

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q/A

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2010

or

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

For the transition period from _____ to _____

Commission File Number 001-33216

OCULUS INNOVATIVE SCIENCES, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

68-0423298
(I.R.S Employer
Identification No.)

1129 N. McDowell Blvd.
Petaluma, CA 94954
(Address of principal executive offices) (Zip Code)

(707) 782-0792
Registrant's telephone number, including area code

Indicate by checkmark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (Section 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

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.

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of April 26, 2011, the number of shares outstanding of the registrant's common stock, \$0.0001 par value, was 26,576,302.

EXPLANATORY NOTE

Oculus Innovative Sciences, Inc. is filing this Amendment (the "Amendment") to its Quarterly Report on Form 10-Q/A for the quarter ending June 30, 2010, as originally filed with the Securities and Exchange Commission on August 5, 2010 (the "Original Report"), for the purpose of attaching a revised Exhibit 10.44, Amendment No. 3 to Revenue Sharing, Partnership and Distribution Agreement between the Registrant and Vetericyn, Inc., that includes certain information excluded from Exhibit 10.44 of the Original Filing on the basis of a confidential treatment request submitted by the Company in connection with the Original Report. This Amendment is an exhibit-only filing.

No revisions are being made to the Company's financial statements and, except as described above, this Amendment does not reflect events that occurred after the filing of the Original Report, or modify or update those disclosures that may be affected by subsequent events, and no other changes are being made to any other disclosure contained in the Original Report. Further, except for the changes to Exhibit 10.44, this Amendment does not otherwise update any exhibits as originally filed or previously amended.

In addition, as required by Rule 12b-15 under the Securities Exchange Act of 1934, as amended, new certifications by our principal executive officer and principal financial officer are filed herewith as exhibits to this Amendment.

Item 6. Exhibits

Exhibit Number	Description
3.1	Restated Certificate of Incorporation of Registrant (included as Exhibit 3.1 of the Company's Annual Report on Form 10-K for the year ended March 31, 2007, and incorporated herein by reference).
3.2	Amended and Restated Bylaws of Registrant, as amended effective on June 11, 2008 (included as Exhibit 3.2 to the Company's Annual Report on Form 10-K for the year ended March 31, 2008, and incorporated herein by reference).
4.1	Specimen Common Stock Certificate (included as Exhibit 4.1 to the Company's Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007, and incorporated herein by reference).
4.2	Warrant to Purchase Series A Preferred Stock of Registrant by and between Registrant and Venture Lending & Leasing III, Inc., dated April 21, 2004 (included as Exhibit 4.2 to the Company's Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007, and incorporated herein by reference).
4.3	Warrant to Purchase Series B Preferred Stock of Registrant by and between Registrant and Venture Lending & Leasing IV, Inc., dated June 14, 2006 (included as Exhibit 4.3 to the Company's Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007, and incorporated herein by reference).
4.4	Form of Warrant to Purchase Common Stock of Registrant (included as Exhibit 4.4 to the Company's Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007, and incorporated herein by reference).
4.5	Form of Warrant to Purchase Common Stock of Registrant (included as Exhibit 4.5 to the Company's Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007, and incorporated herein by reference).
4.6	Form of Warrant to Purchase Common Stock of Registrant (included as Exhibit 4.11 to the Company's Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007, and incorporated herein by reference).
4.7	Form of Warrant to Purchase Common Stock of Registrant (included as Exhibit 4.12 to the Company's Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007, and incorporated herein by reference).
4.8	Form of Warrant to Purchase Common Stock of Registrant (included as Exhibit 10.3 to the Company's Current Report on Form 8-K filed August 13, 2007, and incorporated herein by reference).
4.9	Form of Warrant to Purchase Common Stock of Registrant (included as Exhibit 4.1 to the Company's Current Report on Form 8-K filed March 28, 2008, and incorporated herein by reference).
4.10	Form of Common Stock Purchase Warrant for April 2009 offering (included as Exhibit 4.15 to the Company's Registration Statement on Form S-1 (File No. 333-158539) declared effective on July 24, 2009, and incorporated herein by reference).
4.11	Warrant issued to Dayl Crow, dated March 4, 2009 (included as Exhibit 4.16 to the Company's Annual Report on Form 10-K filed on June 11, 2009, and incorporated herein by reference).
4.12	Form of Common Stock Purchase Warrant for July 2009 offering, (included as Exhibit 4.15 to the Company's Registration Statement on Form S-1 (File No. 333-158539), as amended, declared effective on July 24, 2009, and incorporated herein by reference)
4.13	Warrant to Purchase Shares of Common Stock of Oculus Innovative Sciences, Inc., (Included as Exhibit 10.3 to the Company's Current Report on Form 8-K filed on May 6, 2010, and incorporated herein by reference).
10.1	Form of Indemnification Agreement between Registrant and its officers and directors (included as Exhibit 10.1 to the Company's Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007, and incorporated herein by reference).

