September 30, 2012, respectively. The Company had no customers in excess of 10% of our consolidated revenues for the nine months ended June 30, 2013. The Company had one customer (11.6%) with accounts receivable in excess of 10% as of June 30, 2013. The Company does expect to have customers with consolidated revenues or accounts receivable balances of 10% of total accounts receivable in the foreseeable future.

**8. INVENTORIES**

Inventories were \$690,629 and \$344,692 as of June 30, 2013 and September 30, 2012, respectively. Inventories consist primarily of printers and consumable supplies, including ribbons and cards, badge accessories, capture devices, and access control components held for resale. There is a \$10,000 reserve for impaired inventory as of June 30, 2013 and September 30, 2012.

**VISUALANT, INCORPORATED AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**9. FIXED ASSETS**

Property and equipment as of June 30, 2013 consisted of the following:

	Estimated Useful Lives	June 30, 2013		
		Purchased	Capital Leases	Total
Machinery and equipment	2-10 years	\$ 119,998	\$ 87,039	\$ 207,037
Leasehold improvements	5-20 years	603,612	-	603,612
Furniture and fixtures	3-10 years	73,539	101,260	174,799
Software and websites	3-7 years	63,782	44,849	108,631
Less: accumulated depreciation		(435,409)	(216,400)	(651,809)
		<u>\$ 425,522</u>	<u>\$ 16,748</u>	<u>\$ 442,270</u>

Fixed assets, net of accumulated depreciation, were \$442,270 and \$469,001 as of June 30, 2013 and September 30, 2012, respectively. Accumulated depreciation was \$651,809 and \$606,509 as of June 30, 2013 and September 30, 2012, respectively. Total depreciation expense was \$49,160 and \$43,823 for the nine months ended June 30, 2013 and 2012, respectively. All equipment is used for selling, general and administrative purposes and accordingly all depreciation is classified in selling, general and administrative expenses.

**10. INTANGIBLE ASSETS**

Intangible assets as of June 30, 2013 and September 30, 2012 consisted of the following:

	Estimated Useful Lives	June 30, 2013	September 30, 2012
Customer contracts	5 years	\$ 983,645	\$ 983,645
Technology	5 years	712,500	712,500
Less: accumulated amortization		(840,456)	(586,034)
Intangible assets, net		<u>\$ 855,689</u>	<u>\$ 1,110,111</u>

Total amortization expense was \$254,422 and \$215,047 for the nine months ended June 30, 2013 and 2012, respectively.

The fair value of the TransTech intellectual property acquired was \$983,645, estimated by using a discounted cash flow approach based on future economic benefits associated with agreements with customers, or through expected continued business activities with its customers. In summary, the estimate was based on a projected income approach and related discounted cash flows over five years, with applicable risk factors assigned to assumptions in the forecasted results.

The fair value of the RATLab intellectual property associated with the assets acquired was \$450,000 estimated by using a discounted cash flow approach based on future economic benefits. In summary, the estimate was based on a projected income approach and related discounted cash flows over five years, with applicable risk factors assigned to assumptions in the forecasted results.

The fair value of the Javelin intellectual property acquired was \$262,500 estimated by using a discounted cash flow approach based on future economic benefits associated with the assets acquired. In summary, the estimate was based on a projected income approach and related discounted cash flows over five years, with applicable risk factors assigned to assumptions in the forecasted results.

**11. ACCOUNTS PAYABLE**

Accounts payable were \$2,297,387 and \$1,593,861 as of June 30, 2013 and September 30, 2012, respectively. Such liabilities consisted of amounts due to vendors for inventory purchases and technology development, external audit, legal and other expenses incurred by the Company. TransTech had 3 vendors (37.5%, 19.2%, and 11.6%) with accounts payable in excess of 10% of its accounts payable as of June 30, 2013. The Company does expect to have vendors with accounts payable balances of 10% of total accounts payable in the foreseeable future.

**12. ACCRUED EXPENSES**

Accrued expenses were \$55,859 and \$391,311 as of June 30, 2013 and September 30, 2012, respectively. As of September 30, 2012 liabilities consisted of accrued interest and \$250,000 due to Gemini Master Fund, Ltd. for the repurchase of a warrant under a Warrant Repurchase Agreement dated August 28, 2012.

**VISUALANT, INCORPORATED AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**13. CONVERTIBLE NOTES PAYABLE**

*Agreements with Gemini Master Fund, Ltd. and Ascendant Capital Partners, LLC*

On May 31, 2013, the Company paid \$250,000 plus interest of \$35,175 under the Amendment to Warrant Purchase Agreement with Gemini dated January 23, 2013. The Company has acquired the warrant from Gemini and cancelled it.

On June 26, 2013, the Company acquired all additional investment rights (“AIR”) between the Company and Gemini under the AIR Agreement dated January 23, 2013 with the payment of \$850,000 and interest of \$17,349.

The Company’s equity line of credit with Ascendant remains outstanding, with available credit of \$2,516,859. The Company has no current intention to utilize this line of credit, which expires August 29, 2013.

**14. NOTES PAYABLE, CAPITALIZED LEASES AND LONG TERM DEBT**

Notes payable, capitalized leases and long term debt as of June 30, 2013 and September 30, 2012 consisted of the following:

	June 30, 2013	September 30, 2012
BFI Business Finance Secured Credit Facility	\$ 477,812	\$ 568,475
TransTech capitalized leases, net of capitalized interest	7,744	17,943
Note payable to Umpqua Bank	200,000	-
Related party notes payable-		
James Gingo Promissory Note	-	1,000,000
Lynn Felsing	-	49,500
<b>Total debt</b>	<b>685,556</b>	<b>1,635,918</b>
Less current portion of long term debt	(683,101)	(1,631,903)
<b>Long term debt</b>	<b>\$ 2,455</b>	<b>\$ 4,015</b>

*BFI Finance Corp Secured Credit Facility*

On December 9, 2008 TransTech entered into a \$1,000,000 secured credit facility with BFI Business Finance to fund its operations. On June 26, 2013 but effective June 12, 2013, the secured credit facility was renewed until December 12, 2013, with a floor for prime interest of 4.5%. The eligible borrowing is based on 80% of eligible trade accounts receivable, not to exceed \$700,000. The Company agreed to repay the \$183,000 inventory balance monthly with a final payment by November 30, 2013. The secured credit facility is collateralized by the assets of TransTech, with a guarantee by the Company.

The Company’s revolving credit facility requires a lockbox arrangement, which provides for all receipts to be swept daily to reduce borrowings outstanding under the credit facility.

*Note Payable to Umpqua Bank*

On May 20, 2013, the Company entered into a \$200,000 Note Payable with Umpqua Bank. The Note Payable has a maturity date of May 31, 2014 and provides for interest of 2.79%, subject to adjustment annually. The Note Payable is collateralized by restricted cash of \$200,000.

*Capitalized Leases*

TransTech has capitalized leases for equipment. The leases have a remaining lease term of 3-28 months. The aggregate future minimum lease payments under capital leases, to the extent the leases have early cancellation options and excluding escalation charges, are as follows:

**VISUALANT, INCORPORATED AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended June 30,	Total
2014	\$ 105,611
2015	65,292
2016	38,008
2017	-
2018	-
Beyond	-
Total	<u>\$ 208,911</u>

The imputed interest rate in the capitalized leases is approximately 10.5%.

*Related Party Notes Payable*

The Company closed the acquisition of TransTech on June 8, 2010. The Company acquired its 100% interest in TransTech by issuing a Promissory Note to James Gingo, the President and sole shareholder of TransTech, in the amount of \$2,300,000, plus interest at the rate of three and one-half percent per annum from the date of the Note. The Note was secured by a security interest in the stock and assets of TransTech, and was payable over a period of three years. The final balance of \$1,000,000 on the Note and accrued interest of \$30,397 were paid to Mr. Gingo on June 12, 2013, to complete the purchase price for the TransTech stock.

Aggregate maturities for notes payable, capitalized leases and long term debt by year are as follows:

Years Ended June 30,	Total
2014	\$ 683,101
2015	2,455
2016	-
2017	-
2018	-
Total	<u>\$ 685,556</u>

**15. EQUITY**

The following equity issuances occurred during the nine months ended June 30, 2013:

Unless otherwise indicated, all of the following private placements of Company securities were conducted under the exemption from registration as provided under Section 4(2) of the Securities Act of 1933 (and also qualified for exemption under 4(5), formerly 4(6) of the Securities Act of 1933, except as noted below). All of the shares issued were issued in private placements not involving a public offering, are considered to be "restricted stock" as defined in Rule 144 promulgated under the Securities Act of 1933 and stock certificates issued with respect thereto bear legends to that effect.

On October 8, 2012, Ascendant converted \$50,000 of principal and interest of \$6,959 into 1,139,178 shares of common stock at \$.050 per share under the Securities Purchase Agreement dated May 19, 2011. A notice filing under Regulation D was filed with the SEC in October 10, 2012.

On October 17, 2012, the Company issued to Ascendant 993,049 shares for \$100,000 or \$.101 per share under the Securities Purchase Agreement dated June 17, 2011. A notice filing under Regulation D was filed with the SEC in October 19, 2012.

On October 26, 2012 the Company issued 150,000 shares of restricted common stock to Manna Advisory Services, LLC, for investor relation services. The shares were valued at \$.13 per share. The Company expensed \$19,500 during the nine months ended June 30, 2013. The shares do not have registration rights. A notice filing under Regulation D was filed with the SEC in October 30, 2012.

On November 28, 2012, Ascendant converted \$50,000 of principal and interest of \$7,644 into 1,152,877 shares of common stock at \$.050 per share under the Securities Purchase Agreement dated May 19, 2011. A notice filing under Regulation D was filed with the SEC in November 29, 2012.

On January 24, 2013, Gemini converted \$300,000 of principal and \$50,630 of accrued interest into 7,012,603 shares of common stock at \$.050 per share under the Securities Purchase Agreement dated May 19, 2011. A notice filing under Regulation D was filed with the SEC on January 29, 2013.

**VISUALANT, INCORPORATED AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

On January 24, 2013, Ascendant converted \$50,000 of principal and \$8,438 of accrued interest into 1,168,767 shares of common stock at \$.050 per share under the Securities Purchase Agreement dated May 19, 2011. A notice filing under Regulation D was filed with the SEC on January 29, 2013.

On January 28, 2013, Gemini converted \$300,000 of principal and \$50,959 of accrued interest into 7,019,178 shares of common stock at \$.050 per share under the Securities Purchase Agreement dated May 19, 2011. A notice filing under Regulation D was filed with the SEC on January 30, 2013.

On February 11, 2013, the Company entered into a Consulting Services Agreement with Integrated Consulting Services for strategic advice on our product roadmap. The Company issued a warrant for the purchase of 250,000 shares of common stock. The warrants are exercisable at \$.10 per share and expire February 10, 2016. The Company valued the warrant at \$.10 per share and expensed \$25,000 during the nine months ended June 30, 2013. Pursuant to the Consulting Services Agreement, the Company agreed to issue an additional warrant for the purchase of 250,000 shares of common stock on August 12, 2013.

On February 13, 2013, the Company issued 150,000 shares of restricted common stock to Manna Advisory Services, LLC, for investor relation services. The shares were valued at \$.10 per share. The Company expensed \$15,000 during the nine months ended June 30, 2013. The shares do not have registration rights. A notice filing under Regulation D was filed with the SEC in February 15, 2013.

On February 13, 2013, the Company issued 150,000 shares of restricted common stock to David Markowski, an investor for services related to the acquisition of TransTech. The shares were valued at \$.10 per share. The Company expensed \$15,000 during the nine months ended June 30, 2013. The shares do not have registration rights. A notice filing under Regulation D was filed with the SEC in February 15, 2013.

On February 13, 2013, the Company issued 2,000,000 shares of restricted common stock to two employees (1,200,000 shares for Ronald Erickson our Chief Executive Officer and 200,000 for Mark Scott, our Chief Financial Officer) and two directors (400,000 shares for Marco Hegyi and 200,000 shares for Jon Pepper) for services during 2012. The shares were valued at \$.10 per share. The Company expensed \$200,000 during the nine months ended June 30, 2013. The shares do not have registration rights. A notice filing under Regulation D was filed with the SEC in February 15, 2013.

On March 1, 2013, the Company issued 50,000 shares of restricted common stock to Manna Advisory Services, LLC, for investor relation services. The shares were valued at \$.10 per share. The Company expensed \$5,000 during the nine months ended June 30, 2013. The shares do not have registration rights. A notice filing under Regulation D was filed with the SEC in April 4, 2013.

On April 26, 2013, Ascendant was issued a total of 4,564,068 shares of common stock as a result of Ascendant's cashless exercise of a warrant ("Ascendant Warrant"). On January 23, 2013, the Company had agreed to repurchase the Ascendant Warrant for a purchase price of \$300,000, payment of which was due March 31, 2013; however, the Company did not complete that purchase, thereby enabling Ascendant to exercise the Ascendant Warrant on April 26, 2013. A notice filing under Regulation D was filed with the SEC May 3, 2013.

On April 30, 2013, the Company issued 120,000 shares of restricted common stock to David Markowski, an investor for services related to the acquisition of TransTech. The shares were valued at \$.10 per share. The Company expensed \$12,000 during the nine months ended June 30, 2013. The shares do not have registration rights. A notice filing under Regulation D was filed with the SEC May 16, 2013.

We entered into an Option Agreement with Ascendant dated April 26, 2013, pursuant to which we had the option to purchase from Ascendant 4,000,000 shares of our common stock (the "Option Shares") for an aggregate purchase price of \$300,000. On May 31, 2013, the Company exercised its option to purchase the 4,000,000 Option Shares from Ascendant and paid to Ascendant the \$300,000 purchase price. To date, Ascendant has delivered only 2,284,525 of the 4,000,000 Option Shares purchased by the Company, and has failed to deliver the remaining 1,715,475 Option Shares. See Note 18 for additional details on legal proceedings.

On June 10, 2013, the Sterling Group forfeited a warrant to purchase 300,000 shares of common stock at \$0.20 per share.

On June 10, 2013, the Company entered into a Purchase Agreement, Warrants, Registration Rights Agreement and Voting Agreement with Special Situations and forty other accredited investors pursuant to which we issued 52,300,000 shares of common stock at \$0.10 per share for a total of \$5,230,000, which amount includes the conversion of \$500,000 in outstanding debt of the Company owed to one of its officers. As part of the transaction which closed June 14, 2013, the Company issued to the investors (i) five year Series A Warrants to purchase a total of 52,300,000 shares of common stock at \$0.15 per share; and (ii) five year Series B Warrants to purchase a total of 52,300,000 shares of common stock at \$0.20 per share. Since we currently have an insufficient number of authorized shares of common stock to permit the exercise of all of the Warrants, the Warrants were issued subject to authorization and approval of an increase in the number of authorized shares of the Company by its stockholders at a special meeting of the stockholders to be held in August 2013. A notice filing under Regulation D was filed with the SEC June 18, 2013.

The Company also issued 5,230,000 placement agent warrants exercisable at \$0.10 per share GVC Capital, with an obligation to issue up to 5,230,000 additional placement agent warrants exercisable at \$0.15 per share. The \$0.15 placement agent warrants shall issue only upon the exercise of the Series A Warrants by the Investors, and are issuable ratably based upon the number of Warrants exercised by the Investors. The placement agent warrants have a term of five years from the date of closing of the Transaction.

**VISUALANT, INCORPORATED AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

A summary of the warrants issued as of June 30, 2013 were as follows:

	June 30, 2013	
	Shares	Weighted Average Exercise Price
Outstanding at beginning of period	3,369,050	\$ 0.307
Issued	110,080,000	0.100
Exercised	-	-
Forfeited	(300,000)	(0.200)
Expired	(792,000)	(0.500)
Outstanding at end of period	112,357,050	\$ 0.173
Exercisable at end of period	112,357,050	

A summary of the status of the warrants outstanding as of June 30, 2013 is presented below:

	June 30, 2013			
Number of Warrants	Weighted Average Remaining Life	Weighted Average Exercise Price	Shares Exercisable	Weighted Average Exercise Price
6,080,000	4.37	\$ 0.100	6,080,000	\$ 0.100
52,300,000	4.88	0.150	52,300,000	0.150
52,300,000	4.88	0.200	52,300,000	0.200
1,059,073	0.62	0.20-0.29	1,059,073	0.20-0.29
117,977	0.80	0.30-0.39	117,977	0.30-0.39
500,000	0.63	0.40-0.49	500,000	0.40-0.49
112,357,050	4.75	\$ 0.173	112,357,050	\$ 0.173

The significant weighted average assumptions relating to the valuation of the Company's warrants for the period ended June 30, 2013 were as follows:

Dividend yield	0%
Expected life	3-5 years
Expected volatility	143%
Risk free interest rate	1.5%

At June 30, 2013, vested warrants of 112,357,050 had an aggregate intrinsic value of \$0.

**16. STOCK OPTIONS**

Description of Stock Option Plan

On April 29, 2011, the 2011 Stock Incentive Plan was approved at the Annual Stockholder Meeting. The Company was authorized to issue options for, and has reserved for issuance, up to 7,000,000 shares of common stock under the 2011 Stock Incentive Plan. On March 21, 2013, an amendment to the Stock Option Plan was approved by the stockholders of the Company, increasing the number of shares reserved for issuance under the Plan to 14,000,000 shares.

**VISUALANT, INCORPORATED AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Determining Fair Value Under ASC 505

The Company records compensation expense associated with stock options and other equity-based compensation using the Black-Scholes-Merton option valuation model for estimating fair value of stock options granted under our plan. The Company amortizes the fair value of stock options on a ratable basis over the requisite service periods, which are generally the vesting periods. The expected life of awards granted represents the period of time that they are expected to be outstanding. The Company estimates the volatility of our common stock based on the historical volatility of its own common stock over the most recent period corresponding with the estimated expected life of the award. The Company bases the risk-free interest rate used in the Black Scholes-Merton option valuation model on the implied yield currently available on U.S. Treasury zero-coupon issues with an equivalent remaining term equal to the expected life of the award. The Company has not paid any cash dividends on our common stock and does not anticipate paying any cash dividends in the foreseeable future. Consequently, the Company uses an expected dividend yield of zero in the Black-Scholes-Merton option valuation model and adjusts share-based compensation for changes to the estimate of expected equity award forfeitures based on actual forfeiture experience. The effect of adjusting the forfeiture rate is recognized in the period the forfeiture estimate is changed.

Stock Option Activity

Stock option grants totaling 5,100,000 shares of common stock have been made to three directors and four employees for services provided during 2012. These options were authorized for issuance under the 2011 Stock Incentive Plan and were effective March 21, 2013, when the Company was authorized to issue options up to 14,000,000 shares under the 2011 Stock Incentive Plan at the Annual Stockholder Meeting.

There are currently 11,005,000 options to purchase common stock at an average exercise price of \$0.131 per share outstanding at June 30, 2013 under the 2011 Stock Incentive Plan. The Company recorded \$221,692 and \$232,567 of compensation expense, net of related tax effects, relative to stock options for the nine months ended June 30, 2013 and 2012 in accordance with ASC 505. Net loss per share (basic and diluted) associated with this expense was approximately (\$0.00).

Stock option activity for the nine months ended June 30, 2013 and the year ended September 30, 2012:

	Options	Weighted Average	
		Exercise Price	\$
Outstanding as of September 30, 2011	6,920,000	\$ 0.296	\$ 2,050,800
Granted	2,200,000	0.104	229,000
Exercised	-	-	-
Forfeitures	(3,200,000)	0.470	(1,503,000)
Outstanding as of September 30, 2012	5,920,000	0.131	\$ 776,800
Granted	5,100,000	0.130	663,000
Exercised	-	-	-
Forfeitures	(15,000)	0.240	(3,600)
Outstanding as of June 30, 2013	11,005,000	\$ 0.131	1,436,200

The following table summarizes information about stock options outstanding and exercisable at June 30, 2013:

Range of Exercise Prices	Number Outstanding	Weighted Average Remaining Life In Years	Weighted Average Exercise Price Exercisable	Number Exercisable	Weighted Average Exercise Price Exercisable
0.090	500,000	6.50 years	0.090	375,000	0.090
0.100	1,900,000	8.25 years	0.100	2,000,000	0.100
0.120	200,000	1.00 years	0.120	100,000	0.120
0.130	5,100,000	6.43 years	0.130	3,633,333	0.130
0.150	3,100,000	6.55 years	0.150	3,100,000	0.150
0.240	205,000	2.00 years	0.240	165,000	0.240
	11,005,000	7.29 years	\$ 0.131	9,373,333	\$ 0.135

There is no aggregate intrinsic value of the exercisable options as of June 30, 2013.



**VISUALANT, INCORPORATED AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**17. OTHER SIGNIFICANT TRANSACTIONS WITH RELATED PARTIES**

Mr. Erickson, our Chief Executive Officer and/or entities in which Mr. Erickson has a beneficial interest have made advances and loans to us in the total principal amount of \$960,000 on or before the date hereof at an average annual interest rate of 4.2%. In addition, Mr. Erickson and/or entities in which Mr. Erickson has a beneficial interest also have unreimbursed 2013 expenses and unpaid salary and interest from 2013 on the outstanding principal amount of the Loans totaling approximately \$65,000 as of June 14, 2013. Mr. Erickson and related entities converted \$500,000 of the advances and loans as part of the PPM which closed June 14, 2013. The remaining amounts were paid to Mr. Erickson and related entities by June 30, 2013. The PPM is discussed in Note 15.

Mr. Mark Scott, our Chief Financial Officer, invested \$10,000 in the Private Placement which closed June 14, 2013 and is disclosed in Note 15.

Other related party transactions are discussed in Note 14.

**18. COMMITMENTS, CONTINGENCIES AND LEGAL PROCEEDINGS**

**LEGAL PROCEEDINGS**

There are no pending legal proceedings against the Company that are expected to have a material adverse effect on its cash flows, financial condition or results of operations.

On May 31, 2013, the Company exercised its option to purchase the 4,000,000 Option Shares from Ascendant and paid to Ascendant the \$300,000 purchase price. To date, Ascendant has delivered only 2,284,525 of the 4,000,000 Option Shares purchased by the Company and has failed to deliver the remaining 1,715,475 Option Shares. On June 17, 2013, the Company filed a complaint (the "Complaint") against Ascendant Capital Partners, LLC ("Ascendant") in the Orange County Superior Court of California (Case No. 30-2013-00656770-CU-BC-CJC) for breach of contract, seeking damages, specific performance and injunctive relief against Ascendant. In its Complaint, the Company alleged that Ascendant breached its obligations under the Option Agreement by delivering to the Company only 2,284,525 of the 4,000,000 Option Shares and failing to deliver the remaining 1,715,475 Option Shares. The Company filed a motion for preliminary injunction with the California Superior Court, seeking preliminary injunctive relief requiring Ascendant to transfer the remaining 1,715,475 Option Shares to Visualant or, in the alternative, enjoining Ascendant from transferring, selling, or otherwise encumbering the Option Shares. The Complaint is currently being reviewed by the California Superior Court.

**EMPLOYMENT AGREEMENTS**

Mr. Erickson, Mr. Scott and other named executive officers of Visualant do not have employment agreements.

**LEASES**

The Company is obligated under various non-cancelable operating leases for their various facilities and certain equipment.

**Corporate Offices**

The Company's executive office is located at 500 Union Street, Suite 420, Seattle, Washington, USA, 98101. On August 1, 2012, the Company entered into a lease which expires August 31, 2014. The monthly lease rate was \$1,944 for the year ending August 31, 2013 and \$2,028 for the year ending August 31, 2014. On June 14, 2013, the Company amended the lease and added Suite 450, increasing our monthly payment to \$3,978 through August 31, 2013, \$4,057 from September 1, 2013 to May 31, 2014 and \$4,140 from June 1, 2014 through August 31, 2014.

**TransTech Facilities**

TransTech is located at 12142 NE Sky Lane, Suite 130, Aurora, OR 97002. They lease a total of approximately 9,750 square feet of office and warehouse space for its administrative offices, product inventory and shipping operations, at a monthly rental of \$4,292. The lease was extended from March 2011 for an additional five year term at a monthly rental of \$4,751. There are two additional five year renewals with a set accelerating increase of 10% per 5 year term.