- 10.2 Form of 2006 Stock Incentive Plan and related form stock option plan agreements (included as Exhibit 10.6 to the Company's Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007, and incorporated herein by reference).
- 10.3 Amended and Restated Investors Rights Agreement, effective as of September 14, 2006 (included as Exhibit 4.6 to the Company's Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007, and incorporated herein by reference).
- 10.4 Form of Promissory Note issued to Venture Lending & Leasing III, Inc. (included as Exhibit 4.7 to the Company's Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007, and incorporated herein by reference).
- 10.5 Form of Promissory Note (Equipment and Soft Cost Loans) issued to Venture Lending & Leasing IV, Inc. (included as Exhibit 4.8 to the Company's Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007, and incorporated herein by reference).
- 10.6 Form of Promissory Note (Growth Capital Loans) issued to Venture Lending & Leasing IV, Inc. (included as Exhibit 4.9 to the Company's Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007, and incorporated herein by reference).
- 10.7 Form of Promissory Note (Working Capital Loans) issued to Venture Lending & Leasing IV, Inc. (included as Exhibit 4.10 to the Company's Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007, and incorporated herein by reference).
- 10.8 Office Lease Agreement, dated October 26, 1999, between Registrant and RNM Lakeville, L.P. (included as Exhibit 10.7 to the Company's Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007, and incorporated herein by reference).
- 10.9 Amendment to Office Lease No. 1, dated September 15, 2000, between Registrant and RNM Lakeville L.P. (included as Exhibit 10.8 to the Company's Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007, and incorporated herein by reference).
- 10.10 Amendment to Office Lease No. 2, dated July 29, 2005, between Registrant and RNM Lakeville L.P. (included as Exhibit 10.9 to the Company's Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007, and incorporated herein by reference).
- 10.11 Amendment No. 3 to Lease, dated August 23, 2006, between Registrant and RNM Lakeville L.P. (included as Exhibit 10.23 to the Company's Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007, and incorporated herein by reference).
- 10.12 Amendment No. 4 to Lease, dated September 13, 2007, by and between Registrant and RNM Lakeville L.P. (included as Exhibit 10.43 to the Company's Annual Report on Form 10-K for the year ended March 31, 2008, and incorporated herein by reference).
- 10.13 Office Lease Agreement, dated May 15, 2005, between Oculus Technologies of Mexico, S.A. de C.V. and Antonio Sergio Arturo Fernandez Valenzuela (translated from Spanish) (included as Exhibit 10.10 to the Company's Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007, and incorporated herein by reference).
- 10.14 Office Lease Agreement, dated July 2003, between Oculus Innovative Sciences, B.V. and Artikona Holding B.V. (translated from Dutch) (included as Exhibit 10.11 to the Company's Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007, and incorporated herein by reference).
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- 10.15 Amendment to Office Lease Agreement, effective February 15, 2008, by and between Oculus Innovative Sciences Netherlands B.V. and Artikona Holding B.V. (translated from Dutch) (included as Exhibit 10.44 to the Company's Annual Report on Form 10-K for the year ended March 31, 2008, and incorporated herein by reference).
- 10.16 Form of Director Agreement (included as Exhibit 10.20 to the Company's Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007, and incorporated herein by reference).
- 10.17 Leasing Agreement, dated May 5, 2006, by and between Mr. Jose Alfonso I. Orozco Perez and Oculus Technologies of Mexico, S.A. de C.V. (included as Exhibit 10.22 to the Company's Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007, and incorporated herein by reference).
- 10.18 Stock Purchase Agreement, dated June 16, 2005, by and between Registrant, Quimica Pasteur, S de R.L., Francisco Javier Orozco Gutierrez and Jorge Paulino Hermosillo Martin (included as Exhibit 10.24 to the Company's Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007, and incorporated herein by reference).
- 10.19 Framework Agreement, dated June 16, 2005, by and among Javier Orozco Gutierrez, Quimica Pasteur, S de R.L., Jorge Paulino Hermosillo Martin, Registrant and Oculus Technologies de Mexico, S.A. de C.V. (included as Exhibit 10.25 to the Company's Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007, and incorporated herein by reference).
- 10.20 Mercantile Consignment Agreement, dated June 16, 2005, between Oculus Technologies de Mexico, S.A. de C.V., Quimica Pasteur, S de R.L. and Francisco Javier Orozco Gutierrez (included as Exhibit 10.26 to the Company's Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007, and incorporated herein by reference).
- 10.21 Partnership Interest Purchase Option Agreement, dated June 16, 2005, by and between Registrant and Javier Orozco Gutierrez (included as Exhibit 10.27 to the Company's Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007, and incorporated herein by reference).
- 10.22 Termination of Registrant and Oculus Technologies de Mexico, S.A. de C.V. Agreements with Quimica Pasteur, S de R.L. by Jorge Paulino Hermosillo Martin (translated from Spanish) (included as Exhibit 10.28 to the Company's Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007, and incorporated herein by reference).