**VISUALANT, INCORPORATED AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

The aggregate future minimum lease payments under operating leases, to the extent the leases have early cancellation options and excluding escalation charges, are as follows:

Years Ended June 30,	Total
2014	\$ 105,611
2015	65,292
2016	38,008
2017	-
2018	-
Beyond	-
Total	<u>\$ 208,911</u>

**19. SUBSEQUENT EVENTS**

The Company evaluates subsequent events, for the purpose of adjustment or disclosure, up through the date the financial statements are available.

Subsequent to June 30, 2013, the following material transactions occurred:

On July 3, 2013, the Company filed a registration statement on Form S-1 covering 70,300,000 shares. The common stock being registered for resale consists of (i) 52,300,000 shares of common stock issued to Special Situations and forty other accredited investors (collectively, the "Investors") pursuant to a Private Placement which closed June 14, 2013; and (ii) 18,000,000 shares of common stock issuable upon exercise of a portion of the five-year Warrants to purchase shares of common stock at \$0.15 per share issued as part of the above-referenced Private Placement.

At a special meeting of shareholders held on August 9, 2013 the stockholders of the Company approved of an increase in the authorized shares of common stock from 200,000,000 to 500,000,000 and thereafter to amend the articles of the Company to reflect this change in share authorization.

***Report of Independent Registered Public Accounting Firm***

The Board of Directors and Shareholders  
Visualant, Inc.:

We have audited the accompanying balance sheets of Visualant, Inc. (the "Company") as of September 30, 2012 and the related statements of operations, stockholders' equity (deficit), and cash flows for the year ended September 30, 2012. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Visualant, Inc. as of September 30, 2012, and the results of its operations and its cash flows for the year ended September 30, 2012, in conformity with generally accepted accounting principles in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the financial statements, the Company has sustained a net loss from operations and has an accumulated deficit since inception. These factors raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in this regard are also described in Note 1. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

**PMB Helin Donovan, LLP**

/s/ PMB Helin Donovan, LLP

November 10, 2012  
Seattle, Washington

Board of Directors  
Visualant, Incorporated and Subsidiaries  
Seattle, Washington

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We have audited the accompanying balance sheets of Visualant, Incorporated and subsidiaries, as of September 30, 2011 and the related statements of operations, stockholders' equity, and cash flows for the year ended September 30, 2011. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the company's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Visualant, Incorporated and subsidiaries as of September 30, 2011 and the results of operations, and cash flows the year September 30, 2011, in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. The Company will need additional working capital for its planned activity and to service its debt, which raises substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are described in the notes to the financial statements. These financial statements do not include any adjustments that might result from the outcome of this uncertainty.

s/s Madsen & Associates CPA's, Inc.  
Madsen & Associates CPA's, Inc., Salt Lake City, Utah,  
November 29, 2011

**VISUALANT, INCORPORATED AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**

	<u>September 30, 2012</u>	<u>September 30, 2011</u>
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 1,141,165	\$ 92,313
Accounts receivable, net of allowance of \$16,750 and \$16,750, respectively	1,012,697	823,724
Prepaid expenses	222,978	283,204
Inventories	344,692	454,588
Refundable tax assets	29,316	9,080
Total current assets	<u>2,750,848</u>	<u>1,662,909</u>
EQUIPMENT, NET	469,001	522,668
<b>OTHER ASSETS</b>		
Intangible assets, net	1,110,111	1,143,090
Goodwill	983,645	983,645
Other assets	6,161	1,091
TOTAL ASSETS	<u>\$ 5,319,766</u>	<u>\$ 4,313,403</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)</b>		
<b>CURRENT LIABILITIES:</b>		
Accounts payable - trade	\$ 1,593,861	\$ 1,206,100
Accounts payable - related parties	73,737	8,093
Accrued expenses	391,311	155,267
Accrued expenses - related parties	5,849	783,732
Deferred revenue	666,667	-
Convertible notes payable	750,000	1,175,000
Note payable - current portion of long term debt	1,631,903	1,537,191
Total current liabilities	<u>5,113,328</u>	<u>4,865,383</u>
<b>LONG TERM LIABILITIES:</b>		
Long term debt	<u>4,015</u>	<u>1,014,582</u>
<b>STOCKHOLDERS' EQUITY (DEFICIT):</b>		
Preferred stock - \$0.001 par value, 50,000,000 shares authorized, no shares issued and outstanding	-	-
Common stock - \$0.001 par value, 200,000,000 shares authorized, 90,992,954 and 49,065,669 shares issued and outstanding at 9/30/12 and 9/30/11, respectively	90,993	49,066
Additional paid in capital	13,995,554	9,524,577
Accumulated deficit	(13,915,931)	(11,184,033)
Total stockholders' equity (deficit)	<u>170,616</u>	<u>(1,610,390)</u>
Noncontrolling interest	<u>31,807</u>	<u>43,828</u>
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)	<u>\$ 5,319,766</u>	<u>\$ 4,313,403</u>

The accompanying notes are an integral part of these consolidated financial statements.

**VISUALANT, INCORPORATED AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**

	Year Ended,	
	September 30, 2012	September 30, 2011
REVENUE	\$ 7,923,976	\$ 9,136,216
COST OF SALES	6,344,247	7,570,006
GROSS PROFIT	1,579,729	1,566,209
RESEARCH AND DEVELOPMENT EXPENSES	176,944	133,941
SELLING, GENERAL AND ADMINISTRATIVE EXPENSES	3,624,711	3,691,760
OPERATING LOSS	(2,221,926)	(2,259,491)
OTHER INCOME (EXPENSE):		
Interest expense	(463,735)	(212,571)
Loss on purchase of outstanding warrants	(500,000)	-
Gain on extinguishment of debt	394,057	-
Other income	36,597	67,458
Total other expense	(533,081)	(145,113)
LOSS BEFORE INCOME TAXES	(2,755,007)	(2,404,604)
Income taxes - current benefit	(29,315)	(9,080)
NET LOSS	(2,725,692)	(2,395,524)
NONCONTROLLING INTEREST	6,206	14,231
NET LOSS ATTRIBUTABLE TO VISUALANT, INC. AND SUBSIDIARIES COMMON SHAREHOLDERS	\$ (2,731,898)	\$ (2,409,756)
Basic and diluted loss per common share attributable to Visualant, Inc. and subsidiaries common shareholders-		
Basic and diluted loss per share	\$ (0.04)	\$ (0.06)
Weighted average shares of common stock outstanding- basic and diluted	65,557,376	42,682,795

The accompanying notes are an integral part of these consolidated financial statements.

**VISUALANT, INCORPORATED AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY (DEFICIT)**

	Common Stock		Additional Paid in Capital	Accumulated Deficit	Total Stockholders' Equity (Deficit)
	Shares	Amount			
Balance as of September 30, 2010	38,229,374	\$ 38,229	\$ 6,835,647	\$ (8,774,277)	\$ (1,900,401)
Stock compensation expense - employee options	-	-	23,586	-	23,586
Stock compensation expense - non-employee options	-	-	129,641	-	129,641
Issuance of common stock for services	1,289,692	1,290	589,014	-	590,304
Issuance of common stock for RATLab LLC acquisition	1,000,000	1,000	199,000	-	200,000
Issuance of common stock	4,862,462	4,861	1,063,387	-	1,068,248
Issuance of common stock for debenture conversion	2,885,730	2,886	422,115	-	425,001
Issuance of common stock for accrued liabilities	798,411	799	262,188	-	262,987
Net loss	-	-	-	(2,409,756)	(2,409,756)
Comprehensive loss					(2,409,756)
Balance as of September 30, 2011	49,065,669	49,066	9,524,577	(11,184,033)	(1,610,390)
Stock compensation expense - employee options	-	-	27,746	-	27,746
Stock compensation expense - non-employee options	-	-	238,426	-	238,426
Issuance of common stock for services	3,400,000	3,400	323,100	-	326,500
Issuance of common stock	22,664,705	22,664	2,604,005	-	2,626,669
Issuance of common stock for debenture conversion	9,273,795	9,276	415,724	-	425,000
Issuance of common stock for accrued liabilities	825,089	823	37,870	-	38,693
Issuance of common stock for debt extinguishment	4,513,696	4,514	446,856	-	451,370
Issuance of common stock for asset purchase	1,250,000	1,250	161,250	-	162,500
Beneficial conversion feature	-	-	216,000	-	216,000
Net loss	-	-	-	(2,731,898)	(2,731,898)
Comprehensive loss					(2,731,898)
Balance as of September 30, 2012	90,992,954	\$ 90,993	\$ 13,995,554	\$ (13,915,931)	\$ 170,616

The accompanying notes are an integral part of these consolidated financial statements.

**VISUALANT, INCORPORATED AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**

	Year Ended,	
	September 30, 2012	September 30, 2011
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Net loss	\$ (2,731,898 )	\$ (2,409,756 )
Adjustments to reconcile net loss to net cash provided by (used in) operating activities		
Depreciation and amortization	356,348	384,919
Issuance of capital stock for services and expenses	326,500	660,251
Issuance of capital stock for accrued liabilities	38,693	-
Stock based compensation	266,172	151,118
Amortization of debt discount	-	11,153
Beneficial conversion feature	216,000	-
Gain on sale of assets	(7,690 )	(3,911 )
Gain on extinguishment of debt	(394,057 )	-
Loss on repurchase of outstanding warrants	500,000	-
Changes in operating assets and liabilities:		
Accounts receivable	(188,973 )	59,844
Prepaid expenses	60,226	(251,833 )
Inventory	109,896	168,182
Other assets	(5,070 )	-
Accounts payable - trade and accrued expenses	749,248	(81,758 )
Deferred revenue	666,667	-
Income tax receivable	(20,236 )	(500 )
<b>CASH (USED IN) OPERATING ACTIVITIES</b>	<b>(58,174 )</b>	<b>(1,312,291 )</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Capital expenditures	(109,167 )	(121,060 )
Proceeds from sale of equipment	9,058	13,377
Purchase of investments-deposit	-	50
<b>NET CASH (USED IN) INVESTING ACTIVITIES:</b>	<b>(100,109 )</b>	<b>(107,633 )</b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Payments on line of credit	62,098	(136,957 )
Repayment of debt	(956,935 )	(650,000 )
Proceeds from the issuance of common stock	2,626,669	943,233
Repayments of capital leases	(12,676 )	(23,221 )
Proceeds from the issuance of convertible debt	-	1,300,000
Purchase of outstanding warrants	(500,000 )	-
Change in noncontrolling interest	(12,021 )	(4,755 )
<b>NET CASH PROVIDED BY FINANCING ACTIVITIES</b>	<b>1,207,135</b>	<b>1,428,300</b>
<b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	<b>1,048,852</b>	<b>8,376</b>
<b>CASH AND CASH EQUIVALENTS, beginning of period</b>	<b>92,313</b>	<b>83,937</b>
<b>CASH AND CASH EQUIVALENTS, end of period</b>	<b>\$ 1,141,165</b>	<b>\$ 92,313</b>
<b>Supplemental disclosures of cash flow information:</b>		
Interest paid	\$ 135,828	\$ 164,503
Taxes paid	\$ -	\$ 3,041
<b>Non-cash investing and financing activities:</b>		
Debenture converted to common stock	\$ 425,000	\$ 425,000
Issuance of common stock for acquisition	\$ -	\$ 200,000
Issuance of common stock for conversion of liabilities	\$ -	\$ 262,987
Issuance of note payable for acquisition	\$ -	\$ 100,000
Acquisition of leased equipment	\$ 597	\$ -
Issuance of common stock for asset purchase	\$ 162,500	\$ -
Issuance of common stock for debt extinguishment	\$ 451,370	\$ -

The accompanying notes are an integral part of these consolidated financial statements.



**VISUALANT, INCORPORATED AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**1. ORGANIZATION**

Visualant, Inc. (the "Company" or "Visualant") was incorporated under the laws of the State of Nevada on October 8, 1998 with authorized common stock of 200,000,000 shares at \$0.001 par value. On September 13, 2002, 50,000,000 shares of preferred stock with a par value of \$0.001 were authorized by the shareholders. There are no preferred shares issued and the terms have not been determined. The Company's executive offices are located in Seattle, Washington.

The Company developed a unique patented Visualant Spectral Pattern Matching™ "SPM" technology. This technology directs structured light onto a physical substance to capture a Visualant Spectral Signature™ called a ChromaID™. When matched against existing databases, the ChromaID can be used to identify, detect, or diagnose markers invisible to the human eye. ChromaID scanners can be integrated into a variety of mobile or fixed-mount form factors, making it possible to effectively conduct analyses in the field that could only previously be performed by large and expensive lab-based tests.

The Company entered into a one year Joint Development Agreement on May 31, 2012 with Sumitomo Precision Products Co., Ltd. ("SPP"), which focuses on the commercialization of the SPM technology and a License Agreement providing SPP with an exclusive license of the SPM technology in identified Asian territories.

SPP is publicly traded on the Tokyo and Osaka Stock Exchanges and has operations in Japan, United States, China, United Kingdom, Canada and other parts of the world.

Through the Company's wholly owned subsidiary, TransTech based in Aurora, Oregon, the Company provides value added security and authentication solutions to corporate and government security and law enforcement markets throughout the United States.

**2. GOING CONCERN**

The accompanying financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. The Company has incurred net losses of \$2,725,692 and \$2,395,525 for the years ended September 30, 2012 and 2011, respectively. The Company's current liabilities exceeded its current assets by approximately \$2.4 million as of September 30, 2012. Our net cash used in operating activities was \$58,174 for the year ended September 30, 2012.

As of September 30, 2012, the Company had \$1,141,165 in cash. The Company needs to obtain additional financing to implement its business plan and service our debt repayments. However, there can be no assurance that financing or additional funding will be available to the Company on favorable terms or at all. If the Company raises additional capital through the sale of equity or convertible debt securities, the issuance of such securities may result in dilution to existing stockholders.

The Company anticipates that it will record losses from operations for the foreseeable future. As of September 30, 2012, our accumulated deficit was \$13.9 million. The Company has limited capital resources, and operations to date have been funded with the proceeds from private equity and debt financings. These conditions raise substantial doubt about our ability to continue as a going concern. The audit report prepared by our independent registered public accounting firm relating to our financial statements for the year ended September 30, 2012 includes an explanatory paragraph expressing the substantial doubt about our ability to continue as a going concern.

Continuation of the Company as a going concern is dependent upon obtaining additional working capital. The financial statements do not include any adjustments that might be necessary if we are unable to continue as a going concern.

**3. SIGNIFICANT ACCOUNTING POLICIES: ADOPTION OF ACCOUNTING STANDARDS**

**PRINCIPLES OF CONSOLIDATION** - The consolidated financial statements include the accounts of the Company and its wholly owned and majority-owned subsidiaries. Inter-Company items and transactions have been eliminated in consolidation.

**CASH AND CASH EQUIVALENTS** - The Company classifies highly liquid temporary investments with an original maturity of three months or less when purchased as cash equivalents. The Company maintains cash balances at various financial institutions. Balances at US banks are insured by the Federal Deposit Insurance Corporation up to \$250,000. Beginning December 31, 2010 and through December 31, 2012, all noninterest-bearing transaction accounts are fully insured, regardless of the balance of the account, at all FDIC-insured institutions. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant risk for cash on deposit. As of September 30, 2012, the Company had no uninsured cash.

**VISUALANT, INCORPORATED AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**ACCOUNTS RECEIVABLE AND ALLOWANCE FOR DOUBTFUL ACCOUNTS** - Accounts receivable consists primarily of amounts due to the Company from normal business activities. The Company maintains an allowance for doubtful accounts to reflect the expected non-collection of accounts receivable based on past collection history and specific risks identified within the portfolio. If the financial condition of the customers were to deteriorate resulting in an impairment of their ability to make payments, or if payments from customers are significantly delayed, additional allowances might be required.

**INVENTORIES** - Inventories consist primarily of printers and consumable supplies, including ribbons and cards, badge accessories, capture devices, and access control components held for resale and are stated at the lower of cost or market on the first-in, first-out ("FIFO") method. Inventories are considered available for resale when drop shipped and invoiced directly to a customer from a vendor, or when physically received by TransTech at a warehouse location. The company records a provision for excess and obsolete inventory whenever an impairment has been identified. There is a \$10,000 reserve for impaired inventory as of September 30, 2012 and 2011.

**EQUIPMENT** - Equipment consists of machinery, leasehold improvements, furniture and fixtures and software, which are stated at cost less accumulated depreciation and amortization. Depreciation is computed by the straight-line method over the estimated useful lives or lease period of the relevant asset, generally 2-10 years, except for leasehold improvements which are depreciated over 5-20 years.

**INTANGIBLE ASSETS / INTELLECTUAL PROPERTY** - The Company amortizes the intangible assets and intellectual property acquired in connection with the acquisition of TransTech Systems, Inc. ("TransTech"), over sixty months on a straight - line basis, which was the time frame that the management of the Company was able to project forward for future revenue, either under agreement or through expected continued business activities. Intangible assets and intellectual property acquired from RATLab LLC ("RATLab") and Javelin LLC ("Javelin") are recorded likewise.

**GOODWILL** - Goodwill is the excess of cost of an acquired entity over the fair value of amounts assigned to assets acquired and liabilities assumed in a business combination. With the adoption of ASC 350, goodwill is not amortized, rather it is tested for impairment annually, and will be tested for impairment between annual tests if an event occurs or circumstances change that would indicate the carrying amount may be impaired. Impairment testing for goodwill is done at a reporting unit level. Reporting units are one level below the business segment level, but are combined when reporting units within the same segment have similar economic characteristics. Under the criteria set forth by ASC 350, the Company has one reporting unit based on the current structure. An impairment loss generally would be recognized when the carrying amount of the reporting unit's net assets exceeds the estimated fair value of the reporting unit. The Company performs annual assessments and has determined that no impairment is necessary.

**LONG-LIVED ASSETS** - The Company reviews its long-lived assets for impairment when changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Long-lived assets under certain circumstances are reported at the lower of carrying amount or fair value. Assets to be disposed of and assets not expected to provide any future service potential to the Company are recorded at the lower of carrying amount or fair value (less the projected cost associated with selling the asset). To the extent carrying values exceed fair values, an impairment loss is recognized in operating results.

**FAIR VALUE MEASUREMENTS**- Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. The fair value hierarchy contains three levels as follows:

*Level 1* - Unadjusted quoted prices that are available in active markets for the identical assets or liabilities at the measurement date.

*Level 2* - Other observable inputs available at the measurement date, other than quoted prices included in Level 1, either directly or indirectly, including:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets in nonactive markets;
- Inputs other than quoted prices that are observable for the asset or liability; and
- Inputs that are derived principally from or corroborated by other observable market data.

**VISUALANT, INCORPORATED AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

*Level 3* - Unobservable inputs that cannot be corroborated by observable market data and reflect the use of significant management judgment. These values are generally determined using pricing models for which the assumptions utilize management's estimates of market participant assumptions.

*Assets and Liabilities that are Measured at Fair Value on a Recurring Basis.* The Company accounts for fair value measurements in accordance with ASC 820, *Fair Value Measurements and Disclosures*, which defines fair value, establishes a framework for measurement and expands disclosure about fair value measurement. The fair value hierarchy requires the use of observable market data when available. In instances in which the inputs used to measure fair value fall into different levels of the fair value hierarchy, the fair value measurement has been determined based on the lowest level input that is significant to the fair value measurement in its entirety. The Company's assessment of the significance of a particular item to the fair value measurement in its entirety requires judgment, including the consideration of inputs specific to the asset or liability.

**REVENUE RECOGNITION** – TransTech revenue is derived from other products and services. Revenue is considered realized when the services have been provided to the customer, the work has been accepted by the customer and collectability is reasonably assured. Furthermore, if an actual measurement of revenue cannot be determined, we defer all revenue recognition until such time that an actual measurement can be determined. If during the course of a contract management determines that losses are expected to be incurred, such costs are charged to operations in the period such losses are determined. Revenues are deferred when cash has been received from the customer but the revenue has not been earned. The Sumitomo Precision Products License fee is being recorded as revenue over the life the Joint Development Agreement discussed below. The Company recorded deferred revenue of \$666,667 and \$0 as of September 30, 2012 and 2011, respectively.

**STOCK BASED COMPENSATION** - The Company has share-based compensation plans under which employees, consultants, suppliers and directors may be granted restricted stock, as well as options to purchase shares of Company common stock at the fair market value at the time of grant. Stock-based compensation cost is measured by the Company at the grant date, based on the fair value of the award, over the requisite service period. For options issued to employees, the Company recognizes stock compensation costs utilizing the fair value methodology over the related period of benefit. Grants of stock options and stock to non-employees and other parties are accounted for in accordance with the ASC 505.

**INCOME TAXES** - Income tax benefit is based on reported loss before income taxes. Deferred income taxes reflect the effect of temporary differences between asset and liability amounts that are recognized for financial reporting purposes and the amounts that are recognized for income tax purposes. These deferred taxes are measured by applying currently enacted tax laws where that company operates out of. The Company recognizes refundable and deferred assets to the extent that management has determined their realization. As of September 30, 2012 and September 30, 2011, the Company had refundable tax assets related to TransTech of \$29,316 and \$9,080, respectively.

**NET LOSS PER SHARE** – Under the provisions of ASC 260, "Earnings Per Share," basic loss per common share is computed by dividing net loss available to common shareholders by the weighted average number of shares of common stock outstanding for the periods presented. Diluted net loss per share reflects the potential dilution that could occur if securities or other contracts to issue common stock were exercised or converted into common stock or resulted in the issuance of common stock that would then share in the income of the Company, subject to anti-dilution limitations. The common stock equivalents have not been included as they are anti-dilutive. As of September 30, 2012, there were options outstanding for the purchase of 5,920,000 common shares, warrants for the purchase of 3,369,050 common shares, and an undetermined number shares of common stock related to convertible debt, which could potentially dilute future earnings per share. As of September 30, 2011, there were options outstanding for the purchase of 6,920,000 common shares, warrants for the purchase of 4,569,050 common shares, an undetermined number shares of common stock related to convertible debt, which could potentially dilute future earnings per share.

**DIVIDEND POLICY** - The Company has never paid any cash dividends and intends, for the foreseeable future, to retain any future earnings for the development of our business. Our future dividend policy will be determined by the board of directors on the basis of various factors, including our results of operations, financial condition, capital requirements and investment opportunities.

**USE OF ESTIMATES** - The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**RECENT ACCOUNTING PRONOUNCEMENTS**

Recent accounting pronouncements applicable to the Company are summarized below.

**VISUALANT, INCORPORATED AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

On May 12, 2011, the FASB issued ASU 2011-04, *Fair Value Measurement*, which requires measurement uncertainty disclosure in the form of a sensitivity analysis of unobservable inputs to reasonable alternative amounts for all Level 3 recurring fair value measurements. ASU 2011-04 became effective for interim and annual periods beginning on or after December 15, 2011. The Company adopted this guidance in the third quarter of Fiscal 2012. The adoption of this guidance requires additional disclosures, but did not have any impact on the Company's consolidated results of operations, financial position, or cash flows.

On June 16, 2011, the FASB issued ASU 2011-05, *Presentation of Comprehensive Income*, which revised the manner in which entities present comprehensive income in their financial statements. ASU 2011-05 is effective for fiscal years beginning after December 15, 2011 (our Fiscal 2013). The Company does not believe that the adoption of this will have a significant impact on its consolidated financial statements.

In September 2011, the FASB issued ASU 2011-08, *Testing Goodwill for Impairment*, which simplified the manner in which entities test goodwill for impairment. After assessment of certain qualitative factors, if it is determined to be more likely than not that the fair value of a reporting unit is less than its carrying amount, entities must perform a quantitative analysis of the goodwill impairment test. Otherwise, the quantitative test becomes optional. ASU 2011-08 is effective for fiscal years beginning after December 15, 2011 (our Fiscal 2013). The Company does not believe that the adoption of this will have a significant impact on its consolidated financial statements.

A variety of proposed or otherwise potential accounting standards are currently under study by standard setting organizations and various regulatory agencies. Due to the tentative and preliminary nature of those proposed standards, management has not determined whether implementation of such proposed standards would be material to our consolidated financial statements.

#### **4. DEVELOPMENT OF SPECTRUM PATTERN MATCHING TECHNOLOGY**

The Company has developed a unique patented Visualant Spectral Pattern Matching™ "SPM" technology. This technology directs structured light onto a physical substance to capture a Visualant Spectral Signature™ called a ChromaID™. When matched against existing databases, the ChromaID can be used to identify, detect, or diagnose markers invisible to the human eye. ChromaID scanners can be integrated into a variety of mobile or fixed-mount form factors, making it possible to effectively conduct analyses in the field that could only previously be performed by large and expensive lab-based tests.