- 10.23 Termination of Registrant and Oculus Technologies de Mexico, S.A. de C.V. Agreements with Quimica Pasteur, S de R.L. by Francisco Javier Orozco Gutierrez (translated from Spanish) (included as Exhibit 10.29 to the Company's Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007, and incorporated herein by reference).
- 10.24 Director Agreement, dated November 8, 2006, by and between Registrant and Robert Burlingame (included as Exhibit 10.34 to the Company's Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007, and incorporated herein by reference).
- 10.25† Exclusive Marketing Agreement, dated December 5, 2005, by and between Registrant and Alkem Laboratories Ltd (included as Exhibit 10.35 to the Company's Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007, and incorporated herein by reference).
- 10.26 Securities Purchase Agreement, dated August 7, 2007, by and between Registrant and purchasers identified on the signatures pages thereto (included as Exhibit 10.1 to the Company's Current Report on Form 8-K filed August 13, 2007, and incorporated herein by reference).
- 10.27 Registration Rights Agreement, dated August 7, 2007, by and between Registrant and purchasers identified on signatures pages thereto (included as Exhibit 10.2 to the Company's Current Report on Form 8-K filed August 13, 2007, and incorporated herein by reference).
- 10.28 Form of Securities Purchase Agreement, dated March 27, 2008, by and between Registrant and each investor signatory thereto (included as Exhibit 10.1 to the Company's Current Report on Form 8-K filed March 28, 2008, and incorporated herein by reference).
- 10.29 Purchase Agreement by and between Registrant and Robert Burlingame, dated January 26, 2009 (included as Exhibit 10.1 to the Company's Current Report on Form 8-K filed January 29, 2009 and incorporated herein by reference).
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- 10.30 Purchase Agreement by and between Registrant and Non-Affiliated Investors, dated January 26, 2009 (included as Exhibit 10.2 to the Company's Current Report on Form 8-K filed January 29, 2009 and incorporated herein by reference).
- 10.31 Revenue Sharing Distribution Agreement by and between Registrant and VetCure, Inc., dated January 26, 2009 (included as Exhibit 10.3 to the Company's Current Report on Form 8-K filed January 29, 2009 and incorporated herein by reference).
- 10.32 Purchase Agreement by and between Registrant and accredited investors, dated February 6, 2009 (included as Exhibit 10.1 to the Company's Current Report on Form 8-K filed February 9, 2009 and incorporated herein by reference).
- 10.33 Purchase Agreement by and between Registrant, Robert Burlingame and Seamus Burlingame, dated February 24, 2009 (included as Exhibit 10.4 to the Company's Current Report on Form 8-K filed February 27, 2009 and incorporated herein by reference).
- 10.34 Amendment to Revenue Sharing Distribution Agreement by and between Registrant and Vetericyn, Inc., dated February 24, 2009 (included as Exhibit 10.5 to the Company's Current Report on Form 8-K filed February 27, 2009 and incorporated herein by reference).
- 10.35 Agreement by and between Registrant and Robert C. Burlingame, dated April 1, 2009 (included as Exhibit 10.52 to the Company's Annual Report on Form 10-K filed on June 11, 2009 and incorporated herein by reference).
- 10.36 Microcyn U.S. Commercial Launch Agreement, by and between Registrant and Advocos, dated April 24, 2009 (included as Exhibit 10.53 to the Company's Current Report on Form 10-K filed on June 11, 2009 and incorporated herein by reference).
- 10.37 Amendment No. 5 to Lease by and between Registrant and RNM Lakeville, LLC, dated May 18, 2009 (included as Exhibit 10.54 to the Company's Current Report on Form 10-K filed on June 11, 2009 and incorporated herein by reference).
- 10.38 Engagement Agreement by and between Registrant and Dawson James Securities, Inc., dated April 10, 2009, (included as Exhibit 10.55 to the Company's Registration Statement on Form S-1 (File No. 333-158539), as amended, declared effective on July 24, 2009, and incorporated herein by reference).
- 10.39 Letter Agreement by and between Registrant and Dawson James Securities, Inc., dated July 2, 2009, (included as Exhibit 10.56 to the Company's Registration Statement on Form S-1 (File No. 333-158539), as amended, declared effective on July 24, 2009, and incorporated herein by reference).
- 10.40 Letter Agreement by and between Registrant and Dawson James Securities, Inc., dated July 10, 2009, (included as Exhibit 10.57 to the Company's Registration Statement on Form S-1 (File No. 333-158539), as amended, declared effective on July 24, 2009, and incorporated herein by reference).
- 10.41 Warrant Purchase Agreement by and between Registrant and Dawson James Securities, Inc., dated July 13, 2009, (included as Exhibit 10.58 to the Company's Registration Statement on Form S-1 (File No. 333-158539), as amended, declared effective on July 24, 2009, and incorporated herein by reference).
- 10.42 Loan and Security Agreement, dated May 1, 2010 between Oculus Innovative Sciences, Inc. and Venture Lending & Leasing V., Inc., (Included as Exhibit 10.1 to the Company's Current Report on Form 8-K filed on May 6, 2010, and incorporated herein by reference).
- 10.43 Supplement to the Loan and Security Agreement, dated as of May 1, 2010 between Oculus Innovative Sciences, Inc., and Venture Lending & Leasing V, Inc., (included as Exhibit 10.2 to the Company's Current Report on Form 8-K filed on May 6, 2010, and incorporated herein by reference).
- 10.44†† Amendment No. 3 to Revenue Sharing, Partnership and Distribution Agreement between the Registrant and Vetericyn, Inc.
- 31.1 Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- 31.2 Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- 32.1 Certification of Officers pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