Visualant Spectral Pattern Matching and the ChromaID profile were developed over a seven year period by Professors Dr. Tom Furness and Dr. Brian Showngerdt of RATLab LLC under contract to Visualant. The technology is now being transferred into products and a ScanHead module. Visualant has partnered with Sumitomo Precision Products to manufacture the ScanHead and reduce the technology to a reliable and cost effective form. The first demonstration of this is the Cyclops6 ChromaID Scanner which was demonstrated at the Japanese Instrumentation Manufacturing Association trade show in Tokyo in October 2012. The Cyclops 6 ChromaID Scanner can be used to evaluate the technology for flat surface applications and has sensitivity from 350nm to 1450nm.

Visualant is pursuing an aggressive patent strategy to expand our unique intellectual property in the United States and Japan. The following patents have been issued to date:

On September 6, 2011, the Company announced that it was issued US Patent No. 7,996,173, entitled "Method, Apparatus and Article to Facilitate Distributed Evaluation of Objects Using Electromagnetic Energy," by the United States Office of Patents and Trademarks.

On January 19, 2012, the Company announced that it was issued US Patent No. 8,081,304, entitled "Method, Apparatus and Article to Facilitate Evaluation of Objects Using Electromagnetic Energy" by the United States Office of Patents and Trademarks.

On March 20, 2012, the Company announced that it was issued US Patent No. 8,076,630, entitled "System and Method of Evaluating an Object Using Electromagnetic Energy" by the United States Office of Patents and Trademarks.

On November 1, 2012, the Company announced that it was issued US Patent No. 8,285,510 entitled "System and Method of Evaluating an Object Using Electromagnetic Energy" by the United States Office of Patents and Trademarks.

On June 7, 2011, the Company closed the acquisition of all Visualant related assets of the RATLab LLC ("RATLab"). The RATLab is a Seattle based research and development laboratory created by Dr. Tom Furness, founder and Director of the HITLab International, with labs at Seattle, University of Canterbury in New Zealand, and the University of Tasmania in Australia. With this acquisition, the Company consolidated all intellectual property relating to the SPM technology except for environmental field of use. The Company acquired the Visualant related assets of the RATLab for (i) 1,000,000 shares of our common stock at closing valued at \$0.20 per share, the price during the negotiation of this agreement; (ii) \$250,000 (paid); and (iii) payment of the outstanding promissory note owing to Mr. Furness in the amount of \$65,000 with accrued interest of \$24,675 (paid).

**VISUALANT, INCORPORATED AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

On July 31, 2012, the Company closed the acquisition of the environmental field of use of its SPM technology from Javelin LLC (“Javelin”). The Company acquired the Visualant related assets of Javelin for (i) 1,250,000 shares of our common stock at closing valued at thirteen (\$0.13) per share, the price during the negotiation of this agreement; and (ii) \$100,000, with \$20,000 payable at closing and \$80,000 to be paid in four equal installments over a period of eight months. In addition, Company entered into a Business Development Agreement which will pay Javelin ten percent (10%) on the gross margin received by Visualant from license agreements and joint venture developments sourced by Javelin.

**5. JOINT DEVELOPMENT AGREEMENT WITH SUMITOMO PRECISION PRODUCTS CO., LTD.**

On May 31, 2012, the Company entered into a Joint Research and Product Development Agreement (the “Joint Development Agreement”) with Sumitomo Precision Products Co., Ltd. (“SPP”), a publicly-listed Japanese corporation for the commercialization of Visualant’s SPM technology. A copy of the Joint Development Agreement was filed by the Company with its Form 8-K filed June 4, 2012.

SPP invested \$2,250,000 in exchange for 17,307,693 shares of restricted common shares priced at \$0.13 per share that was funded on June 21, 2012. SPP also paid the Company an initial payment of \$1 million in accordance with the terms of the License Agreement filed by the Company with its Form 8-K filed June 4, 2012. A running royalty for the license granted under the License Agreement will be negotiated at the completion of the Joint Development Agreement.

SPP is publicly traded on the Tokyo and Osaka Stock Exchanges and has operations in Japan, United States, China, United Kingdom, Canada and other parts of the world.

**6. ACQUISITION OF TRANSTECH**

The Company closed the acquisition of TransTech of Aurora, Oregon on June 8, 2010. On this date, the Company entered into a Stock Purchase, Security and Stock Pledge Agreements which are included as Exhibits to the Form 10-Q filed with the SEC on August 12, 2010.

TransTech, founded in 1994, is a distributor of access control and authentication systems serving the security and law enforcement markets. With recorded revenues of \$7.6 million in 2012, TransTech has a respected national reputation for outstanding product knowledge, sales and service excellence.

This acquisition is expected to accelerate market entry and penetration through the acquisition of well-operated and positioned distributors of security and authentication systems like TransTech, thus creating a natural distribution channel for products featuring the company’s proprietary SPM technology.

The Company acquired its 100% interest in TransTech by issuing a Promissory Note (“Note”) to James Gingo, the President of TransTech, in the amount of \$2,300,000, plus interest at the rate of three and one-half percent (3.5%) per annum from the date of the Note. The Note is secured by a security interest in the stock and assets of TransTech, and is payable over a period of three (3) years.

On June 8, 2010, the Company issued a total of 3,800,000 shares of restricted common stock of the Company to James Gingo, Jeff Kruse and Steve Waddle, executives of TransTech, and Paul Bonderson, a TransTech investor. The parties valued the shares in this transaction at \$76,000 or \$0.02 per share, the closing bid price during negotiations.

**7. ACCOUNTS RECEIVABLE/CUSTOMER CONCENTRATION**

Accounts receivable were \$1,012,697 and \$823,724, net of allowance, as of September 30, 2012 and 2011, respectively. The Company had no customers in excess of 10% of our consolidated revenues for the year ended September 30, 2012. The Company had no customers with accounts receivable in excess of 10% as of September 30, 2012. The Company does expect to have customers with consolidated revenues or accounts receivable balances of 10% of total accounts receivable in the foreseeable future.

**8. INVENTORIES**

Inventories were \$344,692 and \$454,588 as of September 30, 2012 and 2011, respectively. Inventories consist primarily of printers and consumable supplies, including ribbons and cards, badge accessories, capture devices, and access control components held for resale. There is a \$10,000 reserve for impaired inventory as of September 30, 2012 and 2011.

**VISUALANT, INCORPORATED AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**9. FIXED ASSETS**

Fixed assets, net of accumulated depreciation, was \$469,001 and \$522,668 as of September 30, 2012 and 2011, respectively. Accumulated depreciation was \$606,509 and \$554,884 as of September 30, 2012 and 2011, respectively. Total depreciation expense, was \$60,869 and \$79,355 for the years ended September 30, 2012 and 2011, respectively. All equipment is used for selling, general and administrative purposes and accordingly all depreciation is classified in selling, general and administrative expenses.

Property and equipment as of September 30, 2012 was comprised of the following:

	Estimated Useful Lives	September 30, 2012		
		Purchased	Capital Leases	Total
Machinery and equipment	2-10 years	\$ 119,331	\$ 87,039	\$ 206,370
Leasehold improvements	5-20 years	603,612	-	603,612
Furniture and fixtures	3-10 years	55,307	101,260	156,567
Software and websites	3- 7 years	64,112	44,849	108,961
Less: accumulated depreciation		(400,516)	(205,993)	(606,509)
		<u>\$ 441,846</u>	<u>\$ 27,155</u>	<u>\$ 469,001</u>

Property and equipment as of September 30, 2011 was comprised of the following:

	Estimated Useful Lives	September 30, 2011		
		Purchased	Capital Leases	Total
Machinery and equipment	3-10 years	\$ 134,616	\$ 87,039	\$ 221,655
Leasehold improvements	20 years	600,000	-	600,000
Furniture and fixtures	3-10 years	45,676	101,260	146,936
Software and websites	3- 7 years	64,112	44,849	108,961
Less: accumulated depreciation		(374,021)	(180,863)	(554,884)
		<u>\$ 470,383</u>	<u>\$ 52,285</u>	<u>\$ 522,668</u>

**10. INTANGIBLE ASSETS**

Intangible assets as of September 30, and 2012 and 2011 consisted of the following:

	Estimated Useful Lives	September 30, 2012	September 30, 2011
Customer contracts	5 years	\$ 983,645	\$ 983,645
Technology	5 years	712,500	450,000
Less: accumulated amortization		(586,034)	(290,555)
Intangible assets, net		<u>\$ 1,110,111</u>	<u>\$ 1,143,090</u>

Total amortization expense was \$295,479 and \$224,979 for the year ended September 30, 2012 and 2011, respectively.

The fair value of the TransTech intellectual property acquired was \$983,645, estimated by using a discounted cash flow approach based on future economic benefits associated with agreements with customers, or through expected continued business activities with its customers. In summary, the estimate was based on a projected income approach and related discounted cash flows over five years, with applicable risk factors assigned to assumptions in the forecasted results.

The fair value of the RATLab intellectual property associated with the assets acquired was \$450,000 estimated by using a discounted cash flow approach based on future economic benefits.. In summary, the estimate was based on a projected income approach and related discounted cash flows over five years, with applicable risk factors assigned to assumptions in the forecasted results.

The fair value of the Javelin intellectual property acquired was \$262,500 estimated by using a discounted cash flow approach based on future economic benefits associated with the assets acquired. In summary, the estimate was based on a projected income approach and related discounted cash flows over five years, with applicable risk factors assigned to assumptions in the forecasted results.

**VISUALANT, INCORPORATED AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**11. ACCOUNTS PAYABLE**

Accounts payable were \$1,593,861 and \$1,206,100 as of September 30, 2012 and 2011, respectively. Such liabilities consisted of amounts due to vendors for inventory purchases and technology development, external audit, legal and other expenses incurred by the Company. TransTech had 3 vendors (30.1%, 13.7%, and 12.4%) with accounts payable in excess of 10% of its accounts payable as of September 30, 2012. The Company does expect to have vendors with accounts payable balances of 10% of total accounts payable in the foreseeable future.

**12. CONVERTIBLE NOTES PAYABLE**

On May 19, 2011, the Company entered into a Securities Purchase Agreement (“Agreement”) with Gemini Master Fund, Ltd. (“Gemini”) and Ascendant Capital Partners, LLC (“Ascendant”) (Gemini and Ascendant are collectively referred to as the “Investors”), pursuant to which the Company issued \$1.2 million in principal amount of 10% convertible debentures (the “Original Debentures”) which were due May 1, 2012. The due date of the Original Debentures was extended to September 30, 2012 pursuant to a First Amendment to the Agreement on March 12, 2012, and further extended to September 30, 2013 pursuant to a Second Amendment to the Agreement on August 16, 2012. In addition, the Company issued 5-year warrants to the Investors to collectively purchase 2,400,000 shares of our common stock. The purchase price for the debentures was 83.3% of the face amount, resulting in the Company receiving \$1.0 million, less legal fees, placement agent fees and expenses as set forth below. The Agreement includes an additional investment right granted to the Investors, pursuant to which the Investors have the right at any time until September 30, 2013, to purchase up to \$1.2 million in principal amount of additional debentures (the “Additional Debentures”) on the same terms and conditions as the Original Debentures, except that the conversion price on the Additional Debentures may have a higher floor. The conversion price on both the Original Debentures and the Additional Debentures are subject to a potential downward adjustment for any equity sales subsequent to the date of issuance. In conjunction with the purchase of the Additional Debentures, the Investors also have the right to purchase additional warrants. The full terms of the transactions with Gemini and Ascendant are set forth in the transaction agreements, copies of which are filed with this 10-K as Exhibits 10.1 through 10.10.

On August 28, 2012, the Company entered into a Warrant Purchase Agreement with Gemini and acquired the Gemini Warrant covering the purchase of up to 1.8 million shares, subject to adjustment, by paying \$250,000 on August 28, 2012 and agreeing to pay \$250,000 on or before November 30, 2012.

As of September 30, 2012, Gemini has \$600,000 and Ascendant has \$150,000 remaining in principal amount of Original Debentures outstanding plus accrued interest thereon that is convertible into common shares. Ascendant also has a warrant for the purchase of up to 600,000 shares of our common stock at an original exercise price of \$.35 per share, which exercise price is subject to adjustment and which has been adjusted downward as of the date hereof. See Exhibit 10.6 filed herewith. In addition, the additional investment and participation rights as defined in the Agreement granted to the Investors were extended from September 30, 2012 to September 30, 2013.

The Company paid legal fees and expenses in the amount of \$12,500. Visualant also paid \$80,000 or 8.0% of the cash received and issued a five-year warrant for 192,000 shares in placement agent fees to Ascendant Capital Markets LLC.

The Company filed a registration statement on Form S-1, which was declared effective on August 29, 2011, to register 15,340,361 shares of its common stock, including (i) up to 5,400,000 shares of our common stock for Gemini issuable on conversion and the exercise of a warrant issued to Gemini and (ii) up to 1,992,000 shares of our common stock for Ascendant issuable on conversion of debt and the exercise of a warrant issued to Ascendant. As of September 30, 2012, 7,036,975 shares of the Company’s common stock have been issued to Gemini upon conversion of \$300,000 of the convertible debentures and interest of \$20,780 at an average of \$0.05 per share. As of September 30, 2012, 3,373,425 shares of the Company’s common stock have been issued to Ascendant upon conversion of \$150,000 of the convertible debentures and interest of \$18,671 at an average of \$0.05 per share.

During the year ended September 30, 2012, the Company modified its outstanding debentures with an aggregate principal value of \$1,200,000. The maturity date has been extended to September 30, 2013, the Investors have converted principal and interest as outlined above at \$0.05 and the Company paid a premium to the debenture holders in the form of redeeming the outstanding warrants for \$500,000. The fair value of the warrants was calculated using the Black-Scholes-Merton option valuation model. The following assumptions were used to determine the fair value of the Warrants using the Black-Scholes valuation model: a term of five years, risk-free rate of 3.92%, volatility of 100%, and dividend yield of zero. Interest expense has been recorded for the loss of \$500,000 related to the modification of the debentures. The difference between the conversion price and the fair market value of the common stock on the commitment date resulted in a beneficial conversion feature recorded of \$216,000. Total interest expense recognized, including the beneficial conversion feature was \$313,534 during the year ended September 30, 2012.

**VISUALANT, INCORPORATED AND SUBSIDIARIES**  
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The conversion of the convertible notes payable and the related warrants will likely result in a substantial dilution of the value of the common shares for all shareholders.

**13. NOTES PAYABLE, CAPITALIZED LEASES AND LONG TERM DEBT**

Notes payable, capitalized leases and long term debt as of September 30, 2012 and 2011 consisted of the following:

	September 30, 2012	September 30, 2011
BFI Finance Corp Secured Credit Facility	\$ 568,475	\$ 506,377
TransTech capitalized leases, net of capitalized interest	17,943	31,216
Related party notes payable-		
James Gingo Promissory Note	1,000,000	1,650,000
RATLab LLC	-	150,000
Bradley E. Sparks	-	73,228
Lynn Felsing	49,500	82,000
Ronald P. Erickson and affiliated parties	-	58,952
<b>Total debt</b>	<b>1,635,918</b>	<b>2,551,773</b>
Less current portion of long term debt	(1,631,903)	(1,537,191)
<b>Long term debt</b>	<b>\$ 4,015</b>	<b>\$ 1,014,582</b>

*BFI Finance Corp Secured Credit Facility*

On December 9, 2008 TransTech entered into a \$1,000,000 secured credit facility with BFI Finance Corp to fund its operations. The rate is prime interest + 2.5%, with a floor for prime interest of 5.5%. On June 12, 2012, the secured credit facility was renewed for 6 months, with a floor for Prime of 4.5%. The eligible borrowing is based on 80% of eligible trade accounts receivable, not to exceed \$700,000, and 35% of inventory value, not to exceed \$300,000, for a total cap of \$1,000,000. As of September 30, 2012, the outstanding balance under this facility was \$568,475. The secured credit facility is guaranteed by James Gingo, the President of TransTech.

The Company's revolving credit facility requires a lockbox arrangement, which provides for all receipts to be swept daily to reduce borrowings outstanding under the credit facility.

*Capitalized Leases*

TransTech has capitalized leases for equipment. The leases have a remaining lease term of 9-34 months. The aggregate future minimum lease payments under capital leases, to the extent the leases have early cancellation options and excluding escalation charges, are as follows:

Years Ended September 30,	Total
2013	\$ 13,928
2014	3,332
2015	683
2016	-
2017	-
Total	17,943
Less current portion of capitalized leases	(13,928)
Long term capital leases	<u>\$ 4,015</u>



**VISUALANT, INCORPORATED AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

The imputed interest rate in the capitalized leases is approximately 10.5%.

*Related Party Notes Payable*

The Company acquired its 100% interest in TransTech by issuing a Promissory Note (“Note”) to James Gingo, the President of TransTech, in the amount of \$2,300,000, plus interest at the rate of three and one-half percent (3.5%) per annum from the date of the Note. The Note is secured by a security interest in the stock and assets of TransTech, and is payable over a period of three (3) years as follows:

(i) The sum of \$650,000, the amount of any accrued interest due on the Bonderson debt of \$600,000 owed by James Gingo to the Bonderson Family Living Trust (“Bonderson Debt”) and interest on the unpaid balance, shall be paid to Seller on the earlier of: (A) the one (1) year anniversary of the closing date; or (B) on the closing of \$2,500,000 or more in aggregate financing (whether debt, equity or some combination thereof) after the closing date. On June 8, 2011, the Company paid \$650,000 and accrued interest of \$80,500 to Mr. Gingo.

(ii) The sum of \$650,000, the amount of any accrued interest due on the Bonderson debt owed by James Gingo and interest on the unpaid balance shall be paid to Seller on the earlier of: (A) the two (2) year anniversary of the closing date; or (B) on the closing of \$5,000,000 or more in aggregate financing (whether debt, equity or some combination thereof) after the closing date. On July 31, 2012, the Company paid the \$650,000 and accrued interest of \$66,136 due to Mr. Gingo.

(iii) The remaining balance of the Note and interest thereon shall be paid to Seller on the earlier of: (A) the three year anniversary of the closing date; or (B) on the closing of \$7,500,000 or more in aggregate financing (whether debt, equity or some combination thereof) after the closing date.

On April 30, 2009, accounts payable owed to Lynn Felsing, a consultant, totaling \$82,000 were converted into a demand note. As of September 30, 2012, the outstanding note payable totaled \$49,500.

An affiliate of Mr. Erickson, our Chief Executive Officer, Juliz I Limited Partnership, loaned the Company operating funds during fiscal 2009. The Company repaid the loan during the year ended September 30, 2012.

Additionally, Mr. Erickson incurred expenses on behalf of the Company for a total of \$24,322 during the 2009 fiscal year. This balance was converted into a loan as of September 30, 2009. The Company repaid the loan during the year ended September 30, 2012.

Aggregate maturities for notes payable, capitalized leases and long term debt by year are as follows:

Years Ended September 30,	Total
2013	\$ 1,631,903
2014	3,332
2015	683
2016	-
2017	-
Total	<u>\$ 1,635,918</u>

**14. EQUITY**

Unless otherwise indicated, all of the following private placements of Company securities were conducted under the exemption from registration as provided under Section 4(2) of the Securities Act of 1933 (and also qualified for exemption under 4(5), formerly 4(6) of the Securities Act of 1933, as noted below). All of the shares issued were issued in private placements not involving a public offering, are considered to be “restricted stock” as defined in Rule 144 promulgated under the Securities Act of 1933 and stock certificates issued with respect thereto bear legends to that effect.

The Company had the following equity transactions during the year ended September 30, 2011:

On November 17, 2010, the Company issued 20,000 shares of restricted shares of the Company’s common stock to Robert Jones for advisory services. The shares were valued at \$0.24 per share, the closing price on November 17, 2010.

**VISUALANT, INCORPORATED AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

On December 23, 2010, the Company entered into a Securities Purchase Agreement (“Agreement”) with Seaside pursuant to which Seaside agreed to purchase restricted shares of the Company’s common stock from time to time over a 12-month period, provided that certain conditions are met.

Under the terms of the Agreement, the Company agreed to sell and issue to Seaside each month for a 12-month period commencing on the closing date, restricted shares of the Company’s common stock at a price equal to the lower of (i) 60% of the average trading price of the company’s stock during the 10 trading days immediately preceding each monthly closing date, or (ii) 70% of the average trading price for the trading day immediately preceding each monthly closing date. Visualant’s agreement to sell shares each month during said 12 month period is subject to certain conditions and limitations. With respect to each subsequent closing, Visualant will not be obligated to sell any of its common stock to Seaside at a price lower than \$0.25 per share, and Seaside’s beneficial ownership of the Company’s common stock will not exceed 9.9%. Seaside is not permitted to short sale the Company’s common stock.

Visualant paid Seaside’s legal fees and expenses in the amount of \$25,000 for the initial closing, and agreed to pay \$2,500 for each subsequent closing. Visualant also has agreed to pay 7.0% in finder’s fees (to be paid in connection with each draw down) and issue 10,113 common stock warrants exercisable at \$0.21395 per share.

The Agreement may be terminated by Seaside upon written notice to the Company, if at any time prior to the final subsequent closing the Company consummates a financing to which Seaside is not a party.

The Agreement also contains certain representations and warranties of Visualant and Seaside, including customary investment-related representations provided by Seaside, as well as acknowledgements by Seaside that it has reviewed certain disclosures of the Company (including the periodic reports that the Company has filed with the SEC) and that the Company’s issuance of the shares has not been registered with the SEC or qualified under any state securities laws. Visualant provided customary representations regarding, among other things, its organization, capital structure, subsidiaries, disclosure reports, absence of certain legal or governmental proceedings, financial statements, tax matters, insurance matters, real property and other assets, and compliance with applicable laws and regulations. Seaside’s representations and warranties are qualified in their entirety (to the extent applicable) by the Company’s disclosures in the reports it files with the SEC. Visualant also delivered confidential disclosure schedules qualifying certain of its representations and warranties in connection with executing and delivering the Agreement.

As of September 30, 2011, the Company sold to Seaside 2,529,314 shares at a purchase price of \$0.302 per share, or an aggregate price of \$763,650. In addition, the Company issued warrants to brokers for the purchase of 177,050 shares of common shares at the purchase price of \$0.302 per share.

On January 27, 2011, the Company issued 275,000 restricted shares of the Company’s common stock to directors for services provided during 2010. The shares were valued at \$0.448 per share, the closing price for the thirty days prior to January 27, 2011.

On January 27, 2011, the Company entered into a Contract for Corporate Advisory Services with Core consulting Group. Under the agreement dated December 6, 2010, the Company issued 381,500 of restricted shares of the Company’s common stock at \$0.45 per share, the closing price on December 6, 2010. On April 27, 2011, the Company issued an additional 381,500 of restricted shares of our common stock at \$0.45 per share, the closing price on December 6, 2010.

On January 27, 2011, Monahan & Biagi, PLLC converted \$136,726 of accrued legal bills into 341,815 shares of our common stock at \$0.40 per share, the closing price on January 22, 2011, the date the conversion was requested.

On February 14 and 17, 2011, Asher converted \$50,000 of convertible debentures into 173,378 shares of common stock at \$0.2884 per share.

On February 23, 2011, Masahiro Kawahata, a director converted \$90,906 of accrued expenses into 211,409 shares of the Company common stock at \$0.43 per share, the closing price on February 23, 2011, the date the conversion was requested.

On February 23, 2011, the Company issued a warrant for the purchase of 1,000,000 shares of our common stock to Coach for advisory services. The warrant was issued at \$0.25 per share. The warrant expires February 22, 2014 and is callable if registered and with five closing trading prices of the Company’s common stock over \$0.75 per share.

On February 23, 2011, the Company issued a warrant for the purchase of 500,000 shares of our common stock to the Sterling Group for advisory services. The warrant was issued at \$0.50 per share. The warrant expires February 22, 2014 and is callable if registered and with five closing trading prices of our common stock over \$0.75 per share.

On April 1, 2011, Coach converted \$250,000 and interest of \$28,758 into 1,858,387 shares of common stock.

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On April 1, 2011, the Company entered into a Consulting Agreement with Cerillion N4 Partners. Under the agreement, the Company issued 4,000 shares at \$0.52 per share, the price on March 31, 2011.