† Confidential treatment has been granted with respect to certain portions of this agreement.

†† Confidential treatment has been requested with respect to certain portions of this agreement.

SIGNATURES

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

Oculus Innovative Sciences, Inc.

Date: April 29, 2011

By: /s/ Hojabr Alimi

Hojabr Alimi
Chairman of the Board of Directors and Chief
Executive Officer (Principal Executive Officer)

Date: April 29, 2011

By: /s/ Robert Miller

Robert Miller
Chief Financial Officer
(Principal Financial Officer)

**AMENDMENT NO. 3
TO
REVENUE SHARING, PARTNERSHIP AND DISTRIBUTION AGREEMENT**

This Amendment No. 3 ("Amendment No. 3") to the Revenue Sharing, Partnership and Distribution Agreement ("RSPDA") is entered into by and among Oculus Innovative Sciences, Inc., a Delaware corporation ("Oculus"), and Vetericyn, Inc. ("Vetericyn", and together with Oculus, the "Parties"), a California corporation, as of June 1, 2010, by and among the Parties.

RECITALS

A. Oculus and Vetericyn previously entered into that certain Revenue Sharing Distribution Agreement effective January 26, 2009, as amended by Amendment No. 1 dated February 24, 2009 and by Amendment No. 2 dated July 24, 2009 (collectively, the "Agreement").

B. The Parties wish to modify certain terms of the Agreement on the terms and subject to the conditions set forth in this Amendment No. 3.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and representations contained in this Amendment No. 3 and the RSPDA, as previously amended, the Parties hereto agree as follows:

1. Certain Sections of the Agreement shall be amended as follows:

(a) Section 1.1 shall be amended in its entirety to read as follows:

"Change in Control" shall mean (a) any consolidation or merger of either party with or into any other corporation or other entity or person, or any other corporate reorganization, in which the stockholders of such party immediately prior to such consolidation, merger or reorganization, own less than fifty one percent (51%) of such party's voting power immediately after such consolidation, merger or reorganization, or any transaction or series of related transactions to which either is a party in which in excess of fifty percent (50%) of such party's voting power is transferred; or (ii) a sale, lease or other disposition of all or substantially all the assets of either party. A "Change in Control" shall not include transfers of equity or voting power of Distributor (i) by Robert C. Burlingame to his heirs or members of the Burlingame family ; (ii) between Robert C. Burlingame, his heirs and members of the Burlingame Family; or (iii) to any legal entity or trust in which Robert C. Burlingame, his heirs or members of the Burlingame Family maintain a fifty one percent (51%) ownership of the voting power, provided, however, that notwithstanding any of the foregoing transfers, Robert C. Burlingame, his heirs and members of the Burlingame family, either individually or through separate legal entities, shall maintain a fifty one percent (51%) or greater ownership of the voting power of the Distributor.

(b) Section 1.10 shall be amended in its entirety to read as follows:

1.10 "Territory" shall mean the United States of America, Canada, Puerto Rico, the People's Republic of China, Hong Kong, Taiwan, Japan, Korea, Singapore and Mexico. Pricing, payment terms and revenue sharing mechanisms for the United States, Canada and Puerto Rico shall be defined in Exhibit A of this Agreement. Pricing, payment terms and revenue sharing mechanisms for all countries in the Territory, excluding the United States, Canada and Puerto Rico, shall be defined in Exhibit B to this Agreement. The Territories may be amended, from time to time, to include new countries upon mutual written agreement by the Parties by amending Exhibit B.

(c) Section 3.3 Future Manufacturing Rights shall be amended in its entirety to read as follows:

3.3 []* Upon achieving a certificate of compliance under current Good Manufacturing Practices ("cGMP") to manufacture final finished medical devices under US Food and Drug Administration rules, then the Company shall []* with []* in good faith to allow the []* to []* of the []* in addition to its []* and []* of the []* will []* a []* within []* solely to []*. []* will further []* all []* and []* for a []* if deemed necessary by the parties, to []* and []* the []* within []*. Any potential []* that result from the []* of []*. For purposes of clarity, []* of []* will only occur upon written mutual agreement. Notwithstanding the foregoing, the []* that []* of []* shall []* within a reasonable period of time once []* meets []* with an intended target date of []* or sooner.

(d) Section 4.5 Branding of Solution shall be amended in its entirety to read as follows:

4.5 Branding of Products. Distributor shall have the right to market and label the Solutions using the "VETERICYN" brand within the Territories pursuant to a license of the VETERICYN trademark from Innovacyn, Inc.

* Confidential material redacted and separately filed with the Commission

(e) Section 5.1 Ownership of Company's IP shall not apply to the VETERICYN trademark as a result of the transfer of such trademark to Innovacyn, Inc. Furthermore, the following sentence shall be added to the end of Section 5.1: "Distributor shall have reasonable access to the Company's IP as necessary to carry out its rights and obligations under this Agreement, but subject to the requirements of this Section 5 and Section 8."

(f) Section 9.2 Termination for Cause shall be amended in its entirety to read as follows:

9.2 Termination.

For Cause. Either party will have the right to terminate this Agreement for cause upon sixty (60) days written notice to the other party of a material breach of this Agreement by the other party that remains uncured during such sixty (60) day period. Notwithstanding the foregoing, in the event that a party is late in making any payment when due, the party which is due the funds shall have the right to charge interest at the maximum annual legal rate from the date when due.

(g) A new Section 10.4 shall be added in its entirety to read as follows:

10.4 Change of Control at Distributor. This Agreement may be assigned by the Distributor upon a Change of Control at the Distributor, so long as the assignee agrees in writing to be bound by the terms of this Agreement. Upon a Change of Control at the Distributor, the rights and obligations under Sections 3.3 and 10.3 of this Agreement will terminate and no longer be in force and effect. Upon a Change of Control at the Distributor, the Company may, at its own discretion and expense, remove any and all manufacturing equipment at Distributor's locations(s) that is owned by the Company at any time for any reason. Upon a Change of Control at the Distributor, on an annual basis the Distributor will present a written forecast of sales and expenses for the following twelve (12) months ("Forecast") for mutual review and approval by the parties. Upon agreement of the Forecast, any increase in expenses above and beyond the Forecast on a quarterly basis which results in a decrease in the profit margin of the Products of twenty (20%) or more will require mutual written agreement prior to the increased spending.

2. Exhibit A. Exhibit A to the RSPDA is amended in its entirety by the “Exhibit A to Revenue Sharing Distribution Agreement and to Revenue Sharing, Partnership and Distribution Agreement, as Revised and Amended June 17, 2010” which is attached hereto and incorporated herein by this reference.

3. Exhibit B. The new Exhibit B to the RSPDA is attached hereto and incorporated herein by this reference

4. Conflict. In the event of any conflict between the provisions of this Amendment No. 3 (including the revised Exhibit A and Exhibit B) and the provisions of the RSPDA, as previously amended, the provisions of this Amendment No. 3 shall prevail and the provisions of the RSPDA, as previously amended, shall be deemed modified by this Amendment No. 3 as necessary to resolve such conflict.

5. Effect of Amendment. Except as expressly amended by this Amendment No. 3 and/or by the preceding sentence, the terms and provisions of the RSPDA, as previously amended, shall continue in full force and effect.

Signature page follows

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to be effective as of June 1, 2010.

OCULUS INNOVATIVE SCIENCES, INC.

By: /s/ Jim Schutz
Name: Jim Schutz
Title: Chief Operating Officer

VETERICYN, INC.

By: /s/ Richard E. Jones
Name: Richard E. Jones
Title: Chief Financial Officer

EXHIBIT A
TO
REVENUE SHARING DISTRIBUTION AGREEMENT
AND TO
REVENUE SHARING, PARTNERSHIP AND DISTRIBUTION AGREEMENT

REVISED AND AMENDED June 1, 2010

REVENUE VOLUME, REVENUE SHARING AND PRICING SCHEDULE
FOR VETERICYN AND PURACYN

This Revised and Amended Exhibit A shall supersede and replace all prior versions of Exhibit A to both the Revenue Sharing Distribution Agreement and the Revenue Sharing, Partnership and Distribution Agreement.

AVAILABLE PRODUCTS:

Vetericyn: all products

Wound Care OTC ("Puracyn"):

Human wound care formulation, up to 85 ppm of free available chlorine, both in gel and liquid form, for the over-the-counter sale. In this Exhibit A, the "Puracyn" refers to the Oculus wound care OTC product. For purposes of clarity, Products shall not include prescription indications, including liquids, gels, ointments or other formulations of this device for sale by or on the order of a licensed healthcare practitioner. Wound Care with Preservatives, OTC

- o 8 ounce trigger spray or 250 ml squeezable
- Skin & Woundcare HydroGel, OTC
 - o 1.5

NEW PRODUCTS:

From time to time, the Parties may introduce new products with Microcyn Technology and/or new packaging. Any such new products with Microcyn Technology and/or packaging shall be subject to a similar revenue sharing mechanism as described below.

PRICING:

The parties agree to work in good faith to set mutually agreeable wholesale, retail and end purchase price points for the Products.. Unless agreed upon in advance in writing by the parties, in no event are the Puracyn Product price points to be less than the Company's list prices for comparable prescription products. Unless agreed upon in advance in writing by the parties, in no event are the Puracyn Product prices sold to distributors to be less than (a) []* of the Company's listed prescription prices or (b) []* per unit.

MINIMUM SALES REVENUE FOR WOUND CARE OTC PER CONTRACT YEAR (The contract year commences on the effective date of Agreement through the anniversary date thereof):

Year ending 2011:	\$ []*
Year ending 2012:	\$ []*
Year ending 2013:	\$ []*
Year ending 2014:	\$ []*
Year ending 2015:	\$ []*
Year ending 2016:	\$ []*
Year ending 2017:	\$ []*
Year ending 2018:	\$ []*
Year ending 2019:	\$ []*
Year ending 2020:	\$ []*

REVENUE SHARING & PRICING (IN \$USD):

Summary of Revenue Sharing

In concept, Oculus and Innovacyn, Inc. ("IVC") will share equally in revenue after subtracting (1) an agreed upon amount per unit cash payment to Oculus by IVC ("Oculus Base Price – Vetericyn" and "Oculus Base Price – Puracyn"), (2) an offsetting expense per unit price deduction for IVC ("Vetericyn Base Price" and "Puracyn Base Price") and (3) []* for manufacturing costs, which shall be increased at the end of each year starting 6/1//11 by the increase, if any, in the CPI. However, this revenue sharing does not start until IVC achieves cumulative and sustained profitability, which includes the recapture of all losses associated with and operating expenses incurred between January 1, 2009 and June 30, 2011 ("Ramp Up Period"). As of June 30, 2011, the Ramp Up Period will end and IVC will pay Oculus revenue sharing without regard to IVC cumulative profitability.