On April 1, 2011, the Company entered into an Agreement with InvestorIdeas.com. Under the agreement, the Company issued 57,692 shares at \$0.52 per share, the price on March 31, 2011.

On April 1, 2011, the Company entered into an Agreement with National Securities Corporation. Under the agreement, the Company issued 60,000 shares at \$0.52 per share, the price on March 31, 2011.

On April 1, 2011, the Company entered into an Agreement with Aquiline Group, Inc. Under the agreement, the Company issued 75,000 shares at \$0.52 per share, the price on March 31, 2011.

On May 31, 2011, Coach exercised its warrant and received 833,333 shares of common stock. On December 7, 2009, the Company closed \$250,000 of financing from Coach pursuant to a Convertible Promissory Note. In addition, Coach received warrants to purchase 833,333 shares of the Company's common stock at \$0.15 per share. The warrant expired 3 years from the date of issuance.

On May 18, 2011, the Company entered into an Agreement with Mr. Gima. Under the agreement, we issued 10,000 shares at 0.52 per share.

On May 20, 24 and 26, 2011, Asher converted \$50,000 of convertible debentures into 296,130 shares of common stock at \$0.169 per share.

On June 7, 2011, the Company closed the acquisition of all Visualant related assets of the RATLab LLC by agreeing to issue 1,000,000 of our common stock valued at \$0.20 per share, the price during the negotiation of this agreement.

On June 17, 2011, the Company entered into a Securities Purchase Agreement with Ascendant, pursuant to which Ascendant agreed to purchase up to \$3,000,000 worth of shares of the Company's common stock from time to time over a 24-month period, provided that certain conditions are met. The financing arrangement entered into by the Company and Ascendant is commonly referred to as an "equity line of credit" or an "equity drawdown facility."

As of September 30, 2012, the Company has issued to Ascendant 5,365,884 shares for \$383,141 or \$0.071 per shares under the Securities Purchase Agreement dated June 17, 2011. In addition, the Company issued to Ascendant during 2011 and 2012 a total of 1,490,943 shares for \$193,370 or \$0.131 per shares under the Securities Purchase Agreement excluding the commitment and legal fees.

On June 17, 2011, the Company extended its April 1, 2011 Agreement with Aquiline Group, Inc. Under the agreement, the Company issued 25,000 shares at \$0.52 per share, the price on March 31, 2011.

On July 14, 17 and 20, 2011 Asher converted \$50,000 into 491,506 shares of common stock at \$.102 per share.

On August 23, 2011, the Company filed an amended Registration Statement on Form S-1 for 15,340,361 shares of common stock. The Registration Statement primarily registers shares for Seaside, Gemini, Ascendant, Coach and Sterling Group and was declared effective by the SEC on August 29, 2011.

The Company had the following equity transactions during the year ended September 30, 2012:

On October 5, 2011, the Company entered into a Financial Consultant Agreement ("Agreement") with D. Weckstein and Co, Inc. ("Weckstein") The Agreement expires July 31, 2016. Under the Agreement, Weckstein was awarded 1,000,000 shares of common stock on November 7, 2011. The shares were valued at \$0.07 per share, the closing price on November 7, 2011. In addition, the Company paid \$10,000 to Weckstein

On December 15, 2011, the Company issued 100,000 shares of restricted common stock to Todd Weaver for product development work. The shares were valued at \$0.12 per share, the closing price on November 29, 2011, and do not have registration rights.

On February 7, 2012, the Company issued 1,000,000 restricted shares to Coventry Capital LLC related to an Advisory Agreement. The shares were valued at \$.10 per share.

On February 24, 2012, the Company issued 400,000 shares of common stock to five directors for services provided during 2011. The shares were issued under the 2011 Stock Incentive Plan.

On April 1, 2011, the Company entered into an Investor Banking Agreement with National Securities Corporation. On March 12, 2012, the Company issued warrants for up to 204,000, 366,000 and 30,000 shares of common stock to National Securities Corporation, Steven Freifeld and Vince Calicchia, respectively. The warrants are exercisable at \$.10 per share and expire March 11, 2015.

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On April 2, 2012, the Company filed a Registration Statement on Form S-1 for 7,600,000 shares of common stock. The Registration Statement primarily registered shares for Ascendant, Coventry Capital LLC and National Securities Corporation and affiliates and was declared effective by the SEC on April 18, 2012.

On May 16, 2012 the Company issued 150,000 shares of restricted common stock to Manna Advisory Services, LLC for services. The shares were valued at \$0.10 per share. The shares do not have registration rights.

On May 31, 2012, the Company executed a Stock Purchase Agreement with Sumitomo Precision Products Co., Ltd. (SPP) whereby SPP invested \$2,250,000 in exchange for 17,307,693 shares of restricted common shares priced at \$0.13 per share that was funded on June 21, 2012. The shares do not have registration rights.

On July 31, 2012, the Company closed the acquisition of the environmental field of use of its SPM technology from Javelin LLC or Javelin . The Company acquired the Visualant related assets of Javelin for (i) 1,250,000 shares of our common stock at closing valued at thirteen (\$0.13) per share, the price during the negotiation of this agreement; and (ii) \$100,000, with \$20,000 payable at closing and \$80,000 to be paid in four equal installments over a period of eight months. In addition,

On September 6, 2012, the Company signed a Settlement and Release Agreement (“Sparks Agreement”) with Mr. Sparks, the former CEO and Director and a cousin of Ronald Erickson. The Sparks Agreement required (i) payment of \$50,750 (paid) and issuance of 513,696 shares of our common stock for full payment on a note and related accrued interest of \$66,780; (ii) payment of \$39,635 to Mr. Sparks for a note, accrued interest and other liabilities (paid); and (iii) issuance of 4,000,000 restricted shares of our common stock to Mr. Spark for unpaid compensation in the amount of \$721,333. The above is full settlement of all outstanding liabilities due to Mr. Sparks.

On September 18, 2012 the Company issued 500,000 shares of restricted common stock to NVPR, LLC for services. The shares were valued at \$0.13 per share. The shares do not have registration rights.

On September 28, 2012 the Company issued 250,000 shares of restricted common stock to Clayton McKeekin for services. The shares were valued at \$0.13 per share. The shares do not have registration rights.

As of September 30, 2012, 7,036,975 shares of the Company’s common stock have been issued to Gemini upon conversion of \$300,000 of the convertible debentures and interest of \$20,780 at an average of \$0.05 per share.

As of September 30, 2012, 3,373,425 shares of the Company’s common stock have been issued to Ascendant upon conversion of \$150,000 of the convertible debentures and interest of \$18,671 at an average of \$0.05 per share.

On October 22, 2012, the Company filed an Amended Registration Statement on Form S-1 for 7,600,000 shares of common stock. The Registration Statement primarily registered shares for Ascendant, Coventry Capital LLC and National Securities Corporation and affiliates and was declared effective by the SEC on October 25, 2012.

Warrants, and any potential adjustments, are discussed in this Footnote and Footnote 12, Convertible Notes Payable.

A summary of the warrants issued as of September 30, 2012 were as follows:

	September 30, 2012	
	Shares	Weighted Average Exercise Price
Outstanding at beginning of period	4,569,050	0.410
Issued	600,000	0.100
Exercised	-	-
Forfeited	-	-
Expired	(1,800,000)	(0.500)
Outstanding at end of period	3,369,050	0.307
Exerciseable at end of period	3,369,050	

**VISUALANT, INCORPORATED AND SUBSIDIARIES**  
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A summary of the status of the warrants outstanding as of September 30, 2012 is presented below:

Number of Warrants	September 30, 2012			
	Weighted Average Remaining Life	Weighted Average Exercise Price	Shares Exercisable	Weighted Average Exercise Price
600,000	2.50	\$ 0.100	600,000	\$ 0.100
1,359,073	1.26	0.20-0.29	1,359,073	0.20-0.29
117,977	1.55	0.30-0.39	117,977	0.30-0.39
500,000	1.38	0.40-0.49	500,000	0.40-0.49
792,000	3.63	0.500	792,000	0.500
<b>3,369,050</b>	<b>2.27</b>	<b>\$ 0.307</b>	<b>3,369,050</b>	<b>\$ 0.307</b>

The significant weighted average assumptions relating to the valuation of the Company's warrants for the year ended September 30, 2012 were as follows:

<b>Assumptions</b>	
Dividend yield	0 %
Expected life	3
Expected volatility	143 %
Risk free interest rate	2 %

At September 30, 2012, vested warrants totaling 3,369,050 shares had an aggregate intrinsic value of \$572,739.

**15. STOCK OPTIONS**

Description of Stock Option Plan

On April 29, 2011, the 2011 Stock Incentive Plan was approved at the Annual Stockholder Meeting. The Company has 6,100,000 options to purchase common stock available to issue under the 2011 Stock Incentive Plan.

Determining Fair Value Under ASC 505

The Company records compensation expense associated with stock options and other equity-based compensation using the Black-Scholes-Merton option valuation model for estimating fair value of stock options granted under our plan. The Company amortizes the fair value of stock options on a ratable basis over the requisite service periods, which are generally the vesting periods. The expected life of awards granted represents the period of time that they are expected to be outstanding. The Company estimates the volatility of our common stock based on the historical volatility of its own common stock over the most recent period corresponding with the estimated expected life of the award. The Company bases the risk-free interest rate used in the Black Scholes-Merton option valuation model on the implied yield currently available on U.S. Treasury zero-coupon issues with an equivalent remaining term equal to the expected life of the award. The Company has not paid any cash dividends on our common stock and does not anticipate paying any cash dividends in the foreseeable future. Consequently, the Company uses an expected dividend yield of zero in the Black-Scholes-Merton option valuation model and adjusts share-based compensation for changes to the estimate of expected equity award forfeitures based on actual forfeiture experience. The effect of adjusting the forfeiture rate is recognized in the period the forfeiture estimate is changed.

Stock Option Activity

On November 9, 2011, Bradley E. Sparks forfeited a grant to purchase 1,000,000 shares of common stock at \$0.75 per share.

On November 29, 2011, Jeff Kruse and Steve Waddle, employees of TransTech, were each granted an option to purchase 100,000 shares of common stock at \$0.12 per share. The grants vest quarterly over three years and expire November 28, 2014.

On February 15, 2012, Marco Hegyi forfeited a grant to purchase 2,000,000 shares of common stock at \$0.50 per share.

On February 24, 2012, the Company issued 400,000 shares of common stock to five directors for services provided during 2011. The shares were issued under the 2011 Stock Incentive Plan.

On February 24, 2012, Marco Hegyi, our Chairman of the Board, was granted an option to purchase 1,900,000 shares of common stock at \$0.10 per share. The grant vests 750,000 shares on February 24, 2012 and 250,000 shares per quarter. The grant vests upon a change in control and expires February 23, 2022.

On May 11, 2012, the Company issued a stock option grant for 100,000 shares of common stock to a consultant at \$0.15 per share. The stock option grant vested immediately.

**VISUALANT, INCORPORATED AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

On May 11, 2012, a consultant forfeited a stock option grant for 100,000 shares of common stock at \$.15 per share.

During 2012, the Company agreed to grant, subject to shareholder approval at the 2013 annual shareholder meeting, of an increase in the number of shares available under the Company's Stock Incentive Plan, stock option grants totaling 5,000,000 shares of common stock to five directors and three employees for services provided during 2012. The shares were granted under the 2011 Stock Incentive Plan.

There are currently 5,920,000 options to purchase common stock at \$0.131 per share outstanding at September 30, 2012 under the 2011 Stock Incentive Plan. The Company recorded \$266,172 and \$153,227 of compensation expense, net of related tax effects, relative to stock options for the year ended September 30, 2012 and 2011 in accordance with ASC 505. Net loss per share (basic and diluted) associated with this expense was approximately (\$0.00). As of September 30, 2012, there is approximately \$96,180 of total unrecognized costs related to employee granted stock options that are not vested. These costs are expected to be recognized over a period of approximately two years.

Stock option activity for the years ended September 30, 2012 and 2011 are summarized as follows:

	Options	Weighted Average Exercise Price	\$
Outstanding as of September 30, 2010	4,735,000	\$ 0.289	\$ 1,366,250
Granted	2,320,000	0.339	785,800
Exercised	-	-	-
Forfeitures	(135,000)	(0.750)	(101,250)
Outstanding as of September 30, 2011	6,920,000	0.296	2,050,800
Granted	2,200,000	0.104	229,000
Exercised	-	-	-
Forfeitures	(3,200,000)	(0.470)	(1,503,000)
Outstanding as of September 30, 2012	<u>5,920,000</u>	<u>\$ (0.131)</u>	<u>\$ 776,800</u>

The following table summarizes information about stock options outstanding and exercisable at September 30, 2012:

Range of Exercise Prices	Number Outstanding	Weighted Average Remaining Life In Years	Weighted Average Exercise Price Exercisable	Number Exercisable	Weighted Average Exercise Price Exercisable
0.090	500,000	7.75 years	\$ 0.090	375,000	\$ 0.090
0.100	1,900,000	9.50 years	0.100	1,250,000	0.100
0.120	200,000	2.25 years	0.120	50,000	0.120
0.150	100,000	2.75 years	0.150	100,000	0.150
0.150	3,000,000	7.75 years	0.150	3,000,000	0.150
0.240	220,000	3.25 years	0.240	128,333	0.240
	<u>5,920,000</u>	<u>7.86 years</u>	<u>\$ 0.131</u>	<u>4,903,333</u>	<u>\$ 0.141</u>

There is no aggregate intrinsic value of the exercisable options as of September 30, 2012.

**16. OTHER SIGNIFICANT TRANSACTIONS WITH RELATED PARTIES**

See Note 13 for discussion of notes payable issued to the Company's former CEO and President during the quarter ended March 31, 2007. Other than the note payable, related interest and payroll related accruals, all amounts are recorded in the related party accounts payable balance. As of the filing date, Mr. Erickson beneficially owns 5,423,773 shares of common stock.

Mr. Sparks resigned from the Board of Directors effective September 6, 2012. On September 6, 2012, the Company entered into a Settlement and Release Agreement with Mr. Sparks pursuant to which the Company agreed to (i) pay to Mr. Sparks the sum of \$50,750 and issue 513,696 shares of the Company's common stock as satisfaction in full of amounts owed pursuant to a note issued in 2007 and related accrued interest; and (ii) pay to Mr. Sparks the sum of \$39,635 and issue 4,000,000 shares of the Company's common stock as satisfaction in full of amounts owed to pursuant to a note issued in 2009, related accrued interest, and other liabilities, including accrued compensation of \$721,333. The full Settlement and Release Agreement was filed as Exhibit 10.1 to Form 8-K/A1 filed by the Company on September 12, 2012.

The Company paid \$195,000 for fees due two directors for their services on closing the SPP transactions. The Company paid \$60,000 on June 25, 2012 and \$135,000 on July 25, 2012.

**VISUALANT, INCORPORATED AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**17. COMMITMENTS, CONTINGENCIES AND LEGAL PROCEEDINGS**

**LEGAL PROCEEDINGS**

There are no pending legal proceedings against the Company that are expected to have a material adverse effect on its cash flows, financial condition or results of operations.

**EMPLOYMENT AGREEMENTS**

Mr. Erickson, Mr. Scott and other named executive officers of Visualant do not have employment agreements.

**Agreement with James Gingo**

On June 8, 2010, the Company entered into an Employment Agreement (“Gingo Agreement”) with Mr. Gingo. The Gingo Agreement has a three year term beginning on June 8, 2010 at the annual base salary of \$200,000 per year. The Gingo Agreement provides for participation in the Company’s benefit programs available to other employees (including group insurance arrangements). Also under the Gingo Agreement, Mr. Gingo is eligible for discretionary performance bonuses up to 50% of his annual salary based upon performance criteria to be determined by the Company’s Compensation Committee based on criteria under development. If Mr. Gingo’s employment is terminated without Cause (as defined in the Gingo Agreement), Mr. Gingo will be entitled to a payment equal to one year’s annual base salary paid over the next year.

**LEASES**

The Company is obligated under various non-cancelable operating leases for their various facilities and certain equipment.

**Corporate Offices**

The Company’s executive office is located at 500 Union Street, Suite 420, Seattle, Washington, USA, 98101. On August 1, 2012, we entered into a lease which expires August 31, 2014. The monthly lease rate is \$1,944 for the year ending August 31, 2013 and \$2,028 for the year ending August 31, 2014.

**TransTech Facilities**

TransTech leases a total of approximately 9,750 square feet of office and warehouse space for its administrative offices, product inventory and shipping operations, at a monthly rental of \$4,292. The lease was extended from March 2011 for an additional five year term at a monthly rental of \$4,751. There are two additional five year renewals with a set accelerating increase of 10% per 5 year term. TransTech also leases additional 500 square feet of off-site space at \$250 per month from a related party.

The aggregate future minimum lease payments under operating leases, to the extent the leases have early cancellation options and excluding escalation charges, are as follows:

Years Ended September 30,	Total
2013	\$ 78,396
2014	81,348
2015	57,012
2016	23,755
2017	-
Beyond	-
Total	<u>\$ 240,511</u>

**NOTE 18. INCOME TAXES**

The Company has incurred losses since inception, which have generated net operating loss carryforwards. The net operating loss carryforwards arise from United States sources.

Pretax losses arising from United States operations were approximately \$1,522,000 for the year ended September 30, 2012. Pretax losses arising from United States operations were approximately \$2,534,000 for the year ended September 30, 2011.

The Company has non- US net operating loss carryforwards of approximately \$11,877,200, which expire in 2019-2030 and US of approximately \$11,877,200 which expire in 2019-2030. Because it is not more likely than not that sufficient tax earnings will be generated to utilize the net operating loss carryforwards, a corresponding valuation allowance of approximately \$1,164,000 and \$1,151,000 was established as of September 30, 2012 and 2011, respectively. Additionally, under the Tax Reform Act of 1986, the amounts of, and benefits from, net operating losses may be limited in certain circumstances, including a change in control.

**VISUALANT, INCORPORATED AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Section 382 of the Internal Revenue Code generally imposes an annual limitation on the amount of net operating loss carryforwards that may be used to offset taxable income when a corporation has undergone significant changes in its stock ownership. There can be no assurance that the Company will be able to utilize any net operating loss carryforwards in the future.

For the year ended September 30, 2012, the Company's effective tax rate differs from the federal statutory rate principally due to net operating losses and warrants issued for services.

The principal components of the Company's deferred tax assets at September 30, 2012 are as follows:

	2012	2011
U.S. operations loss carry forward at statutory rate of 42.6%	\$ (1,163,832)	\$ (1,151,090)
Less Valuation Allowance	1,163,832	1,151,090
Net Deferred Tax Assets	-	-
Change in Valuation allowance	\$ -	\$ -

A reconciliation of the United States Federal Statutory rate to the Company's effective tax rate for the period ended September 30, 2012 and 2011 is as follows:

	2012	2011
Federal Statutory Rate	-42.6%	-42.6%
Increase in Income Taxes Resulting from:		
Change in Valuation allowance	42.6%	42.6%
Effective Tax Rate	0.0%	0.0%

The Company evaluated subsequent events, for the purpose of adjustment or disclosure, up through the date the financial statements were issued.

**19. SUBSEQUENT EVENTS**

The Company evaluated subsequent events, for the purpose of adjustment or disclosure, up through the date the financial statements were issued.

As of November 13, 2012, 4,512,603 shares of the Company's common stock have been issued to Ascendant upon conversion of \$200,000 of the convertible debentures and interest of \$25,630 at an average of \$0.05 per share.

As of November 13, 2012, the Company has issued to Ascendant 6,358,933 shares for \$483,141 or \$.076 per shares under the Securities Purchase Agreement dated June 17, 2011.

**REPORT ON MANAGEMENT'S ASSESSMENT OF INTERNAL CONTROL OVER FINANCIAL REPORTING**

Management assessed the corporation's system of internal control over financial reporting as of September 30, 2012, in relation to criteria for effective internal control over financial reporting as described in "Internal Control--Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this assessment, management concludes that, as of September 30, 2012, its system of internal control over financial reporting is not effective based on the criteria of the "Internal Control--Integrated Framework".

/s/ Ronald P. Erickson  
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 Ronald P. Erickson  
 Chief Executive Officer

/s/ Mark Scott  
 \_\_\_\_\_  
 Mark Scott  
 Chief Financial Officer

Seattle, WA  
 November 13, 2012



## PART II

### INFORMATION NOT REQUIRED IN PROSPECTUS

#### Item 13. Other Expenses of Issuance and Distribution

The expenses payable by us in connection with the issuance and distribution of the securities being registered other than underwriting discounts and commissions, if any are set forth below. Each item listed is estimated as follows:

Securities and Exchange Commission registration fee	\$	500
Accounting fees and expenses		2,500
Legal fees and expenses		10,000
Registrar and transfer agent fees and expenses		2,000
Miscellaneous		3,000
Total expenses	\$	<u>18,000</u>

#### Item 14. Indemnification of Directors and Officers

Under Nevada law, a corporation may include in its articles of incorporation (“Articles”) a provision that eliminates or limits the personal liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duties as a director, but no such provision may eliminate or limit the liability of a director (a) for any breach of his fiduciary duty as a director, (b) for acts or omissions not in good faith or that involve intentional misconduct, fraud or a knowing violation of law, (c) for conduct violating the Nevada General Corporation Law, or (d) for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled.

Section 78.7502 of the Nevada Revised Statutes or NRS provides, in general, that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the corporation, by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding if the person acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.

NRS Section 78.4502 also provides, in general, that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by the person in connection with the defense or settlement of the action or suit if the person acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation; provided, however, that indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the corporation or for amounts paid in settlement to the corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

Any indemnification pursuant to the above provisions may be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances. The determination must be made: (a) by the stockholders; (b) by the Board of Directors by majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding; (c) if a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding so orders, by independent legal counsel in a written opinion; or (d) if a quorum consisting of directors who were not parties to the action, suit or proceeding cannot be obtained, by independent legal counsel in a written opinion.

Under Article X of the Company's Amended and Restated Articles of Incorporation, the personal liability of all its directors is eliminated to the fullest extent allowed by Nevada law. In addition, a director shall not be personally liable to the corporation or its stockholders for monetary damages for conduct as a director, except for liability (a) for acts or omissions that involve intentional misconduct or a knowing violation of law; (b) for conducting violating the Nevada General Corporation Law; or (c) for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled.

Article XI of the Articles of Incorporation also provides for indemnification of the Company's directors and officers, and authorizes the Company to purchase and maintain insurance or make other financial arrangements on behalf of any director, officer, agent or employee of the corporation, for any liability asserted against him and for expenses incurred by him in his capacity as a director, officer, employee or agent, arising out of his status as such, whether or not the corporation has the authority to indemnify him against such liability and expenses.

The Company has a directors' and officers' liability insurance policy in place pursuant to which its directors and officers are insured against certain liabilities, including certain liabilities under the Securities Act of 1933, as amended and the Securities and Exchange Act of 1934, as amended.

#### **Item 15. Recent Sales of Unregistered Securities**

Unless otherwise indicated, all of the following sales or issuances of Company securities were conducted under the exemption from registration as provided under Section 4(2) of the Securities Act of 1933 (and also qualified for exemption under 4(5), formerly 4(6) of the Securities Act of 1933, except as noted below). All of the shares issued were issued in transactions not involving a public offering, are considered to be restricted stock as defined in Rule 144 promulgated under the Securities Act of 1933 and stock certificates issued with respect thereto bear legends to that effect.

We have compensated consultants and service providers with restricted common stock during the development of our technology and when our capital resources were not adequate to provide payment in cash.

We had the following equity transactions during the year ended September 30, 2010:

During the quarter ended December 31, 2009, we issued 300,000 shares of common stock as annual grants for service on the Company's Board of Directors to directors (75,000 shares each to Yoshitami Arai, Dr. Masahiro Kawahata, Marco Hegyi and Jon Pepper), 100,000 shares of common stock to David Markowski for consulting services related to the potential acquisition of TransTech, and 300,000 shares to RATLab employees for the development of our technology (150,000 each to Dr. Tom Furness and Dr. Brian Schowengerdt) at \$0.07 per share.

On May 10, 2010, the Board of Directors issued to Mark Scott, our Chief Financial Officer, 1,000,000 shares of restricted common stock for his services as Chief Financial Officer. The shares were issued at the closing bid price of \$0.02 per share on May 7, 2010.