* Confidential material redacted and separately filed with the Commission

DEFINED TERMS FOR CALCULATIONS

Innovacyn, Inc. (“IVC”) is the operating unit selling Vetericyn and Puracyn, and is controlled by the Burlingame family.

Oculus Base Price – Vetericyn (“OBPV”) is []* per Units Sold, regardless of unit size. (OBPV is paid regardless of Vetericyn’s operating results.) In the event that specific products or product sizes, whether existing or new, are individually priced at a level below []* NRV, as hereinafter defined, divided by the related number of units sold and if mutually agreed upon in advance, then OBPV for that specific product shall be limited to a maximum of []* of the Net Revenue per unit from sales of that specified product instead of []* per unit.

Oculus Base Price - Puracyn (“OBPP”) is []* per Units Sold of liquid Product and []* per Units Sold of the gel Product, []* (OBPP is paid regardless of Vetericyn’s operating results.), *provided, however*, that

(a) if Oculus cost is reduced below []* for liquid and []* for gel, then the []* and []* will be reduced as well by a like amount; and

(b) when IVC starts bottling and labeling the product, the OBPP will become []* per Units Sold for both liquid and gel. In the event that specific products or product sizes, whether existing or new, are individually priced at a level below []* NRP, as hereinafter defined divided by the related number of units sold, and if mutually agreed upon in advance, then OPBP for that specific product shall be limited to a maximum of []* of the Net Revenue per unit from sales of that specific product instead of the []* per unit.

Vetericyn Base Price (“VBP”) is []* per Units Sold. Commencing October 1, 2011, and annually thereafter during the Term, VBP shall be increased by the percentage increase, if any, in the Consumer Price Index – All Urban Consumers (West) over the preceding twelve month period. In the event that specific products or product sizes, whether existing or new, are individually priced at a level below []* NRV, as hereinafter defined, divided by the related number of units sold and if mutually agreed upon in advance, then VBP for that specific product shall be limited to a maximum of []* of the Net Revenue per unit from sales of that specific product instead of []* per unit.

Puracyn Base Price (“PBP”) is []* per Units Sold. Commencing October 1, 2011, and annually thereafter during the Term, PBP shall be increased by the percentage increase, if any, in the Consumer Price Index – All Urban Consumers (West) over the preceding twelve month period. In the event that specific products or product sizes, whether existing or new, are individually priced at a level below []* NRP, as hereinafter defined divided by the related number of units sold, and if mutually agreed upon in advance, then PBP for that specific product shall be limited to a maximum of []* of the Net Revenue per unit from sales of that specific product instead of the []* per unit.

* Confidential material redacted and separately filed with the Commission

Net Revenue – Vetericyn (“NRV”) is gross revenue *less* (1) discounts, (2) allowances, (3) shipping costs (including order fulfillment costs) and (4) markups netted against sales amounts to independent representatives, dealers and distributors including payments of fees and/or commissions to outside service company sales partners, *unless* such markups are included as expenses.

Net Revenue – Puracyn (“NRP”) is gross revenue *less* (1) discounts, (2) allowances, (3) shipping costs (including order fulfillment costs) and (4) markups netted against sales amounts to independent representatives, dealers and distributors including payments of fees and/or commissions to outside service company sales partners, *unless* such markups are included as expenses.

Total Net Revenue (“TNR”) is Net Revenue – Vetericyn (NRV) *plus* Net Revenue – Puracyn (NRP).

Net Average Sales Price - Vetericyn (“ASPV”) is Net Revenue – Vetericyn (NRV) *divided* by the number of Units Sold - Vetericyn. It is calculated on all sales.

Net Average Sales Price - Puracyn (“ASPP”) is Net Revenue – Puracyn (NRP) *divided* by the number of Units Sold - Puracyn. It is calculated on all sales.

Units Sold - Vetericyn (“USV”) is the number of bottles, tubes or other form of container sold to customers, excluding the number of sample/promotional units distributed.

Units Sold - Puracyn (“USP”) is the number of bottles, tubes or other form of container shipped to IVC and/or IVC customers, excluding sample/promotional units distributed. For a period of one year following execution of this Agreement, reasonable samples may be supplied by Distributor to customers to build market demand. After that initial one year period, the parties agree to work in good faith on an ongoing basis to review sampling programs to ensure maximum market penetration balanced cost efficiencies.

Cost of Manufacturing - Vetericyn is expenses directly related to the bottling and/or manufacturing of Vetericyn products, which includes, but is not limited to, cost of materials such as bottles, tubes and other containers, labels and solution, direct labor and benefits, and shipping costs not included as a deduction to revenue.

Cost of Manufacturing - Puracyn is amount paid to Oculus from IVC during the time Oculus is bottling and labeling. Once IVC starts bottling and labeling the product, it is the expenses directly related to the bottling and/or manufacturing of Puracyn products, which includes, but is not limited to, cost of materials such as bottles, tubes and other containers, labels and solution, direct labor and benefits, and shipping costs not included as an deduction to revenue.

Cost of Manufacturing - Shared is expenses directly related to the bottling and/or manufacturing of both Vetericyn and Puracyn products, which includes, but is not limited to, laboratory and expendable supplies, depreciation, repairs and maintenance, rent and utilities.

Selling Expenses - Shared are costs directly related to the sale and distribution of the Vetericyn and Puracyn products only, which includes, but is not limited to, salaries and related benefits, commissions and/or bonuses not included as a deduction of the ASP, supplies, postage, telephone, conferences, advertising, travel and marketing material. Expenses which are directly related to or can be properly and reasonably allocated to Vetericyn or Puracyn such as advertising or trade shows should be indicated accordingly.

General and Administrative Expenses are costs directly related to the sales and administration of the Vetericyn and Puracyn products, which includes, but is not limited to, salaries and benefits, legal fees, supplies, consulting, postage, insurance and bank charges. Expenses which are directly related to and can be properly and reasonably allocated to Vetericyn or Puracyn separately should be indicated accordingly.

Allocation of Expenses

Allocations of expenses will be mutually agreed upon on a quarterly basis.

Income Statements

IVC will provide monthly income statements to Oculus by the 15th business day following each month-end and forecasts of revenue and expenses for the next 12 months by 20th business day following each quarter-end in the format similar to the attached spreadsheet example of the revenue sharing formulas and calculations.

NET PROFIT AND COST CALCULATIONS

Net Profit (Loss) Before Oculus Base Price – Vetericyn (“OBPV”) and Oculus Base Price – Puracyn (“OBPP”) and Revenue Sharing (“NPBOR”) is Net Revenue (“TNR”) *minus* Cost of Manufacturing – Vetericyn, Cost of Manufacturing – Puracyn, Cost of Manufacturing - Shared, Selling Expenses - Shared and General and Administrative Expenses.

Net Profit (Loss) Before Revenue Sharing (“NPBR”) is equal to Net Profit Before Oculus Base Price – Vetericyn and Oculus Base Price – Puracyn and Revenue Sharing (“NPBOR”) *minus* Oculus Base Price – Vetericyn (“OBPV”) and Oculus Base Price – Puracyn (“OBPP”) *unless* the Oculus Base Price for Vetericyn or Puracyn is already deducted as a cost of manufacturing.

Cumulative Net Profit (Loss) Before Revenue Sharing (“CNPBR”) is the monthly Net Profit Before Revenue Sharing (“NPBR”) *added together* from January 1, 2009 to the latest month end.

Innovacyn Manufacturing Cost per unit – Puracyn (“IMCP”) represents the direct cost of manufacturing, bottling and packaging the Wound Care OTC (Puracyn) liquid or gel, *including* direct raw materials and direct labor, and *excluding* all indirect labor, overhead costs or allocations, and is []* per Units Sold of Wound Care OTC (Puracyn). Commencing 6/1/2011 and annually thereafter, IMCP shall be increased by the percentage increase, if any, in the Consumer Price Index – All Urban Consumers (West) over the preceding twelve month period.

Innovacyn Manufacturing Cost per unit – Vetericyn (“IMCV”) represents the direct cost of manufacturing, bottling and packaging the Vetericyn liquid or gel, *including* direct raw materials and direct labor, and *excluding* all indirect labor, overhead costs or allocations, and is []* per Units Sold of Vetericyn. Commencing 6/1/2011 and annually thereafter, IMCV shall be increased by the percentage increase, if any, in the Consumer Price Index – All Urban Consumers (West) over the preceding twelve month period.

Oculus Variable Manufacturing Cost (OVMC) per unit – Puracyn (“OVMCP”) is the direct cost of manufacturing, bottling and packaging the Puracyn liquid or gel, *including* direct raw materials and direct labor, and *excluding* all indirect labor, overhead costs or allocations, *divided* by the Units Sold of Puracyn, which has further not been reimbursed by Innovacyn to Oculus, and is limited to no more than []* per Units Sold.

Oculus Variable Manufacturing Cost (OVMC) per unit – Vetericyn (“OVMCV”) is the direct cost of manufacturing, bottling and packaging the Vetericyn liquid or gel including direct raw materials and direct labor and excluding all indirect labor, overhead costs or allocations divided by the Units Sold of Vetericyn, which has further not been reimbursed by Innovacyn to Oculus, and is limited to no more than []* per Units Sold.

REVENUE SHARING CALCULATIONS

Revenue Sharing – Vetericyn (“RSV”) to each party is 50% of (Average Selling Price – Vetericyn (“ASPV”) *minus* (Oculus Base Price – Vetericyn (“OBPV”) plus the Vetericyn Base Price (“VBP”)) *minus* (the Innovacyn Manufacturing Cost-Vetericyn (“IMCV”)) *minus* the unreimbursed Oculus Variable Manufacturing Cost – Vetericyn (“OMVCV”))), *except* that (i) it does not begin until Cumulative Net Profit Before Revenue Sharing (“CNPBR”) is positive, and (ii) it applies only in months where Net Profit Before Revenue Sharing (“NPBR”) is positive.