On May 10, 2010, the Board of Directors issued to Ron Erickson, our Chief Executive Officer or his designee, 2,000,000 shares of restricted common stock and granted options to purchase 3,000,000 shares at \$0.15 per share for his services as Chief Executive Officer. The restricted common stock was issued at the closing bid price of \$0.02 per share on May 7, 2010. The grant of options vested quarterly over two years and expires on May 6, 2020. This common stock issuance and the grant of options replace the 5,000,000 unissued shares previously approved by the Board of Directors on December 21, 2009.

On May 18, 2010, the Board of Directors issued 600,000 shares of restricted common stock to consultants for the conversion of liabilities or for services provided (150,000 to Lynn Felsing for administrative services, 100,000 Rick Rukowski for marketing services, 150,000 to Ross Melville, a RATLab employee for the development of our technology and 200,000 to Cognition Partners for marketing services). The parties valued the shares in this transaction at \$0.02 per share, the closing bid price of our common stock during negotiations.

On June 1, 2010, the Board of Directors issued 666,667 shares of restricted common stock to Lost Nation Capital LLC, a party affiliated with James Biagi, our corporate counsel, for the conversion of \$100,000 in accrued legal expenses at \$0.15 per share.

On June 8, 2010, the Board of Directors issued 3,000,000, 100,000 and 100,000 of restricted common stock of the Company to James Gingo, Jeffrey Kruse and Steve Waddle, executives of TransTech, respectively, as part of their compensation. These issuances were a part of the consideration for the acquisition by the Company of TransTech. The parties valued the shares in this transaction at \$0.02 per share, the closing bid price of the Company's common stock during negotiations. We closed the acquisition of TransTech on June 8, 2010.

On June 8, 2010, the Board of Directors issued 600,000 shares of restricted common stock of the Company to Paul Bonderson, a TransTech investor and a member of the Board, as a portion of the consideration for the acquisition by the Company of TransTech. The parties valued the shares in this transaction at \$0.02 per share, the closing bid price of the Company's common stock during negotiations. We closed the acquisition of TransTech on June 8, 2010.

On June 8, 2010, the Board of Directors issued 300,000 shares of restricted common stock of the Company to David Markowski for consulting services related to the acquisition of TransTech. The parties valued the shares in this transaction at \$0.02 per share, the closing bid price of the Company's common stock during negotiations.

On June 11, 2010, the Company issued a warrant for the purchase of 300,000 shares of common stock of the Company to the Sterling Fund for financial advisory services related to funding and acquisition activities. The warrant was valued at \$0.02 per share using the Black-Scholes-Merton option valuation model. The warrant expired on June 10, 2013 and was callable if registered and with five closing trading prices of the Company's common stock over \$0.50 per share.

We had the following equity transactions during the year ended September 30, 2011:

On November 17, 2010, we issued 20,000 shares of restricted shares of our common stock to Robert Jones for investor relation services. The shares were valued at \$0.24 per share, the closing price on November 17, 2010.

On December 23, 2010, we entered into a Securities Purchase Agreement or Agreement with Seaside Advisors LLC or Seaside pursuant to which Seaside agreed to purchase restricted shares of our common stock from time to time, provided that certain conditions are met. Under the terms of the Agreement, we agreed to sell and issue to Seaside each month for a 12-month period commencing on the closing date, restricted shares of our common stock at a price equal to the lower of (i) 60% of the average trading price of our common stock during the 10 trading days immediately preceding each monthly closing date, or (ii) 70% of the average trading price for the trading day immediately preceding each monthly closing date. Our agreement to sell shares each month during said 12 month period is subject to certain conditions and limitations. We paid Seaside's legal fees and expenses in the amount of \$25,000 for the initial closing, and agreed to pay \$2,500 for each subsequent closing.

As of September 30, 2011, we sold to Seaside 2,529,314 shares at a purchase price of \$0.302 per share, or an aggregate price of \$763,650. In addition, we issued warrants to brokers on the transaction for the purchase of 177,051 (John O'Brien, John Lane and Scott Ashbury) shares of common shares at the purchase price of \$0.302 per share.

On January 27, 2011, we issued 275,000 restricted shares of our common stock for service on the Company's Board of Directors to directors (50,000 shares each to Yoshitami Arai, Dr. Masahiro Kawahata, Marco Hegyi, Jon Pepper and Bradley Sparks and 25,000 to Paul Bonderson) for board services provided during 2010. The shares were valued at \$0.448 per share, the closing price for the thirty days prior to January 27, 2011.

On January 27, 2011, we entered into a Contract for corporate advisory services for investor relation activities with Core Consulting Group, Inc. Under the agreement dated December 6, 2010, we issued 381,500 of restricted shares of our common stock at \$0.45 per share, the closing price on December 6, 2010. On April 27, 2011, we issued an additional 381,500 of restricted shares of our common stock at \$0.45 per share, the closing price on December 6, 2010.

On January 27, 2011, Monahan & Biagi, PLLC, a party affiliated with James Biagi, our corporate counsel, converted \$136,726 of accrued legal bills into 341,815 shares of our common stock at \$0.40 per share, the closing price on January 22, 2011, the date of the conversion.

On February 14 and 17, 2011, Asher Enterprises, Inc. converted \$50,000 of convertible debentures into 173,378 shares of common stock at \$0.2884 per share.

On February 23, 2011, Dr. Masahiro Kawahata, a director converted \$90,906 of accrued expenses related to the development of our technology and the development of our Japanese market into 211,409 shares of the Company common stock at \$0.43 per share, the closing price on February 23, 2011, the date the conversion was requested.

On February 23, 2011, we issued a warrant for the purchase of 1,000,000 shares of our common stock to Coach Capital LLC for financial advisory services. The warrant was issued at \$0.25 per share. The warrant expires February 22, 2014 and is callable if registered and with five closing trading prices of the Company's common stock over \$0.75 per share.

On February 23, 2011, we issued a warrant for the purchase of 500,000 shares of our common stock to the Sterling Group for financial advisory services related to funding and acquisition activities. The warrant was issued at \$0.50 per share. The warrant expires February 22, 2014 and is callable if registered and with five closing trading prices of our common stock over \$0.75 per share.

On April 1, 2011, Coach Capital LLC converted \$250,000 and interest of \$28,758 into 1,858,387 shares of common stock at \$0.15 per share.

On April 1, 2011, we entered into a Consulting Agreement with Cerillion N4 Partners for grant writing consulting. Under the agreement, we issued 4,000 shares at \$0.52 per share, the price on March 31, 2011.

On April 1, 2011, we entered into an Agreement with InvestorIdeas.com for investor relation services . Under the agreement, we issued 57,692 shares at \$0.52 per share, the price on March 31, 2011.

On April 1, 2011, we entered into an Agreement with National Securities Corporation for investment banking services . Under the agreement, we issued 60,000 shares at \$0.52 per share, the price on March 31, 2011.

On April 1, 2011, we entered into an Agreement with Aquiline Group, Inc. for investor relation services . Under the agreement, we issued 75,000 shares at \$0.52 per share, the price on March 31, 2011.

On May 31, 2011, Coach Capital LLC or Coach exercised its warrant described below and were issued 833,333 shares of common stock. On December 7, 2009, the Company closed \$250,000 of financing from Coach pursuant to a Convertible Promissory Note and received warrants to purchase 833,333 shares of our common stock at \$0.15 per share .

On May 18, 2011, we entered into an Agreement with Lance Gima for the development of forensic applications for our technology. Under the agreement, we issued 10,000 shares at 0.52 per share.

On May 20, 24 and 26, 2011, Asher Enterprises, Inc . converted \$50,000 of convertible debentures into 296,130 shares of common stock at \$0.169 per share.

On June 7, 2011, we closed the acquisition of all Visualant related assets of the RATLab LLC by issuing 1,000,000 of our common stock valued at \$0.20 per share, the price during the negotiation of this agreement.

On June 17, 2011, we entered into a Securities Purchase Agreement with Ascendant Capital Partners LLC or Ascendant , pursuant to which Ascendant agreed to purchase up to \$3,000,000 worth of shares of our common stock from time to time over a 24-month period, provided that certain conditions are met. The financing arrangement entered into by the Company and Ascendant is commonly referred to as an “equity line of credit” or an “equity drawdown facility.”

As of September 30, 2011, we issued to Ascendant 774,599 shares for \$66,991 or \$.086 per share under the Securities Purchase Agreement dated June 17, 2011. In addition, we issued to Ascendant during 2011 a total of 1,490,943 shares for \$193,370 or \$.131 per share under the Securities Purchase Agreement for commitment and legal fees.

On June 17, 2011, we extended our April 1, 2011 Agreement with Aquiline Group, Inc. for investor relation services . Under the agreement, we issued 25,000 shares at \$0.52 per share, the price on March 31, 2011.

On July 14, 17 and 20, 2011, Asher Enterprises, Inc . converted \$50,000 into 491,506 shares of common stock at \$.102 per share.

We had the following equity transactions during the year ended September 30, 2012:

On October 5, 2011, we entered into a Financial Consultant Agreement or Agreement with D. Weckstein and Co, Inc. (“Weckstein”) for financial consulting and investment banking services . The Agreement expires July 31, 2016. Under the Agreement, Weckstein was awarded 1,000,000 shares of our common stock on November 7, 2011. The shares were valued at \$0.07 per share, the closing price on November 7, 2011. In addition, we paid \$10,000 to Weckstein.

On December 15, 2011, we issued 100,000 shares of restricted common stock to Todd Weaver for product development work. The shares were valued at \$0.12 per share, the closing price on November 29, 2011, and do not have registration rights.

On February 7, 2012, we issued 1,000,000 restricted shares to Coventry Capital LLC related to an Advisory Agreement for financial advisory services . The shares were valued at \$.10 per share.

On February 24, 2012, we issued 400,000 shares of common stock to five directors ( 100,000 shares for Yoshitami Arai and Dr. Masahiro Kawahata, 75,000 shares for Jon Pepper and Paul Bonderson and 50,000 shares for Bradley Sparks) for services provided on the Board of Directors of the Company during 2011. The shares were issued under the 2011 Stock Incentive Plan.

On April 1, 2011, we entered into an Investor Banking Agreement with National Securities Corporation for investment banking services . On March 12, 2012, we issued warrants for up to 204,000, 366,000 and 30,000 shares of common stock to National Securities Corporation, Steven Freifeld and Vince Calicchia, respectively. The warrants are exercisable at \$.10 per share and expire March 11, 2015.

On May 16, 2012, we issued 150,000 shares of restricted common stock to Manna Advisory Services, LLC for investor relation services . The shares were valued at \$0.10 per share. The shares do not have registration rights.

On May 31, 2012, we executed a Stock Purchase Agreement with SPP whereby SPP invested \$2,250,000 in exchange for 17,307,693 shares of restricted common shares priced at \$0.13 per share that was funded on June 21, 2012. The shares do not have registration rights.

On July 31, 2012, we closed the acquisition of the environmental field of use for our SPM technology from Javelin LLC or Javelin. The Company acquired the Visualant related assets of Javelin for (i) 1,250,000 shares of our common stock at closing valued at thirteen (\$0.13) per share, the price during the negotiation of this agreement; and (ii) \$100,000, with \$20,000 payable at closing and \$80,000 to be paid in four equal installments over a period of eight months (paid).

On September 6, 2012, we signed a Settlement and Release Agreement or Sparks Agreement with Mr. Sparks, the former CEO and Director and a cousin of Ronald Erickson. The Sparks Agreement required (i) payment of \$50,750 (paid) and issuance of 513,696 shares of our common stock for full payment on a note and related accrued interest of \$66,780; (ii) payment of \$39,635 to Mr. Sparks for a note, accrued interest and other liabilities (paid); and (iii) issuance of 4,000,000 restricted shares of our common stock to Mr. Spark for unpaid compensation in the amount of \$721,333. The above is full settlement of all outstanding liabilities due to Mr. Sparks.

On September 18, 2012, we issued 500,000 shares of restricted common stock to NVPR, LLC for public relation services. The shares were valued at \$0.13 per share. The shares do not have registration rights.

On September 28, 2012 we issued 250,000 shares of restricted common stock to Clayton McMeekin for investor relation services. The shares were valued at \$0.13 per share. The shares do not have registration rights.

As of September 30, 2012, 7,036,975 shares of our common stock have been issued to Gemini upon conversion of \$300,000 of the convertible debentures and interest of \$20,780 at an average of \$0.05 per share.

As of September 30, 2012, 3,373,425 shares of our common stock have been issued to Ascendant upon conversion of \$150,000 of the convertible debentures and interest of \$18,671 at an average of \$0.05 per share.

On June 17, 2011, we entered into a Securities Purchase Agreement with Ascendant Capital Partners LLC or Ascendant, pursuant to which Ascendant agreed to purchase up to \$3,000,000 worth of shares of our common stock from time to time over a 24-month period, provided that certain conditions are met. The financing arrangement entered into by the Company and Ascendant is commonly referred to as an "equity line of credit" or an "equity drawdown facility."

As of September 30, 2012, we issued to Ascendant 5,365,884 shares for \$383,141 or \$0.071 per share under the Securities Purchase Agreement dated June 17, 2011. In addition, the Company issued to Ascendant during 2011 a total of 1,490,943 shares for \$193,370 or \$0.131 per share under the Securities Purchase Agreement for commitment and legal fees.

The Company had the following equity transactions during the period from October 1, 2012 through August 16, 2013:

On October 8, 2012, Ascendant converted \$50,000 of principal and interest of \$6,959 into 1,139,178 shares of common stock at \$.050 per share under the Securities Purchase Agreement dated May 19, 2011. A notice filing under Regulation D was filed with the SEC in October 10, 2012.

On June 17, 2011, we entered into a Securities Purchase Agreement with Ascendant Capital Partners LLC or Ascendant, pursuant to which Ascendant agreed to purchase up to \$3,000,000 worth of shares of our common stock from time to time over a 24-month period, provided that certain conditions are met. The financing arrangement entered into by the Company and Ascendant is commonly referred to as an "equity line of credit" or an "equity drawdown facility."

As of September 30, 2012, we issued to Ascendant 6,358,933 shares for \$483,141 or \$0.076 per share under the Securities Purchase Agreement dated June 17, 2011. In addition, the Company issued to Ascendant during 2011 a total of 1,490,943 shares for \$193,370 or \$0.131 per share under the Securities Purchase Agreement for commitment and legal fees.

On October 26, 2012 we issued 150,000 shares of restricted common stock to Manna Advisory Services, LLC for investor relation services. The shares were valued at \$0.13 per share. We expensed \$19,500 during the nine months ended June 30, 2013. The shares do not have registration rights. A notice filing under Regulation D was filed with the SEC in October 30, 2012.

On November 28, 2012, Ascendant converted \$50,000 of principal and interest of \$7,644 into 1,152,877 shares of common stock at \$.050 per share under the Securities Purchase Agreement dated May 19, 2011. A notice filing under Regulation D was filed with the SEC in November 29, 2012.

On January 24, 2013, Gemini converted \$300,000 of principal and \$50,630 of accrued interest into 7,012,603 shares of common stock at \$.050 per share under the Securities Purchase Agreement dated May 19, 2011. A notice filing under Regulation D was filed with the SEC on January 29, 2013.

On January 24, 2013, Ascendant converted \$50,000 of principal and \$8,438 of accrued interest into 1,168,767 shares of common stock at \$.050 per share under the Securities Purchase Agreement dated May 19, 2011. A notice filing under Regulation D was filed with the SEC on January 29, 2013.

On January 28, 2013, Gemini converted \$300,000 of principal and \$50,959 of accrued interest into 7,019,178 shares of common stock at \$.050 per share under the Securities Purchase Agreement dated May 19, 2011. A notice filing under Regulation D was filed with the SEC on January 30, 2013.

On February 11, 2013, we entered into a Consulting Services Agreement with Integrated Consulting Services for strategic advice on our product roadmap. We issued a warrant for the purchase of 250,000 shares of our common stock. The warrants are exercisable at \$.10 per share and expire February 10, 2016. We valued the warrant at \$.10 per share and expensed \$25,000 during the nine months ended June 30, 2013. Pursuant to the Consulting Services Agreement, we agreed to issue an additional warrant for the purchase of 250,000 shares of our common stock on August 12, 2013.

On February 13, 2013, we issued 150,000 shares of restricted common stock to Manna Advisory Services, LLC, for investor relation services. The shares were valued at \$.10 per share. We expensed \$15,000 during the six months ended March 31, 2013. The shares do not have registration rights. A notice filing under Regulation D was filed with the SEC on February 15, 2013.

On February 13, 2013, we issued 150,000 shares of restricted common stock to David Markowski for services related to the acquisition of TransTech. The shares were valued at \$.10 per share. We expensed \$15,000 during the nine months ended June 30, 2013. The shares do not have registration rights. A notice filing under Regulation D was filed with the SEC on February 15, 2013.

On February 13, 2013, we issued 2,000,000 shares of restricted common stock to two employees (1,200,000 shares for Ronald Erickson our Chief Executive Officer and 200,000 for Mark Scott, our Chief Financial Officer) and two directors (400,000 shares for Marco Hegyi and 200,000 shares for Jon Pepper) for services during 2012. The shares were valued at \$.10 per share. We expensed \$200,000 during the nine months ended June 30, 2013. The shares do not have registration rights. A notice filing under Regulation D was filed with the SEC in February 15, 2013.

On March 1, 2013, we issued 50,000 shares of restricted common stock to Manna Advisory Services, LLC, for investor relation services. The shares were valued at \$.10 per share. We expensed \$5,000 during the nine months ended June 30, 2013. The shares do not have registration rights. A notice filing under Regulation D was filed with the SEC in April 4, 2013.

On April 26, 2013, Ascendant was issued a total of 4,565,068 shares of common stock as a result of Ascendant's cashless exercise of a warrant. On January 23, 2013, we agreed to repurchase the Ascendant Warrant for a purchase price of \$300,000, payment of which was due by March 31, 2013; however, we did not complete that purchase, thereby enabling Ascendant to exercise the Ascendant Warrant on April 26, 2013. A notice filing under Regulation D was filed with the SEC May 3, 2013.

We entered into an Option Agreement with Ascendant dated April 26, 2013, pursuant to which we had the option to purchase from Ascendant 4,000,000 shares of our common stock (the "Option Shares") for an aggregate purchase price of \$300,000. On May 31, 2013, the Company exercised its option to purchase the 4,000,000 Option Shares from Ascendant and paid to Ascendant the \$300,000 purchase price. To date, Ascendant has returned 2,284,525 of the 4,000,000 Option Shares and has failed to deliver the remaining 1,715,475 Option Shares. On June 17, 2013, we filed a complaint (the "Complaint") against Ascendant Capital Partners, LLC ("Ascendant") in the Orange County Superior Court of California (Case No. 30-2013-00656770-CU-BC-CJC) for breach of contract, seeking damages, specific performance and injunctive relief against Ascendant. In its Complaint, we allege that Ascendant breached its obligations under the Option Agreement by delivering to us only 2,284,525 of the 4,000,000 Option Shares and failing to deliver the remaining 1,715,475 Option Shares. The Company has filed a motion for preliminary injunction with the California Superior Court (the "Motion"), seeking preliminary injunctive relief requiring Ascendant to transfer the remaining 1,715,475 Option Shares to Visualant or, in the alternative, enjoining Ascendant from transferring, selling, or otherwise encumbering the Option Shares. The Complaint is currently being reviewed by the California Superior Court.

On April 30, 2013, we issued 120,000 shares of restricted common stock to David Markowski for services related to the acquisition of TransTech. The shares were valued at \$.10 per share. We expensed \$12,000 during the nine months ended June 30, 2013. The shares do not have registration rights. A notice filing under Regulation D was filed with the SEC May 16, 2013.

On June 10, 2013, we entered into a Purchase Agreement, Warrants, Registration Rights Agreement and Voting Agreement or the Transaction with Special Situations and forty other accredited investors pursuant to which we issued 52,300,000 shares of common stock at \$.10 per share for a total of \$5,230,000, which amount includes the conversion of \$500,000 in outstanding debt of the Company owed to one of its officers. As part of the Transaction which closed June 14, 2013, we issued to the Investors (i) five year Series A Warrants to purchase a total of 52,300,000 shares of common stock at \$.15 per share; and (ii) five year Series B Warrants to purchase a total of 52,300,000 shares of common stock at \$.20 per share. Since we currently have an insufficient number of authorized shares of common stock to permit the exercise of all of the Warrants, the Warrants were issued subject to authorization and approval of an increase in the number of authorized shares of the Company by its stockholders at a special meeting of the stockholders to be held in August 2013. At a special meeting of shareholders held on August 9, 2013, our stockholders approved of an increase in the authorized shares from 200,000,000 to 500,000,000 and thereafter to amend the articles of the Company to reflect this change in share authorization. A notice filing under Regulation D was filed with the SEC June 18, 2013.

We also issued 5,230,000 placement agent warrants exercisable at \$0.10 per share GVC Capital, with an obligation to issue up to 5,230,000 additional placement agent warrants exercisable at \$0.15 per share. The \$0.15 placement agent warrants shall issue only upon the exercise of the Series A Warrants by the Investors, and are issuable ratably based upon the number of Warrants exercised by the Investors. The placement agent warrants have a term of five years from the date of closing of the Transaction.

#### Item 16. Exhibits

See the Exhibit Index immediately below the signature page to this Registration Statement.

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b), if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(i) If the registrant is relying on Rule 430B:

(A) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(B) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. *Provided, however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date; or

(ii) If the registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. *Provided, however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities: The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

- (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
- (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
- (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
- (iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that, in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.



## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Seattle, State of Washington, on August 16, 2013.

### VISUALANT, INC.

By: /s/ Ronald P. Erickson  
Ronald P. Erickson  
Chief Executive Officer and President

Each person whose signature appears below hereby constitutes and appoints Ronald P. Erickson or Mark Scott, his true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments (including, without limitation, post-effective amendments) to this registration statement and any subsequent registration statement filed by the registrant pursuant to Rule 462 (b) of the Securities Act of 1933, as amended, which relates to this registration statement, and to file the same, with all exhibits thereto, and all documents in connection herewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or his or their substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney has been signed on this 16th day of August, 2013 by the persons and in the capacities indicated below.

SIGNATURES	TITLE	DATE
<u>/s/ Ronald P. Erickson</u> Ronald P. Erickson	Chief Executive Officer, President and Director (Principal Executive Officer)	August 16, 2013
<u>/s/ Mark Scott</u> Mark Scott	Chief Financial Officer and Secretary (Principal Financial/Accounting Officer)	August 16, 2013
<u>/s/ Marco Hegyi</u> Marco Hegyi	Chairman of the Board, Independent Director	August 16, 2013
<u>/s/ Jon Pepper</u> Jon Pepper	Independent Director	August 16, 2013
<u>/s/ Ichiro Takesako</u> Ichiro Takesako	Management Director	August 16, 2013

NO.	EXHIBIT DESCRIPTION
3.1	Amended and Restated Bylaws. Filed as an exhibit to the Company's Form 8-K dated August 10, 2012 and filed with the SEC on August 17, 2012, and incorporated by reference.
3.2	Amended and Restated Articles of Incorporation. Filed as an exhibit to the Company's Form 8-K dated August 12, 2013 and filed with the SEC on August 14, 2013, and incorporated by reference.
4.1	Visualant, Inc. 2011 Stock Incentive Plan filed as an exhibit to the Company's Definitive Proxy Statement on Schedule 14A filed on January 31, 2011, File No. 000-30262-11560322, and incorporated herein by reference.
5.1	Opinion of Fifth Avenue Law Group, PLLC filed herewith.

- 10.1 Stock Purchase Agreement dated June 8, 2010 by and between Visualant, Inc. and TransTech Systems, Inc. Filed as an Exhibit Form 10-Q filed on August 12, 2010, and incorporated herein by reference.
- 10.2 Promissory Note dated June 8, 2010 by and between Visualant, Inc. and James M. Gingo. Filed as an Exhibit to Form 10-Q filed on August 12, 2010, and incorporated herein by reference.
- 10.3 Stock Pledge Agreement dated June 8, 2010 by and between Visualant, Inc., James M. Gingo and Brownstein, Rask, Sweeney, Kerr, Grim, Grim, DeSylvia and Hay, LLP. Filed as an Exhibit to Form 10-Q filed on August 12, 2010, and incorporated by reference.
- 10.4 Security Agreement dated June 8, 2010 by TransTech Systems, Inc. Filed herewith. Filed as an Exhibit to Form 10-Q filed on August 12, 2010, and incorporated by reference.
- 10.5 Employment Agreement dated June 8, 2010 by and between Visualant, Inc. and James Gingo. Filed as an to Form 10-Q filed on August 12, 2010, and incorporated by reference.
- 10.6 Securities Purchase Agreement dated December 23, 2010 by and between Visualant, Inc. and Seaside 88 Advisors LLC. Filed as an Exhibit to the Company's Form 10-Q dated December 31, 2010 and filed on February 11, 2011, and incorporated by reference.
- 10.7 Amendment 2 to Securities Purchase Agreement by and between Visualant, Inc. and Seaside 88 Advisors, LLC. Filed as an Exhibit to the Company's Form 8-K dated April 22, 2011 and filed with the SEC on April 27, 2011, and incorporated by reference.
- 10.8 Securities Purchase Agreement dated May 19, 2011 by and between Visualant, Inc. and Gemini Master Fund Ltd and Ascendant Capital Partners, LLC. Filed as an Exhibit to the Company's Registration Statement on Form S-1 dated and filed June 28, 2011, and incorporated by reference.
- 10.9 Registration Rights Agreement dated May 19, 2011 by and between Visualant, Inc. and Gemini Master Fund Ltd and Ascendant Capital Partners, LLC. Filed as an Exhibit to the Company's Registration Statement on Form S-1 dated and filed June 28, 2011, and incorporated by reference.
- 10.10 Convertible Debenture dated May 19, 2011 by and between Visualant, Inc. and Gemini Master Fund Ltd. Filed as an Exhibit to the Company's Registration Statement on Form S-1 dated and filed June 28, 2011, and incorporated by reference.
- 10.11 Convertible Debenture dated May 19, 2011 by and between Visualant, Inc. and Ascendant Capital Partners, LLC. Filed as an Exhibit to the Company's Registration Statement on Form S-1 dated and filed June 28, 2011, and incorporated by reference.
- 10.12 Warrant dated May 19, 2011 by and between Visualant, Inc. and Gemini Master Fund Ltd. Filed as an Exhibit to the Company's Registration Statement on Form S-1 dated and filed June 28, 2011, and incorporated by reference.
- 10.13 Warrant dated May 19, 2011 by and between Visualant, Inc. and Ascendant Capital Partners, LLC. Filed as an Exhibit to the Company's Registration Statement on Form S-1 dated and filed June 28, 2011, and incorporated by reference.
- 10.14 Warrant dated May 19, 2011 by and between Visualant, Inc. and Ascendant Capital Markets LLC. Filed as an Exhibit to the Company's Registration Statement on Form S-1 dated and filed June 28, 2011, and incorporated by reference.
- 10.15 Asset Purchase Agreement dated June 7, 2011 by and between Visualant, Inc. and the RATLab LLC and filed as an Exhibit to the company's Form 8-K with the SEC on June 10, 2011, and incorporated by reference.
- 10.16 Securities Purchase Agreement dated June 17, 2011 by and between Visualant, Inc. and Ascendant Capital Partners, LLC. Filed as an Exhibit to the Company's Registration Statement on Form S-1 dated and filed June 28, 2011, and incorporated by reference.
- 10.17 Registration Rights Agreement dated June 17, 2011 by and between Visualant, Inc. and Ascendant Capital Partners, LLC. Filed as an Exhibit to the Company's Registration Statement on Form S-1 dated and filed June 28, 2011, and incorporated by reference.
- 10.18 Financial Consulting Agreement effective October 5, 2011 by and between Visualant, Inc. and D. Weckstein & Co. Inc. Filed herewith.

- 10.19 Advisory Agreement dated February 7, 2012 by and between Visualant, Inc. and Coventry Capital LLC. Filed as an Exhibit to the Company's Registration Statement on Form S-1 dated April 2, 2012 and filed with the SEC on April 3, 2012, and incorporated by reference.
- 10.20 Extension Agreement dated March 12, 2012 by and between Visualant, Inc. and Gemini Master Fund Ltd and Ascendant Capital Partners, LLC. Filed as an Exhibit to the Company's Registration Statement on Form S-1 dated April 2, 2012 and filed with the SEC on April 3, 2012, and incorporated by reference.
- 10.21 Warrant dated March 12, 2012 by and between Visualant, Inc. and National Securities Corporation. Filed herewith April 2, 2012 Filed as an Exhibit to the Company's Registration Statement on Form S-1 dated April 2, 2012 and filed with the SEC on April 3, 2012, and incorporated by reference.
- 10.22 Warrant dated March 12, 2012 by and between Visualant, Inc. and Steven Freifeld. Filed as an Exhibit to the Company's Registration Statement on Form S-1 dated April 2, 2012 and filed with the SEC on April 3, 2012, and incorporated by reference.
- 10.23 License Agreement dated May 31, 2012 by and between Visualant, Inc. and Sumitomo Precision Products Co., Ltd. Filed as an exhibit to the Company's Form 8-K dated May 31, 2012 and filed with the SEC on June 4, 2012, and incorporated by reference.
- 10.24 Joint Research and Product Development Agreement dated May 31, 2012 by and between Visualant, Inc. and Sumitomo Precision Products Co., Ltd. Filed as an exhibit to the Company's Form 8-K dated May 31, 2012 and filed with the SEC on June 4, 2012, and incorporated by reference.
- 10.25 Stock Purchase Agreement dated May 31, 2012 by and between Visualant, Inc. and Sumitomo Precision Products Co., Ltd. Filed as an exhibit to the Company's Form 8-K dated May 31, 2012 and filed with the SEC on June 4, 2012, and incorporated by reference.
- 10.26 Asset Purchase Agreement dated July 31, 2012 by and between Visualant, Inc. and the Javelin LLC and filed with the SEC on August 22, 2012, and incorporated by reference.
- 10.27 Warrant Purchase Agreement dated January 23, 2013 by and between Visualant, Inc. and Ascendant Capital Partners LLC. Filed as an exhibit to the Company's Form 8-K dated January 30, 2013 and filed with the SEC on January 30, 2013, and incorporated by reference.
- 10.28 Amendment to Warrant Purchase Agreement dated January 23, 2013 by and between Visualant, Inc. and Gemini Master Fund Ltd. Filed as an exhibit to the Company's Form 8-K dated January 30, 2013 and filed with the SEC on January 30, 2013, and incorporated by reference.
- 10.29 AIR Termination Agreement dated January 23, 2013 by and between Visualant, Inc. and Gemini Master Fund Ltd. Filed as an exhibit to the Company's Form 8-K dated January 30, 2013 and filed with the SEC on January 30, 2013, and incorporated by reference.
- 10.30 \$850,000 Term Note of Visualant, Inc. dated January 23, 2013. Filed as an exhibit to the Company's Form 8-K dated January 30, 2013 and filed with the SEC on January 30, 2013, and incorporated by reference.
- 10.31 Amendment to Joint Research and Product Development Agreement dated March 29, 2013 by and between Visualant, Inc. and Sumitomo Precision Products Co., Ltd. Filed as an exhibit to the Company's Form 8-K dated March 29, 2013 and filed with the SEC on April 4, 2013, and incorporated by reference.
- 10.32 Option Agreement dated April 26, 2013 by and between Visualant, Inc. and Ascendant Capital Partners LLC. Filed as an exhibit to the Company's Form 8-K dated April 26, 2013 and filed with the SEC on May 1, 2013, and incorporated by reference.
- 10.33 Form of Purchase Agreement by and between Visualant, Inc. and investors. Filed as an exhibit to the Company's Form 8-K dated June 14, 2013 and filed with the SEC on June 18, 2013, and incorporated by reference.
- 10.34 Form of Warrant by and between Visualant, Inc. and investors. Filed as an exhibit to the Company's Form 8-K dated June 14, 2013 and filed with the SEC on June 18, 2013, and incorporated by reference.
- 10.35 Form of Registration Rights Agreement by and between Visualant, Inc. and investors. Filed as an exhibit to the Company's Form 8-K dated June 14, 2013 and filed with the SEC on June 18, 2013, and incorporated by reference.

10.36	Form of Voting Agreement by and between Visualant, Inc. and investors. Filed as an exhibit to the Company's Form 8-K dated June 14, 2013 and filed with the SEC on June 18, 2013, and incorporated by reference.
10.37	Amendment No. 1 to Lease dated June 14, 2013 by and between Visualant, Inc. and Logan Building LLC. Filed herewith.
10.38	Amendment to Lease dated March 3, 2006 by and between TransTech Systems, Inc. and Little Properties LLC. Filed herewith.
10.39	Settlement and Release Agreement dated September 6, 2012 by and between Visualant, Inc. and Bradley E. Sparks. Filed as an Exhibit to the Company's Form 8K filed with the SEC on September 11, 2012, and incorporated by reference.
10.40	Demand Promissory Note dated May 31, 2013 by and between Visualant, Inc. and J3E2A2Z LP, an entity affiliated with Ronald P. Erickson, our Chief Executive Officer. Filed herewith.
14.1	Code of Conduct and Ethics dated November 30, 2012. Filed as an exhibit to the Company's Form 8-K dated December 28, 2012 and filed with the SEC on January 3, 2013, and incorporated by reference.
21.1	Subsidiaries of the Registrant. Filed as an exhibit to the Company's Form 10-K dated September 30, 2012 and filed with the SEC on November 13, 2012, and incorporated by reference.
23.1	Consent of PMB Helin Donovan, LLP. Filed herewith.
23.2	Consent of Madsen & Associates CPA's, Inc. Filed herewith.
24.1	Power of Attorney (included on the signature page of this registration statement).
99.1	Audit Committee Charter dated November 30, 2012. Filed as an exhibit to the Company's Form 8-K dated December 28, 2012 and filed with the SEC on January 3, 2013, and incorporated by reference.
99.2	Compensation Committee Charter dated November 30, 2012. Filed as an exhibit to the Company's Form 8-K dated December 28, 2012 and filed with the SEC on January 3, 2013, and incorporated by reference.
99.3	Nominations and Governance Committee Charter dated November 30, 2012. Filed as an exhibit to the Company's Form 8-K dated December 28, 2012 and filed with the SEC on January 3, 2013, and incorporated by reference.



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August 16, 2013

Visualant, Inc.  
500 Union Street, Suite 420  
Seattle, WA 98101

RE: Registration Statement on Form S-1

Gentlemen:

We have acted as counsel to Visualant, Inc. (the "Company") in connection with the Registration Statement on Form S-1, File No. 333-189788, filed with the U.S. Securities and Exchange Commission (the "Commission") on July 3, 2013 and amended on August 16, 2013 (the "Registration Statement") covering: (a) 52,300,000 shares of common stock issued to Special Situations Technology Funds, L.P. and forty other accredited investors (collectively, the "Investors") pursuant to a private placement undertaken by the Company, which offering closed on June 14, 2013; and (b) 18,000,000 shares of common stock issuable upon exercise of a portion of the five year warrants to purchase shares of common stock at \$0.15 per share (the "Series A Warrants"), which were issued as part of the aforesaid private placement. All 70,300,000 of the aforesaid shares of common stock (collectively, the "Shares") are being registered in connection with the proposed sale of the Shares by the Investors (the "Selling Stockholders") listed in the Registration Statement.

In connection with this opinion, we have assumed that the Shares that are issuable upon exercise of the Series A Warrants will be issued in the manner described in the Registration Statement and the prospectus relating thereto.

In connection with this opinion we have reviewed the proceedings of the Board of Directors of the Company relating to the registration and issuance of the Shares, the Company's Amended and Restated Articles of Incorporation dated March 21, 2013 as filed with the Nevada Secretary of State on April 30, 2013, the amendment to the Company's Articles of Incorporation as filed with the Nevada Secretary of State on August 12, 2013, the Bylaws of the Company and all amendments thereto, and such other documents and matters as we have deemed necessary as a basis for this opinion.

Based upon the foregoing, we are of the opinion that:

- (a) The 52,300,000 Shares issued to the Investors in the private placement are duly authorized, validly issued, fully paid and nonassessable; and
- (b) The remaining 18,000,000 Shares, when issued upon exercise of the Company's Series A Warrants granted to the Investors, will be legally issued, fully paid, and nonassessable.

We do not find it necessary for the purposes of this opinion to cover, and accordingly we express no opinion as to, the application of the securities or blue sky laws of the various states as to the issuance and sale of the Shares.

We consent to the use of this opinion as an exhibit to the Registration Statement filed with the Commission in connection with the registration of the Shares and to the reference to our firm in the Registration Statement.

Very truly yours,

/s/ Fifth Avenue Law Group, PLLC

Fifth Avenue Law Group, PLLC

D. WECKSTEIN & Co., INC.  
230 PARK AVENUE, SUITE 1510  
NEW YORK, NEW YORK 10169

FAX 212 986-8503

(212) 888-3422

(800) 366-1250

TRADING@MAX\*KATLIN.COM

August 5, 2011

Visualant, Inc.  
500 Union Street, Suite 406  
Seattle, WA 98101  
Attn: Mr. Ron Erickson

Gentlemen:

This will confirm and constitute our agreement, whereby Visualant, Inc. (VSUL) (the company) employs us as a financial consultant and investment banker in seeking to obtain equity or debt financing through public or private offering of debt or equity securities and in seeking mergers and acquisition candidates.

As compensation for our services under this agreement, D. Weckstein & Co., Inc. ("we", "us" "our"), shall receive Ten Thousand US Dollars (US\$10,000.00) payable upon execution of this agreement and One Million (1,000,000) investment shares in Visualant, Inc. (VSUL) common shares.

As part of our services we will also provide you with strategic planning to help the Company meet its short-term objectives, including, but not limited to, strategic planning, meeting in our offices between our principals and representatives of the Company as requested.

You further agree that if in connection with financial transaction in which the Company may be involved, such as mergers, acquisitions, joint ventures, debt or lease placements and similar or other on balance or off-balance sheet corporate finance transactions, where we shall first introduce to the Company to any other party or entity and that as a result of such introduction a transaction between such party or entity and the Company is consummated ("a consummated transaction"), then the Company shall pay us a fee of 10% (ten percent) of the consideration paid to the Company or the value of the consummated transaction, in cash, upon the closing of the consummated transaction, irregardless of whether the consideration to the Company is received on current basis or in installments. By way of example, if the consummated transaction involved securities of the acquiring entity (whether securities of the Company, if the Company is the acquiring party or securities of another entity if the Company is the selling party) having a value of \$5,000,000.00, the consideration paid us in cash at the closing shall be \$500,000.00. Where we have introduced a party to the Company and a transaction is consummated within three years of such introduction, it shall be presumed, for purposes of this agreement that the transaction resulted from our introduction.

This agreement shall remain in effect through July 31, 2016.

Notwithstanding anything herein to the contrary, if you shall, at any time prior to one year following the termination of this agreement conclude a consummated transaction with a party introduced by us to you during the term of this agreement, you shall pay us the fees set forth in the preceding paragraph.

If the foregoing letter meets with your approval and correctly states our agreement, kindly so signify by signing a copy of this letter where indicated below and returning it to me.

Very truly yours,

D. Weckstein &amp; Co., Inc.

By: /s/ Donald E. Weckstein

Donald E. Weckstein, President

ACCEPTED AND AGREED TO:

Visualant, Inc.

/s/ Ron Erickson

Ron Erickson, CEO

**AMENDMENT NO. 1 TO LEASE**

This AMENDMENT NO. 1 TO LEASE (this "Amendment") is made this 14th day of June, 2013, by and between Logan Building LLC, a Delaware limited liability company ("Landlord»), and Visualant, Inc., a Washington corporation ("Tenant").

## RECITALS:

A. Landlord and Tenant are parties to that certain Lease dated July 11, 2012 (the "Lease"). Pursuant to the Lease, Landlord has leased to Tenant Suite 420 {the "Premises") located on the 4th floor of the building commonly known as the Logan Building located at 500 Union Street, Seattle, Washington (the "Building"). Landlord and Tenant desire to expand the Premises by adding Suite 450 located on the 4th floor of the Building.

B. Landlord and Tenant also desire to make certain other changes to the Lease.

NOW, THEREFORE, in consideration of the above recitals which by this reference are incorporated herein, the mutual covenants and conditions contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Expansion of Premises. As of July 1, 2013 (the "Effective Date"), the Premises shall be expanded by adding Suite 450 {the "Expansion Space") located on the 4th floor of the Building to the Premises. From and after the Effective Date the Premises shall consist of Suite 420 and Suite 450. Landlord and Tenant stipulate and agree that the Expansion Space contains 994 rentable square feet of space.

2. Rent. As of the Effective Date, the schedule of Base Rent payable with respect to the Premises during the period commencing on the Effective Date and ending on the August 31, 2014, is the following:

## Original Premises

Period	Monthly Base Rent
July 1, 2013 -August 31, 2013	\$ 1,943.50
September 1, 2013 -August 31,2014	\$ 2,028.00

## Expansion Space

Period	Monthly Base Rent
July 1, 2013 - June 30, 2014	\$ 2,029.42
July 1, 2014-August 31, 2014	\$ 2,112.25

Entire (combined) Premises

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Period	Monthlv Base Rent
July 1, 2013 -August 31, 2014	\$ 3,972.92
September 1, 2013 - May 31, 2014	\$ 4,057.42
July 1, 2014 -August 31, 2014	\$ 4,140.25

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All such Monthly Base Rent shall be payable by Tenant in accordance with the terms of the Lease, as amended.

3. Security Deposit. Landlord shall continue to hold the existing Security Deposit.

4. Tenants Share. During the period commencing on the Effective Date and ending on the August 31, 2014, Tenant's Share is 1.76%.

5. Condition of Premises. Tenant accepts the Premises in their "AS IS" condition, except only that Landlord, at its cost, shall steam clean the existing carpet in the Expansion Space.

6. Relocation; Redevelopment. Except to the extent expressly limited herein, Landlord reserves full rights to control the Property (which rights may be exercised without subjecting Landlord to claims for constructive eviction, abatement of Rent, damages or other claims of any kind), including more particularly , but without limitation, the following rights:

(a) New Premises. To substitute for the Premises other premises (herein referred to as the "new premises") in the Building, provided: (i) the new premises shall be similar to the Premises in size (up to 10% larger or smaller with the Rent and any other rights and obligations of the parties based on the square footage of the Premises adjusted proportionately to reflect any decrease) , (ii) Landlord shall provide the new premises in a condition substantially comparable to the Premises at the time of the substitution (and Tenant shall diligently cooperate in the preparation or approval of any plans or specifications for the new premises as requested by Landlord or Landlord's representatives), (iii) the parties shall execute an appropriate amendment to the Lease confirming the change within thirty (30) days after Landlord requests, and (iv) if Tenant shall already have taken possession of the Premises: (a) Landlord shall pay the direct, out of pocket, reasonable expenses of Tenant in moving from the Premises to the new premises, and (b) Landlord shall give Tenant at least thirty (30) days' notice before making such change, and such move shall be made during evenings, weekends , or otherwise so as to incur the least inconvenience to Tenant. Tenant shall surrender and vacate the Premises on the date required in Landlord's notice of substitution, in the condition and as required under Section 22, and any failure to do so shall be subject to Section 23.

(b) Redevelopment. To cancel this Lease at any time by giving Tenant at least twelve (12) months' prior written notice from the first day of any calendar month but only in the event Landlord intends to demolish the Building or intends to permit a major alteration to the Building, which in the judgment of Landlord requires vacancy of the Building.

7. Brokers. Landlord has retained Kidder Mathews ("Landlord's Agent") as leasing agent in connection with this Amendment and Landlord will be solely responsible for any fee that may be payable to Landlord's Agent. Tenant has retained Scott Driver & Company, P.S. ("Tenant's Broker") as its agent in connection with this Amendment. Landlord agrees to pay a commission to Tenant's Broker pursuant to a separate agreement. Each of Landlord and Tenant represents and warrants to the other that neither it nor its agents have dealt with any broker in connection with this Amendment other than Landlord's Agent and Tenant's Broker. Each of Landlord and Tenant shall indemnify and hold the other party harmless from and against any and all losses which the indemnified party may incur by reason of any claim of or liability to any broker, finder or like agent (other than Landlord's Agent and Tenant's Broker) arising out of any dealings claimed to have occurred between the indemnifying party and the claimant in connection with this Amendment, and/or the above representation being false.



8. No Other Modifications. Except as expressly amended herein, all of the terms, conditions and provisions of the Lease shall remain in full force and effect and unmodified.

DATED the date and year first above written.

LANDLORD:  
LOGAN BUILDING LLC,  
a Delaware limited liability company

By: Unico/APL Logan LLC,  
a Delaware limited liability company,  
Member and Manager

MANAGER:  
By: Unico Investment Group LLC,  
a Delaware limited liability company,

TENANT  
Visualant, Inc., a Washington corporation  
By: By: /s/ Mark Scott  
Its: Mark Scott, It's Chief Financial Officer

COMMERCIAL LEASE

Date:

Between: G & L Business Group, LLC ("Landlord")  
80 High Oak Dr.  
Medford, OR 97504-9728

And: TransTech Systems, Inc. ("Tenant")  
P.O. Box 2357  
Wilsonville, OR 97070-2357

Landlord leases to Tenant and Tenant leases from Landlord the following described property located in the Aurora Industrial Building, at 12142 Sky Lane N.E., Suite 130, Aurora, Oregon (the "Premises") on the terms and conditions stated below:

Approximately 9,375 rentable square feet, configured substantially as depicted on Exhibit "A" hereto attached, together with the right to shared use of a conference center of approximately 1,775 square feet, also depicted on Exhibit "A."

**SECTION 1. OCCUPANCY**

**1.1 Original Term.** The term of this lease shall commence March 3, 2006, and continue through February 28, 2011, unless sooner terminated as hereinafter provided.

**1.2 Possession.** Tenant's right to possession and obligations under the lease shall commence on March 3, 2006.

**1.3 Renewal Option.** If the lease is not in default at the time each option is exercised or at the time the renewal term is to commence, Tenant shall have the option to renew this lease for three (3) successive terms of five (5) years, as follows:

(1) The renewal terms shall commence on the day following expiration of the preceding term.

(2) The option may be exercised by written notice to Landlord given not less than 120 days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties. Landlord and Tenant shall then be bound to take the steps required in connection with the determination of rent as specified below.

(3) The terms and conditions of the lease for the renewal term shall be identical with the original term except for rent.

**1.4 Conference Center.** In addition to the right to exclusive occupancy of the Premises described above, as a material part of the consideration for this Lease, Tenant shall be entitled to nonexclusive use of a conference center located within the Aurora Industrial Building of approximately 1,775 square feet, the location of which is depicted on Exhibit "A" hereto attached. Landlord may grant similar nonexclusive use rights to other tenants of the building and the center of which it is a part, but Tenant shall be entitled to use the facility for not less than half of the time. Landlord shall establish a reasonable reservation system or mechanism for Tenant and other tenants in the center of which the building is a part to facilitate their mutual use of the conference center. Landlord reserves the right to adopt and amend from time to time reasonable rules and regulations regulating Tenant's use of the conference center.

## **SECTION 2. RENT**

**2.1 Base Rent.** During the original term, Tenant shall pay to Landlord as base rent the sum of Zero and No/100 Dollars (\$0.00) per month beginning March 3, 2006 (Month #1), One Thousand Seven Hundred Ninety-Five and 94/100 Dollars (\$1,795.94) per month beginning June 1, 2006 (Month #4), and Three Thousand Five Hundred Ninety-One and 88/100 Dollars (\$3,591.88) per month beginning August 1, 2006 (Month #6). Rent shall be payable on the first day of each month in advance at such place as may be designated by Landlord. Rent for each renewal term shall be ten percent (10%) greater than rent for the immediately preceding term.

**2.2 Security Deposit.** *N/A*

**2.3 Additional Rent.** All taxes, insurance costs, utility charges that Tenant is required to pay by this lease, including, without limitation, Common Area Charges (as defined below), and any other sum that Tenant is required to pay to Landlord or third parties shall be additional rent.

**2.4 Tenant Improvements; Increased Base Rent.** Landlord and Tenant expected for Landlord to construct tenant improvements to the Premises and to the conference center referenced to above. The parties expected for the Base Rent to be increased beyond the amount set forth in Section 2.1 by an amount sufficient to amortize the cost of such tenant improvements over a twenty (20) year term at an interest rate of seven percent (7%) per annum. Instead, Tenant has paid directly for such tenant improvements in the amount of Five Hundred Forty-Five Thousand and No/100 Dollars (\$545,000.00). If Landlord reimburses Tenant the sum of Five Hundred Forty-Five Thousand and No/100 Dollars (\$545,000.00), then from such date, the Base Rent shall be increased by Four Thousand Two Hundred Twenty-Five and 38/100 Dollars (\$4,225.38) per month for the original term of this Lease, subject to increase as described in Section 2.1 for any extension terms.

## **SECTION 3. CONTINUOUS OPERATION.**

Tenant shall occupy the Premises continuously for the purpose stated in this lease and carry on business during the hours customary in comparable businesses similarly situated with adequate inventory and personnel. This shall not prevent Tenant from closing for brief periods when reasonably necessary for inventory, repairs, remodeling (when permitted), or other legitimate purposes related to the business carried on, or when closure is the result of a labor dispute, however caused, or other factors not within Tenant's control.

#### SECTION 4. USE OF THE PREMISES

**4.1 Permitted Use.** The Premises shall be used for sales, storage, distribution, service, support, and training of identification and security products and systems and for no other purpose without the consent of Landlord, which consent shall not be withheld, delayed or conditioned unreasonably.

**4.2 Restrictions on Use.** In connection with the use of the Premises, Tenant

(1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance unless such changes are required because of Tenant's specific use.

(2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of any Insurance Rating Bureau allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.

(4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(5) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Landlord. Tenant may install or hang on the interior walls and place on the floor of the premises usual and customary office furnishings and designs including, without limitation, pictures, diplomas and plants.

(6) Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the business specified in Section 4.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

**(5) SECTION 5. REPAIRS AND MAINTENANCE**

**5.1 Landlord's Obligations.** The following shall be the responsibility of Landlord:

- (1) Repairs and maintenance of the roof and gutters, exterior walls (including painting), bearing walls, structural members, floor slabs, and foundation.
- (2) Repair of sidewalks, driveways, curbs, parking areas, and areas used in common by Tenant and Landlord or tenants of other portions of the same building.
- (3) Repair and maintenance of exterior water, sewage, gas, and electrical services up to the point of entry to the leased Premises.

**5.2 Tenant's Obligations.** The following shall be the responsibility of Tenant:

- (1) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in Section 7.2 dealing with waiver of subrogation, but including repairs that would otherwise be the responsibility of Landlord under Section 5.1.
- (2) All other repairs to the premises which Landlord is not required to make under Section 5.1.

**5.3 Landlord's Interference with Tenant.** In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have no right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision.

**5.4 Reimbursement for Repairs Assumed.** If Tenant fails or refuses to make repairs that are required by this Section 5, Landlord may make the repairs and charge the actual costs of repairs to Tenant. Such expenditures by Landlord shall be reimbursed by Tenant on demand together with interest at the rate of twelve percent (12%) per annum from the date of expenditure by Landlord. Except in an emergency creating an immediate risk of personal injury or property damage, Landlord may not perform repairs which are the obligation of Tenant and charge the other party for the resulting expense unless at least thirty (30) days before work is commenced, and Tenant is given notice in writing outlining with reasonable particularity the repairs required, and such party fails within that time to initiate such repairs in good faith.

**5.5 Inspection of Premises.** Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required, not to exceed thirty (30) days, unless under the circumstances a longer period is reasonably required to complete such repairs. Provided, however, the repairs shall be undertaken as soon as reasonably possible.

## SECTION 6. ALTERATIONS

**6.1 Alterations Prohibited.** Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used herein, "alterations" includes the installation of computer and telecommunications wiring, cables, and conduit. Landlord shall not unreasonably withhold, delay or condition its consent required by this Section 6.1

**6.2 Ownership and Removal of Alterations.** All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent or work sheet specifically provides otherwise.

## SECTION 7. INSURANCE

**7.1 Insurance Required.** Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant shall carry similar insurance insuring the property of Tenant on the Premises against such risks.

**7.2 Waiver of Subrogation.** Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

## SECTION 8. TAXES; UTILITIES; COMMON AREA MAINTENANCE CHARGES.

**8.1 Property Taxes.** Tenant shall pay as due all taxes on its personal property located on the Premises, but such amount shall be included among Common Area charges as described below. Landlord shall pay as due all real property taxes and special assessments levied against the Premises. As used herein, real property taxes include any fee or charge relating to the ownership, use, or rental of the Premises, other than taxes on the net income of Landlord or Tenant.

**8.2 Special Assessments.** If an assessment for a public improvement is made against the Premises, Landlord may elect to cause such assessment to be paid in installments, in which case all of the installments payable with respect to the lease term shall be treated the same as general real property taxes for purposes of Section 8.1.

**8.3** Contest of Taxes. Tenant shall be permitted to contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk that Landlord's interest in the Premises will be foreclosed for nonpayment.

**8.4** Proration of Taxes. Tenant's share of real property taxes and assessments for the years in which this lease commences or terminates shall be prorated based on the portion of the tax year that this lease is in effect.

**8.5** Payment of Utilities Charges. Tenant shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises, including (but not limited to) charges for fuel, water, gas, electricity, sewage disposal, power, refrigeration, air conditioning, telephone, and janitorial services. If any utility services are provided by or through Landlord, charges to Tenant shall be comparable with prevailing rates for comparable services. If the charges are not separately metered or stated, Landlord shall apportion the charges on an equitable basis, and Tenant shall pay its apportioned share on demand.

**8.6** Common Area Charges. Tenant shall pay to Landlord, on the date set forth for the making of monthly rental payments, a sum as reasonably estimated by Landlord equal to one-twelfth (1/12) of Tenant's pro rata share of the annual Common Area Charges as hereinafter defined, incurred or reasonably expected by Landlord for ad valorem real and personal property taxes and assessments, fire, casualty, and public liability insurance premiums, and utilities arising out of or related to the operation and maintenance of the Premises, and the building of which the Premises is a part. Tenant's pro rata share of the Common Area Charges for ad valorem real and personal property taxes and assessments, fire, casualty, and public liability insurance premiums, and utility costs shall be the percentage resulting from dividing the number of square feet of rentable area included in the Premises (which the parties hereby agree to be 9,375) by the total number of square feet of rentable area in the entire building (which the parties hereby agree to be 37,500 or twenty-five percent (25%)).

The term "Common Area Charges" as used herein shall include the following expenses incurred or to be paid by Landlord: (a) all ad valorem real and personal property taxes assessed against the real property, building, Premises, and other fixtures and improvements located upon or a part of the real property and the personal property of Landlord located upon or used in connection with any of the above-referenced land and building of which the Premises are a part; (b) all assessments or other governmental charges in the nature thereof, general or special, ordinary or extraordinary, of every nature and kind whatsoever levied, assessed or imposed upon the real property, building, Premises, and other improvements (however, payment in installments over the longest possible terms shall be deemed to have been elected in any instance where a determinable option so to pay exists, or may exist; Tenant shall be charged on the basis that said election has been made to pay the assessment over said longest possible term); (c) all premiums for fire, casualty, and public liability insurance maintained by Landlord covering the real property, building, Premises, and improvements; (d) all costs of all utilities (including gas, electricity, common area music, water, steam, garbage removal, sanitary sewer and storm sewer) related to maintenance or operation of the common areas; and (e) if at any time during the lease term Jim Gingo ceases to be both a member and the owner of Tenant, a management fee equal to five percent (5%) of all other Common Area Charges. Expenses of utilities billed to individual tenants, including Tenant, shall not be included in Common Area Charges. If the proceeds from the foregoing payments by Tenant are inadequate to pay Tenant's pro rata share of such Common Area Charges as they become due and payable, Landlord may, from time to time, require the amount of the monthly payments to be increased, or the Landlord may, at its option, demand that Tenant pay Tenant's pro rata share of any deficiency on the next occurring date set forth for the making of the monthly rental payments. In the event that the proceeds from the foregoing payments by Tenant are in excess of the amount required to pay the Common Area Charges, Landlord may, at its option, refund such excess to Tenant or may apply the amount to the succeeding monthly payments for direct expenses. Within sixty (60) days following the end of each calendar year, Landlord shall furnish to Tenant a written accounting of all Common Area Charges incurred by Landlord for which Tenant is required to make payments pursuant to this paragraph, including the calculation of Tenant's pro rata share.

Landlord shall not make any repairs or improvements to the common area which increases the common area charges without the consent of Tenant, unless said repairs or improvements are reasonably necessary to maintain the building a common area in first-class condition and to provide services required by or convenient to Tenant. Tenant shall not unreasonably withhold its consent to other improvements to the building or common area.

In addition to the costs described above, Tenant's Common Area Charges shall also include, at Landlord's option, a prorata share up to one half (1/2) of the costs of operation and maintenance of the conference center that Tenant is entitled to use on a nonexclusive basis with other tenants of the building and the center of which the building is a part. At its option, Landlord may include such costs in the general Common Area Charges that are billed to all tenants, or Landlord may make a reasonable, good faith effort to segregate all costs attributable to the conference center and bill a prorata share up to one-half (1/2) of such costs to Tenant as an additional part of its Common Area Charges.

## **SECTION 9. DAMAGE AND DESTRUCTION**

**9.1 Partial Damage.** If the Premises are partly damaged and Section 9.2 does not apply, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord and shall be performed in accordance with the provisions of Section 5.3.

**9.2 Destruction.** If the Premises are destroyed or damaged such that the cost of repair exceeds 25% of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control.



**9.3 Rent Abatement.** Rent shall be abated during the repair of any damage to the extent the premises are untenantable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

**9.4 Damage Late in Term.** If damage or destruction to which Section 9.2 would apply occurs within one year before the end of the then-current lease term, Tenant may elect to terminate the lease by written notice to Landlord given within thirty (30) days after the date of the damage. Such termination shall have the same effect as termination by Landlord under Section 10.1(1).

## **SECTION 10. EMINENT DOMAIN**

**10.1 Partial Taking.** If a portion of the Premises is condemned and Section 10.2 does not apply, the lease shall continue on the following terms:

(1) Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.

(2) Landlord shall proceed as soon as reasonably possible to make such repairs and alterations to the Premises as are necessary to restore the remaining Premises to a condition as comparable as reasonably practicable to that existing at the time of the condemnation.

(3) After the date on which title vests in the condemning authority or an earlier date on which alterations or repairs are commenced by Landlord to restore the balance of the Premises in anticipation of taking, the rent shall be reduced in proportion to the reduction in value of the Premises as an economic unit on account of the partial taking. If the parties are unable to agree on the amount of the reduction of rent, the amount shall be determined by arbitration in the manner provided in Section 18.

(4) If a portion of Landlord's property not included in the Premises is taken, and severance damages are awarded on account of the Premises, or an award is made for detriment to the Premises as a result of activity by a public body not involving a physical taking of any portion of the Premises, this shall be regarded as a partial condemnation to which Sections 10.1(1) and 10.1(3) apply, and the rent shall be reduced to the extent of reduction in rental value of the Premises as though a portion had been physically taken.

**10.2 Total Taking.** If a condemning authority takes all of the Premises or a portion sufficient to render the remaining premises reasonably unsuitable for the use that Tenant was then making of the premises, the lease shall terminate as of the date the title vests in the condemning authorities. Such termination shall have the same effect as a termination under Section 10.1(1). The parties shall be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Premises. Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation. Provided, however, Tenant shall be permitted to request or sue the condemning authority for damages related to impacts on Tenant's business and moving expenses arising from the taking.

**10.3 Sale in Lieu of Condemnation.** Sale of all or part of the premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this Section 10 as a taking by condemnation.

## **SECTION 11. LIABILITY AND INDEMNITY**

### **11.1 Liens**

(1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of fifteen percent (15%) per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

**11.2 Indemnification.** Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or related to any activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Landlord's negligence or breach of duty under this lease.

Landlord shall indemnify and defend Tenant from any claim, loss, or liability arising out of or related to any activity of Landlord on the Premises or any condition of the Premises in the possession or under the control of Landlord. Tenant shall have no liability to Landlord for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Tenant's negligence or breach of duty under this lease.

**11.3 Liability Insurance.** Before going into possession of the Premises, Tenant shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Tenant's cost: commercial general liability policy in a responsible company with coverage for bodily injury and property damage liability, personal and advertising injury liability, and medical payment with a general aggregate limit of not less than \$1,000,000 and a per occurrence limit of not less than \$500,000. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the premises whether or not related to all occurrence caused or contributed to by Landlord's negligence. Such insurance shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under Section 11.2, and shall name Landlord as an additional insured. Certificates evidencing such insurance and bearing endorsements requiring ten (10) days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the property.

## SECTION 12. QUIET ENJOYMENT; MORTGAGE PRIORITY

**12.1 Landlord's Warranty** Landlord warrants that it is the owner of the Premises and has the right to lease them. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

**12.2 Mortgage Priority.** This lease is and shall be prior to any mortgage or deed of trust ("Encumbrance") recorded after the date of this lease and affecting the Premises. However, if any lender holding such an Encumbrance requires that this lease be subordinate to the Encumbrance, then Tenant agrees that the lease shall be subordinate to the Encumbrance if the holder thereof agrees in writing with Tenant that as long as Tenant performs its obligations under this lease no foreclosure, deed given in lieu of foreclosure, or sale pursuant to the terms of the Encumbrance, or other steps or procedures taken under the Encumbrance shall affect Tenant's rights under this lease. If the foregoing condition is met, Tenant shall execute the written agreement and any other documents required by the holder of the Encumbrance to accomplish the purposes of this paragraph. If the premises are sold as a result of foreclosure of any Encumbrance thereon, or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee.

**12.3 Estoppel Certificate.** Either party will, within twenty (20) days after notice from the other, execute and deliver to the other party a certificate stating whether or not this lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive upon the party from whom the certificate was requested that the lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

## SECTION 13. ASSIGNMENT AND SUBLETTING

No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord. This provision shall apply to all transfers by operation of law. If Tenant is a corporation or partnership, this provision shall apply to any transfer of a majority voting interest in stock or partnership interest of Tenant. No consent in one instance shall prevent the provision from applying to a subsequent instance. Landlord shall not unreasonably withhold, delay or condition its consent to an assignment or subletting by Tenant.

## SECTION 14. DEFAULT

The following shall be events of default:

**14.1 Default in Rent.** Failure of Tenant to pay any rent or other charge within ten (10) days after it is due and after ten (10) days written notice of such failure.

**14.2 Default in Other Covenants.** Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within thirty (30) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the thirty (30)-day period, this provision shall be complied with if Tenant begins correction of the default within the thirty(30)-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

**14.3 Insolvency.** Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within ten (10) days shall constitute a default. If Tenant consists of two (2) or more individuals or business entities, the events of default specified in this Section 14.3 shall apply to each individual unless within ten (10) days after an event of default occurs, the remaining individuals produce evidence satisfactory to Landlord that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

**14.4 Abandonment.** Failure of Tenant for ten (10) days or more to occupy the Premises for one or more of the purposes permitted under this lease, unless such failure is excused under other provisions of this lease.

## **SECTION 15. REMEDIES ON DEFAULT**

**15.1 Termination.** In the event of a default the lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the lease is terminated by the election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

**15.2 Reletting.** Following reentry or abandonment, Landlord may relet the Premises and in that connection may make any suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises, but Landlord shall not be required to relet for any use or purpose other than that specified in the lease or which Landlord may reasonably consider injurious to the Premises, or to any tenant that Landlord may reasonably consider objectionable. Landlord may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession. Landlord shall take reasonable steps to sublet the premises to a qualified tenant for a reasonable term at market rent.

**15.3 Damages.** In the event of termination or retaking of possession following default, Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

(1) The loss of rental from the date of default until a new tenant is, or with the exercise of reasonable efforts could have been, secured and paying out.

(2) The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Tenant's property and fixtures, costs incurred under Section 15.5, or any other expense occasioned by Tenant's default including but not limited to, any remodeling or repair costs, attorney fees, court costs, broker commissions, and advertising costs.

(3) Any excess of the value of the rent and all of Tenant's other obligations under this lease over the reasonable expected return from the premises for the period commencing on the earlier of the date of trial or the date the premises are relet, and continuing through the end of the term. The present value of future amounts will be computed using a discount rate equal to the prime loan rate of major Oregon banks in effect on the date of trial.

**15.4 Right to Sue More than Once.** Landlord may sue periodically to recover damages during the period corresponding to the remainder of the lease term, and no action for damages shall bar a later action for damages subsequently accruing.

**15.5 Landlord's Right to Cure Defaults.** If Tenant fails to perform any obligation under this lease, Landlord shall have the option to do so after thirty (30) days' written notice to Tenant. All of Landlord's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the rate of fifteen percent (15%) annum from the date of expenditure by Landlord. Such action by Landlord shall not waive any other remedies available to Landlord because of the default.

**15.6 Remedies Cumulative.** The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Landlord under applicable law.

## **SECTION 16. SURRENDER AT EXPIRATION**

**16.1 Condition of Premises.** Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean, reasonable wear and tear excepted. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which Tenant is responsible shall be completed to the latest practical date prior to such surrender. Tenant's obligations under this section shall be subordinate to the provisions of Section 9 relating to destruction.

### **16.2 Fixtures**

(1) All fixtures placed upon the Premises during the term, whether Tenant's trade fixtures or otherwise, shall be and remain Tenant's property.

(2) Prior to expiration or other termination of the lease term Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within twenty (20) days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord. Landlord shall not unreasonably withhold its consent to either removal or abandonment by Tenant of fixtures which Tenant has the right to remove.

**16.3 Holdover**

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal and at a rental rate provided by this lease or market rent, whichever is greater, or to eject Tenant from the Premises and recover damages caused by wrongful holdover. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(2) If a month-to-month tenancy results from a holdover by Tenant under this Section 16.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord or Tenant given not less than ninety (90) days prior to the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

**SECTION 17. MISCELLANEOUS**

**17.1 Nonwaiver.** Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

**17.2 Attorney Fees.** If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

**17.3 Notices.** Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

**17.4 Succession.** Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

17.5 **Recordation.** This lease, or a memorandum thereof, may be recorded at the option of Tenant.

17.6 **Entry for Inspection.** Landlord shall have the right to enter upon the Premises after seventy-two (72) hours written notice to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain upon the Premises notices for leasing or selling of the Premises. Provided, however, Landlord shall take all reasonable steps not to interfere with Tenant's ongoing business practice.

17.7 **Interest on Rent and Other Charges.** Any rent or other payment required of Tenant by this lease shall, if not paid within ten (10) days after it is due, bear interest at the rate of twelve percent (12%) per annum (but not in any event at a rate greater than the maximum rate of interest permitted by law) from the due date until paid. In addition, if Tenant fails to make any rent or other payment required by this lease to be paid to Landlord within five days after it is due, Landlord may elect to impose a late charge of \$100 if not paid within ten (10) days, \$200 if not paid within fifteen (15) days, and \$300 if not paid with twenty (20) days of the due date, to reimburse Landlord for the costs of collecting the overdue payment. Tenant shall pay the late charge upon demand by Landlord. Landlord may levy and collect the late charge in addition to all other remedies available for Tenant's default, and collection of the late charge shall not waive the breach caused by the late payment.

17.8 **Proration of Rent.** In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

17.9 **Time of Essence.** Time is of the essence of the performance of each of Tenant's obligations under this lease.

## SECTION 18. ARBITRATION

18.1 **Disputes to Be Arbitrated.** If any dispute arises between the parties as to any matter for which this lease does not provide a different method of resolution, this dispute shall be resolved by a single arbitrator binding arbitration under the auspices of the Arbitration Service of Portland, Inc., or another arbitration service serving the Portland metropolitan area.

### LANDLORD:

G & L BUSINESS GROUP, LLC, an Oregon limited liability company

/s/ James Gingo

By: James Gingo, Member

### TENANT:

TransTech Systems, Inc., an Oregon Corporation

/s/ James Gingo

By: James Gingo  
President

**DEMAND PROMISSORY NOTE****USD \$585,000**Seattle, WA  
May 31, 2013

FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to the order of J3E2A2Z LP or its assigns ("Holder"), the principal sum of Five Hundred and Eight Five Thousand U.S. Dollars (\$585,000), all as hereinafter provided and upon the following terms, agreements, and conditions:

1. Maturity Date. No monthly or other installment payments of principal or interest shall be required hereunder. This Note shall be due and payable in full on demand by the Holder.
2. Payment. All payments shall be made to Holder hereof at the following address:

500 Union Street, Suite 420  
Seattle, WA 98101

or at such other place as Holder may specify in writing from time to time. Whenever any payment to be made hereunder shall be due on a day other than a business day, such payment shall be made on the next succeeding business day. The term "business day" as used herein shall mean any day other than a Saturday, Sunday, or public holiday.

3. Interest. Interest shall accrue at 4% per annum.
4. Repayment. This Note shall be paid in accordance with the terms of the Promissory Note between Maker and Holder dated as of the date hereof (the "Note").
5. Transferability of Note. This Note and any of the rights hereunder may be not assigned, by operation of law or otherwise, by Holder without the written consent of Maker. The Holder or anyone who takes the Note by transfer and who is entitled to receive payments under the Note will be called the "Note Holder."
6. Default and Remedy. If any of the following events, hereinafter called "events of default," should occur:
  - (a) Any failure by Maker to pay in full when due any sums hereunder; or
  - (b) Any material breach by Maker of a provision of the Loan Agreement or this Note; or
  - (c) Maker shall: (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or substantially all of its properties and assets; (ii) become insolvent (as such term may be defined or interpreted under any applicable statute); or (iii) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect, or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it;



Then, in any of such Events of Default, Holder shall send written notice to Maker of such default and allow Maker ten (10) days from the date of such written notice to cure said default in the case of a default under Section 5.1(a) or (b), and thirty (30) days from the date of said written notice to cure said default in the case of a default under Section 5.1(c). Said written notice shall be personally delivered, sent by a nationally recognized overnight courier service, or sent by registered or certified mail, return receipt requested, to Maker at its address contained in the notice provision contained herein. In the event Maker fails to cure within the 10-day or 30-day cure period, as applicable, then the Lender shall be entitled to the entire amount of the indebtedness, which amount shall be immediately due and payable without further notice or demand pursuant to the terms of the Note executed herewith.

7. Fees and Costs. Maker promises to pay all costs, expenses, and attorneys' fees incurred by the Holder hereof in the event this Note is referred to an attorney for the collection of the debt, or in any litigation or controversy arising from or connected with the Loan Agreement or this Note in which the Holder hereof prevails. If a judgment is obtained thereon, such attorneys' fees, costs, and expenses shall be in such amount as the court shall deem reasonable.
8. Liability. Maker hereby waives demand, presentment for payment, protest, and notice of protest and of nonpayment.
9. Applicable Law. This Note and all actions arising out of or in connection with this Note shall be governed by and construed in accordance with the laws of the State of Washington, without giving effect to its conflict of law principles for the purpose of applying the laws of another jurisdiction.
10. Amendment. No provision of this Note may be modified, amended or waived without the written consent of Maker and Holder hereof.
10. Binding Effect. The terms and provisions of this Note shall be binding upon Maker and its successors and assigns, and shall inure to the benefit of Holder and its successors and assigns.
11. Business Purpose. The loan evidenced by this Note is for business purposes.

IN WITNESS WHEREOF, the undersigned Maker has caused this instrument to be executed as of the day and year first above written.

**MAKER:**

VISUALANT, INC

/s/ Mark Scott

By: Mark Scott  
Its: Chief Financial Officer

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the use in this Registration Statement on Form S-1 of Visualant, Inc., of our report dated November 10, 2012 to the consolidated financial statements of Visualant, Inc. as of September 30, 2012, and the related statements of operations, stockholders' equity, and cash flows for year September 30, 2012. We also consent to the reference to our firm under the heading "Experts" in this Registration Statement.

/s/ PMB Helin Donovan, LLP  
Seattle, Washington

August 16, 2013

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the use in this S-1 filing of Visualant, Inc. filed on August 16, 2013, of our report dated November 29, 2011 relating to the financial statements of Visualant, Inc., as of September 30, 2011, and the related statements of operations, stockholders' equity, and cash flows for the year then ended, and to the reference of being experts in auditing and accounting.

/s/ Madsen & Associates CPA's, Inc.

Murray, Utah  
August 16, 2013

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August 16, 2013

VIA EDGAR

Mr. Russell Mancuso  
Branch Chief  
Division of Corporation Finance  
Securities and Exchange Commission  
100 F Street, N.E.  
Washington, D.C. 20549

**Visualant, Incorporated**  
**Registration Statement on Form S-1**  
**Filed July 3, 2013**  
**File No. 333-189788**

Dear Mr. Mancuso:

Reference is made to the Staff's comment letter dated July 30, 2013 (the "Staff's Letter") to Visualant, Incorporated (the "registrant"). The registrant hereby submits the following responses to the comments contained in the Staff's Letter with respect to the registrant's Registration Statement on Form S-1 filed with the SEC on July 3, 2013.

For convenience of reference, each comment contained in the Staff's Letter is reprinted below, numbered to correspond with the paragraph numbers assigned in the Staff's Letter, and is followed by the corresponding response of the registrant. These comments have been made in response to the Staff's comments.

Prospectus

1. *Please revise the prospectus cover, summary and risk factors to eliminate embedded lists and defined terms like those in parentheses and quotation marks. See Rule 421(d). Before revising your document in response to this comment, please review Updated Staff Legal Bulletin No. 7 (June 7, 1999) available on the Commission's web site; note particularly sample comments 1, 2, 3, 4, 5, 7 and 16 at the end of that Bulletin.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects these changes in the prospectus cover, summary and risk factors.

2. *In an appropriate section of your prospectus, please disclose clearly your net tangible book value per share. See Regulation S-K Item 506.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects the disclosure in the dilution paragraphs.

3. *Please tell us the purpose of the last two sentences on the prospectus cover and the penultimate sentence on page 4. Do you not intend to ensure that your disclosure is current for the duration of the offering? See Securities Act Section 12(a)(2).*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, deletes those two sentences.

*The Company and our Business, page 5*

4. *Please revise to summarize clearly and directly what your products are and do so that your disclosure is understandable to investors who may not be experts in your industry. Avoid technical terms like "structured light," "spectral signature" and "form factor."*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects these changes in the Company and our Business section.

5. *Refer to the award mentioned in the third paragraph of this section. Please clarify who SPIE is. Also, with a view toward clarified disclosure, please tell us the criteria for selecting the award recipient, whether others also received the award, and whether you provided any consideration to enter the contest or receive the award. Also tell us why you believe reference to the award is appropriate for a prospectus summary.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change by removing the SPIE references.

6. *Please revise your document so that it is understandable to investors who may not be familiar with your company and its history. For example, if it is appropriate to include references to the purchase of TransTech in the prospectus summary, please summarize when that acquisition occurred, the nature of the subsidiary and why the purchase was not complete until June 2013. Likewise, your liquidity discussion beginning on page 16 refers to agreements and obligations as if investors are already familiar with the parties and terms.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change in the Business Section by revising the disclosures about SPP and TransTech.

7. *Refer to the internet addresses here and throughout your document. Please tell us the authority on which you rely to refer investors to an internet address for information rather than including all required information in your prospectus. Note also your obligations, including the filing obligation, when you include internet addresses in your document as explained in footnote 41 and the related text in Release 33-7856 (April 28, 2000).*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects these changes by removing the internet addresses where appropriate.

Summary Financial Results, page 5

8. Refer to the last paragraph of this section. It is unclear what you are seeking to incorporate by reference and how that information is appropriate for a prospectus summary. Please revise to provide appropriate summary disclosure; see Regulation S-K Item 501(a). Likewise, please revise your reference to the notes to your financial statements on page 16 to provide clear disclosure compliant with Regulation S-K Items 303 and Rule 408.

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects these changes by removing the reference to the notes to the financial statements.

Risk Factors, page 6

9. You disclose in the first paragraph of this section that the risks you disclose are not the only ones that you face. Please disclose all risks that you believe are material at this time. See Updated Staff Legal Bulletin No. 7 sample comment 30. For example:

· Do your disclosure controls and procedures create a material risk? Added

· Does the litigation mentioned in your Form 8-K signed June 20, 2013 create a material risk? Not considered material.

· Does the shareholder-approved reverse split and reduction in authorized shares create material risks? Added.

· Does your ability to designate the terms of your authorized preferred stock present a material risk? Added.

· Do terms of your outstanding securities that require adjustment if you issue securities at a lower price present a material risk? If so, what is the extent of the potential dilution given a reasonable range of potential adjustments? Not considered material.

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects the addition of additional risk factors that may be material.

10. Please provide us your analysis of whether you are a penny stock issuer. Include in your response an analysis of Rule 3a51-1(g)(2). If you are not currently a penny stock issuer but have been in the past and might become one in the future, please revise your risk factor on page 9 to clarify. If you are a penny stock issuer, please revise your disclosure on pages 6 and 10 to remove references to a statutory safe harbor that is not available to penny stock issuers.

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change. The pertinent risk factor has been revised, and references to the statute affording the safe harbor have been deleted.

We Expect to Need Additional Financing, page 6

11. *If your current obligations exceed your current assets, please revise to clarify and remove any implication that your cash needs are merely a future concern.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change.

Risks Associated With Equity Line of Credit, page 7

12. *Please state clearly and directly what are the "risks associated with [your] equity line." For example, if you issue any shares under the agreement, must you issue them below the market price? Will the issuance dilute current shareholders?*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects the deletion of this risk factor. The line expires in August 2013 and is not being used.

Trading in the Company's stock may be restricted by Blue Sky eligibility, page 9

13. *You refer in the title of this risk factor to trading restrictions on your stock that may be imposed by blue sky laws but provide no disclosure explaining that risk. Please revise accordingly.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects the deletion of Blue Sky eligibility as a risk.

Conflict of Interest, page 9

14. *From your disclosure on page 19, it appears that your principal financial officer is currently the principal financial officer of three other companies. If so, please explain in an appropriate risk factors the conflicts that this creates on his time, the allocation of funding sources that your CFO identifies, and otherwise.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects the deletion of this risk factor. The time commitments do not represent a risk to the Company.

Our Joint Development Agreement, page 9

15. *Please tell us the authority that supports your conclusion that a Form S-1 prospectus can provide disclosure by referring investors to a Form 8-K. In the absence of appropriate authority for your reference to the Form 8-K, please revise an appropriate section of your document to provide all appropriate disclosure regarding the joint development agreement. Likewise, please address your reference to Forms 10-Q and 10-K on pages 17 and 23 and elsewhere in your prospectus.*



The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, addresses this comment by revising the applicable sections to remove references to Forms 8-K, 10-Q and 10-K.

Selling Security Holders, page 10

16. *Please provide us your analysis of when your registration rights agreement requires you to have registered for resale all of the securities issued in the private placement. Include in your response references to the specific sections of the specific exhibit to this registration statement that affect your analysis. Also provide us your analysis of the materiality of any liability for any deadlines that you have missed.*

Section 2 (A)(1) of the Registration Rights Agreement requires the registration of the Initial Registrable Securities promptly after closing and prior to 30 days after closing. If the filing is not made within this timetable, we are required to pay liquidated damages of 1.5% of the aggregate amount invested by each investor for each initial 30 day period or portion thereof following the Initial Filing Deadline.

Section 2(A)(2) requires the registration of the Remaining Registrable Securities within five business days after the August 9, 2013 Special Shareholder Meeting. If the filing is not made within this timetable, we are required to pay liquidated damages of 1.5% of the aggregate amount invested by each investor for each initial 30 day period or portion thereof following the Initial Filing Deadline.

Section 2(c) requires that we use commercially reasonable efforts to have each Registration Statement declared effective as soon as practicable. The Company is required to notify the Investors within twenty-four (24) hours after any Registration Statement is declared effective and to simultaneously provide the Investors with copies of any related Prospectus to be used in connection with the sale or other disposition of the securities covered thereby. If (A)(x) a Registration Statement covering the Initial Registrable Securities is not declared effective by the SEC prior to the earlier of (i) five (5) Business Days after the SEC shall have informed the Company that no review of such Registration Statement will be made or that the SEC has no further comments on the Registration Statement or (ii) the 90<sup>th</sup> day after the Closing Date (the 120<sup>th</sup> day if the SEC reviews such Registration Statement), (y) a Registration Statement covering the Remaining Registrable Securities is not declared effective by the SEC prior to the earlier of (i) five (5) Business Days after the SEC shall have informed the Company that no review of such Registration Statement will be made or that the SEC has no further comments on the Registration Statement or (ii) the 90<sup>th</sup> day after the Share Increase Date (the 120<sup>th</sup> day if the SEC reviews such Registration Statement), or (z) a Shelf Registration Statement is not declared effective by the SEC prior to the earlier of (i) five (5) Business Days after the SEC shall have informed the Company that no review of the Registration Statement will be made or that the SEC has no further comments on the Registration Statement or (ii) the 90<sup>th</sup> day after the Qualification Deadline (the 120<sup>th</sup> day if the SEC reviews such Registration Statement), or (B) after a Registration Statement has been declared effective by the SEC, sales cannot be made pursuant to such Registration Statement for any reason (including without limitation by reason of a stop order, or the Company's failure to update the Registration Statement), but excluding any Allowed Delay (as defined below) or the inability of any Investor to sell the Registrable Securities covered thereby due to market conditions, then the Company is required to make pro rata payments to each Investor, as liquidated damages and not as a penalty, in an amount equal to 1.5% of the aggregate amount invested by such Investor pursuant to the Purchase Agreement for each 30-day period or pro rata for any portion thereof following the date by which such Registration Statement should have been effective (the "Blackout Period"). Such payments shall constitute the Investors' exclusive monetary remedy for such events, but shall not affect the right of the Investors to seek injunctive relief. The amounts payable as liquidated damages pursuant to this paragraph shall be paid monthly within three (3) Business Days of the last day of each month following the commencement of the Blackout Period until the termination of the Blackout Period. Such payments shall be made to each Investor in cash.

At this time, we have not incurred any liabilities under the Registration Rights Agreement

17. *The heading of the fourth column in this table indicates that warrants are offered; however, the fee table to this Form S-1 does not include warrants. Please reconcile.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change by adjusting the fee schedule.

18. *Please explain the first sentence in the third paragraph on page 11 that inclusion of securities in the table is not an admission of beneficial ownership, as that statement is inconsistent with the first two sentences in the following paragraph.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change.

19. *Please disclose the natural person or persons who exercise the sole or shared voting and/or dispositive powers with respect to the shares to be offered by each selling security holder that is a legal entity.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change.

20. *Please reconcile your disclosure in the second sentence of the third paragraph above the table with your disclosure of your relationship with GVC Capital in the second sentence of the second paragraph of page 15. Please ensure that all material relationships with selling stockholders are described. See Item 507 of Regulation S-K.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, details the parties and relationships in the table.

21. *Please clarify how GVC Capital acquired the offered shares. For example, if GVC acquired the shares as compensation for underwriting activities, please say so clearly and identify the underwriting activity.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change.

22. *Please tell us why you believe that the table in this section need not identify the selling security holders as beneficial owners of all of the common stock issued and underlying exercisable securities sold in the June 2013 private placement mentioned on page 5. Also, note that the beneficial ownership of shareholders included in this table should not differ from the beneficial ownership for those same shareholders disclosed in your table on page 24.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change.

Plan of Distribution, page 12

23. *If you are not eligible to conduct a primary at-the-market offering, please provide us your analysis of whether this offering is on behalf of the issuer. Please refer to the Division of Corporation Finance's Securities Act Rules Compliance and Disclosure Interpretation 612.09 available on the Commission's web site.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change in the second paragraph that was added under "Plan of Distribution."

Experts, page 13

24. *Your disclosure here indicates that you are incorporating financial statements into the prospectus; however, beginning on page F-1, you include financial statements in the prospectus. Please clarify whether this section refers to the financial statements included in the prospectus or financial statements that you incorporate by reference.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change.

Business, page 13

25. *Please substantially expand your disclosure in this section to include all information required by Regulation S-K Item 101 and Rule 408. As examples, and not as a complete list of disclosure that you should add, please:*

- *describe what a spectral signature is and how directing light on a substance creates this signature. Clarify who owns the database of markers and how the profile is compared to the markers. Is this a manual process?*
- *describe what products you sell that generate revenue.*
- *describe the markets for your products that currently provide you revenue.*
- *disclose the duration of your material patents.*
- *describe your distribution methods.*
- *describe clearly the "value added security and authentication solutions." Also clarify whether this is a principal product.*
- *disclose the material terms of your agreements that you mention in this section. Include the material obligations of the parties, duration, and material termination provisions. Also disclose the portion of your business that relies on those agreements.*

- where material plans have been delayed, disclose the duration and reasons for the delay.
- disclose the sources and availability of raw materials and the names of your principal suppliers.
- explain material government regulation applicable to your business.
- describe any dependence on one or a few major customers.

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change by revising the Business section of the prospectus.

Purchase Agreement, page 15

26. Please tell us how you complied with the requirements of Regulation 14A when you obtained the commitments that you mention in the last paragraph of this section. Refer to Exchange Act Rules 14a-2 and 14a-3.

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, has been revised to clarify that the lead investor, Special Situations Funds, and not the Company, sought and obtained the voting agreements from the stockholders. On July 3, 2013, the Company filed a Schedule 14A Definitive Proxy Statement for the Special Shareholder Meeting held on August 9, 2013, which Proxy Statement was provided to all stockholders, including those who executed the voting agreements. At the special meeting of shareholders held on August 9, 2013, the stockholders of the Company approved an amendment to the Company's articles of incorporation to increase the number of authorized shares of the Company's common stock from 200,000,000 to 500,000,000 and a Certificate of Amendment was filed with the Nevada Secretary of State on August 12, 2013 to reflect this amendment. The proxies that were part of the voting agreements solicited by Special Situations Funds were not utilized to obtain the necessary votes at the special meeting of shareholders.

TransTech Facilities, page 15

27. Please state where these facilities are located. See Item 102 of Regulation S-K.

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change by providing the address for the TransTech facility.

Management's Discussion and Analysis, page 16

28. Please substantially expand your disclosure in this section so that investors can understand your results of operations as required by Regulation S-K Item 303. Before amending your disclosure in response to this comment, please review Release 33-8350 (December 19, 2003). As examples, and not as a complete list, of issues that should be clear after you revise your disclosure in response to this comment:

- *the reasons why license revenue from Sumitomo increased, including sufficient information so that investors can understand whether the increase is temporary or permanent.*
- *the reasons why sales improved at TransTech.*
- *the reasons for the changes in gross margins during the periods presented.*
- *the nature and magnitude of the “other business development” expenditures, and the nature and magnitude of the “investor relation expenditures.”*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change.

Liquidity and Capital Resources, page 17

29. *Please expand this section substantially to provide all disclosure regarding your liquidity and capital resources as required by Regulation S-K Item 303. Please review the guidance regarding liquidity and capital resources disclosure in Release 33-3850. Include:*
- *discussion and analysis that clearly explains – not merely lists – the transactions that you completed to obtain the cash needed to satisfy your obligations during the periods presented; include any material dilutive effect.*
  - *discussion of material revisions to financing agreements, including revised conversion terms, and the reasons for the revisions.*
  - *a discussion of reasons for the material changes in the items that affect your cash used in operating activities.*
  - *discussion of the purpose for repurchasing securities from selected investors given your negative working capital.*
  - *a description of your sources of liquidity to satisfy your negative working capital, including any significant limitations on your ability to access funds under the terms of existing agreements or otherwise.*
  - *explanation of your material commitments for capital expenditures.*
  - *discussion of defaults on material obligations during the periods presented, and how the default was addressed.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, substantially expands our discussion of material liquidity and capital resources transactions.

Quantitative and Qualitative Disclosures about Market Risk, page 17

30. *Please reconcile your disclosure in this section with the last paragraph on page F-11.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change.

Business Experience Descriptions, page 18

31. Please revise so that it is clear that you have provided all required information for the full five-year period addressed by Regulation S-K Item 401(e). Avoid vague statements like “executive positions” and “partnerships;” instead clearly identify the position and

*the nature of the partnership. Also clearly discuss the specific experience, qualifications, attributes or skills that led to the conclusion that each board member should serve as a director in light of your business and structure.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects these changes.

Involvement in Certain Legal Proceedings, page 20

32. Please tell us why the first sentence of this section addresses the past five years while Regulation S-K Item 401(f) addresses the past ten years.

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change.

Summary Compensation Table, page 21

33. Please clarify the items under the “All Other Compensation” column as required by Regulation S-K Item 402(o) (7) so that the information in the table is reconcilable to the information in footnote (4) to the table. Also, please clarify the nature of the “consulting” provided by your named executive officers so that investors can understand why those activities are not part of the job for which they are being paid a salary and why the consulting fees are not included in the “Salary” column.

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change.

34. We note your reference to unpaid salary at the bottom of page 24. Please revise the table to clarify which of the disclosed salary amounts were not paid, and provide the disclosure required by instruction 2 to Regulation S-K Item 402(n)(2)(iii) and (iv).

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change.

Outstanding Equity Awards, page 22

35. *The number of outstanding options disclosed in this table appears to substantially differ from the number of options held by your named executive officers according to the table on page 24. Please advise or revise.*

The tables are correct. The Outstanding Equity Awards are as of September 30, 2012. The table on page 24 is as of August 16, 2013 and reflects awards on March 21, 2013.

Director Summary Compensation Table, page 23

36. *Please tell us where when you filed an Item 5.02 Form 8-K to report the departure of Mr. Arai and Dr. Kawahata.*

Dr. Kawahata resigned from the Board of Directors effective November 30, 2012. Mr. Arai chose not to stand for re-election at the 2013 Annual Shareholder Meeting and resigned effective December 26, 2012. We did not file a Form 8-K, but disclosed their departure in the Preliminary 14A that was filed with the SEC on December 28, 2012.

Security Ownership of Certain Beneficial Owners and Management, page 23

37. *We note that you present two different percentage figures for each stockholder in this table. Please revise the table to present the information as provided in Instruction 1 to Item 403 of Regulation S-K.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change.

Certain Relationships and Related Party Transactions, page 24

38. *Please file as exhibits your agreements governing your transactions with related parties.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change.

39. *Describe the material terms of your transactions with Sumitomo Precision Products and Special Situations Technology Funds, including the voting agreement mentioned on page 5. See the Division of Corporation Finance's Regulation S-K Compliance and Disclosure Interpretation 130.03 available on the Commission's web site and the reporting threshold in Regulation S-K Item 404(d)(1).*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change.

40. *Please tell us why this section does not describe the guarantee mentioned in the last sentence of on page F-11. Also, please show us how you reconcile the information regarding related parties on pages F-2 and F-18 with the information in this section.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change. All material balances are described or are detailed in this section.

41. *Please provide us your analysis of whether your agreement with Bradley Sparks and the director payments in connection with the Sumitomo transaction mentioned on page F-36 should be addressed here or in your director compensation table on page 23. Also provide us your analysis of whether your post-employment payments to Mr. Gingo under the agreement mentioned on page F-36 should be described in this section or in the compensation tables.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects these changes. The payments to Mr. Sparks were accrued payroll amounts that were settled for shares as indicated. We expanded the disclosure on this transaction but believe the tables are correct. The director payments were a finder payment related to the SPP transaction. We expanded the disclosure but believe the tables are correct. There will not be any post-employment payments for Mr. Gingo as his agreement has expired; as such, we believe the tables are correct.

Related-Party Transactions with Ronald P. Erickson, page 24

42. *Please disclose the interest rate on the related-person transactions.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects these changes.

Description of Securities, page 25

43. *Please provide the information required by Item 202(a)(5) of Regulation S-K.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change by adding additional disclosures.

44. *Please explain why you cannot determine the number of shares related to your convertible debt.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change by deleting the reference to convertible debt as the company no longer has any outstanding.

45. *We note your reference to one vote per share in section 2.10 of your bylaws filed as exhibit 3.3. We also note the ability of your Board to amend your bylaws per section 10.01 of exhibit 3.3. If your board can change the voting power of outstanding shares, please say so clearly here, highlight the issue in your prospectus summary, and add an appropriate risk factor.*

Under Nevada corporate law, a change to the voting power of outstanding shares would need to be made by amending the articles of incorporation, which requires shareholder approval. So any amendment to the bylaws by the directors that purported to make any such change would be ineffective.



Other Information, page 26

46. *Your disclosure may not be qualified by reference to statutes. Please revise.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change to delete the references to statutes.

Disclosure of Commission Position, page 26

47. *Please reconcile the statement in the first clause that under Nevada law a corporation may eliminate or limit a director's liability for breach of fiduciary duty with clause (a) of that paragraph.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change.

Report of Independent Public Accounting Firm, page F-17

48. *We note the audit report is limited to the financial statements for the fiscal year ended September 30, 2012. Please amend your filing to also include an auditor's report for the financial statements for the fiscal year ended September 30, 2011.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change by including the auditor's report for the financial statements for the fiscal year ended September 30, 2011.

Recent Sales of Unregistered Securities, page 29

49. *Please revise references to "services," "consulting services" and "advisory services" to provide more specific information regarding the nature of the consideration you received for the securities. Likewise, clarify the consideration you received when you say you issued shares under an "agreement" or "consulting agreement."*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change.

50. *Please demonstrate that you have included all information required in this section regarding the issuance of convertible debentures. Also, please demonstrate that you have reported in this section new securities resulting from the modification of outstanding securities as required by the last clause of the first paragraph of Regulation S-K Item 701.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change.

51. *Please avoid vague or partial names like “Asher,” “Mr. Gima” and “Coach” and, instead, clearly identify the purchaser.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change.

52. *For each transaction, please clarify briefly the facts relied upon to make available the cited exemption from registration under the Securities Act. For transactions that are integrated under Rule 502, please ensure that your disclosure of the facts relied upon to make available the cited exemption reflects the integration.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change.

Undertakings, page 33

53. *Please do not change the language of undertakings required by Regulation S-K Item 512. For example, we note the change you made to the language required by Regulation S-K Item 512(a)(5)(ii).*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change.

Exhibits

54. *Please tell us the purpose of filing two sets of Amended and Restated Articles of Incorporation and Bylaws. Also clarify which exhibit represents the current version of your Amended and Restated Articles of Incorporation and Bylaws.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change by filing the current Articles of Incorporation and referencing the current Bylaws only.

55. *Please file the agreements required by Regulation S-K Item 601(b)(2). For example, we note your references to RATlab and Javelin acquisitions in the registration statement.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change.

56. *Please note that, except for documents that you file in compliance with Regulation S-K Item 601(b)(2), the exhibits to your registration statement should include all schedules and attachments. Please file the attachments missing from exhibit 10.15, the exhibits missing from exhibit 10.23, and the March 25, 2013 exhibit and attachment mentioned in exhibit 10.21.*

The exhibits are our confidential roadmaps and future intellectual properties for our technology. They are the basis of our development work with Sumitomo Precision Products Co, Ltd. and include confidential and proprietary information. They are subject to a nondisclosure agreement as well.

57. *Refer to the leases mentioned on page 15 of your prospectus. Please tell us how you complied with Regulation S-K Item 601(b)(10)(ii)(D).*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change.

58. *Please file the October 5, 2011 financial consultant agreement mentioned on page 31. Also file your material credit facilities.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change.

59. *We note the consent of your current independent registered accounting firm refers to the financial statements for the fiscal years ended September 30, 2012 and September 30, 2011. However, the audit report referred to in the consent only reports on the financial statements for the fiscal year ended September 30, 2012. Please revise as appropriate.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change.

Exhibit 5.1

60. *Please reconcile the date of your Articles of Incorporation mentioned in exhibit 5.1 with the date in exhibit 3.4 of your exhibit index to this Form S-1.*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change.

61. *Please tell us the purpose of the second paragraph of the opinion given the clause in paragraph (b) of the opinion that states “when issued in accordance with the terms and conditions of the Series A Warrants.”*

The amended Registration Statement on Form S-1, which was filed with the SEC on August 16, 2013, reflects this change.

The registrant acknowledges that:

- the company is responsible for the adequacy and accuracy of the disclosure in the filings;
- staff comments or changes to disclosure in response to staff comments do not foreclose the Commission from taking any action with respect to the filings; and
- the company may not assert staff comments as a defense in any proceeding initiated by the Commission or any person under the federal securities laws of the United States.

Please contact me at (206) 903-1351 with any questions.

Sincerely,

/s/ Mark Scott

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Mark Scott, CFO  
Visualant, Incorporated

cc: Sally Brammel, Securities and Exchange Commission  
James F. Biagi, Jr., Fifth Avenue Law Group, PLLC