* Confidential material redacted and separately filed with the Commission

Revenue Sharing – Puracyn (“RSP”) to each party is 50% of Average Selling Price – Puracyn (“ASPP”) *minus* (Oculus Base Price – Puracyn (“OBPP”) plus the Puracyn Base Price (“PBP”)) *minus* (the Innovacyn Manufacturing Cost-Puracyn (“IMCP”)) *minus* the unreimbursed Oculus Variable Manufacturing Cost – Puracyn (“OMVCP”), *except* that (i) it does not begin until Cumulative Net Profit Before Revenue Sharing (“CNPBR”) is positive, and (ii) it applies only in months where Net Profit Before Revenue Sharing (“NPBR”) is positive.

Oculus Shared Revenue – Vetericyn (“OSRV”) is Units Sold Vetericyn times 50% of Average Selling Price - Vetericyn *minus* (Oculus Base Price – Vetericyn plus Vetericyn Base Price) *minus* (Innovacyn Manufacturing Cost-Vetericyn *minus* the unreimbursed Oculus Variable Manufacturing Cost – Vetericyn), or Oculus Shared Revenue - Vetericyn = $USV \times 50\% \times ASPV - (OBPV+VBP) - (IMCV-OVMCV)$
except that:

1. If Cumulative Net Profit Before Revenue Sharing (“CNPBR”) is zero or negative, then Oculus Shared Revenue – Vetericyn (“OSRV”) is zero, or
2. If Net Profit Before Revenue Sharing (“NPBR”) is zero or negative, then Oculus Shared Revenue – Vetericyn (“OSRV”) is zero, or
3. If Oculus Shared Revenue – Vetericyn (“OSRV”) is greater than Cumulative Net Profit Before Revenue Sharing (“CNPBR”) for the month, then Oculus Shared Revenue – Vetericyn (“OSRV”) shall be equal to Cumulative Net Profit Before Revenue Sharing (“CNPBR”).
4. For periods beginning after June 30, 2011, Oculus Shared Revenue – Vetericyn (“OSRV”) will be paid regardless of exceptions 1, 2 & 3 mentioned above.

Oculus Shared Revenue – Puracyn (“OSRP”) is Units Sold - Puracyn times 50% of Averaging Selling Price – Puracyn *minus* (Oculus Base Price – Puracyn plus Puracyn Base Price) *minus* (Innovacyn Manufacturing Cost- Puracyn *minus* the unreimbursed Oculus Variable Manufacturing Cost - Puracyn), or Oculus Shared Revenue - Puracyn = $USP \times 50\% \times ASPP - (OBPP+PBP) - (IMCP-OVMCP)$
except that:

1. If Cumulative Net Profit Before Revenue Sharing (“CNPBR”) is zero or negative, then Oculus Shared Revenue – Puracyn (“OSRP”) is zero, or

2. If Net Profit Before Revenue Sharing (“NPBR”) is []*, then Oculus Shared Revenue – Puracyn (“OSRP”) is []*, or
3. If Oculus Shared Revenue – Puracyn (“OSRP”) is greater than Cumulative Net Profit Before Revenue Sharing (“CNPBR”) for the month, then Oculus Shared Revenue – Puracyn (“OSRP”) shall be equal to Cumulative Net Profit Before Revenue Sharing (“CNPBR”).
4. For periods beginning after June 30, 2011, Oculus Shared Revenue – Puracyn (“OSRP”) will be paid regardless of exceptions 1, 2 & 3 mentioned above.

PRO FORMA CALCULATIONS:

Attached to this Exhibit “A” is a schedule which sets forth the expenses related to the Vetericyn and Puracyn activities of Innovacyn. These formulas and calculations are supposed to represent those described in this agreement. If they are different, then they should be reconciled by both parties with the understanding that the intent is the written language of Exhibit A shall prevail.

MINIMUM ORDERS:

Minimum ordering quantity per purchase order to be placed with Oculus under this Agreement shall not be less than one full pallet per shipment and may be comprised of any combination of the product sizes noted above. For purposes of clarity and in an effort to maximize shipping efficiency, no partial pallet orders will be acceptable unless pursuant to replacement orders for warranty replacements.

REVIEW OF EXHIBIT “A”

The Parties agree to meet quarterly to review this Exhibit A, as amended, and any new product offerings in the veterinary market. The Parties further agree to work in good faith to study best locations for bottling and final finished manufacturing.

* Confidential material redacted and separately filed with the Commission

OCULUS INNOVATIVE SCIENCES, INC.

By: /s/ Robert E. Miller
Name: Robert E. Miller
Title: Chief Financial Officer
Date: 6/17/2010

VETERICYN, INC.

By: /s/ Richard E. Jones
Name: Richard E. Jones
Title: Chief Financial Officer
Date: 6/14/2010

INNOVACYN, INC.

By: /s/ Richard E. Jones
Name: Richard E. Jones
Title: Chief Financial Officer
Date: 6/14/2010

EXHIBIT B

TO

REVENUE SHARING, PARTNERSHIP AND DISTRIBUTION AGREEMENT

Available Products:

Vetericyn: all products

Applicable Territories:

China
Taiwan
Hong Kong
Japan
Korea
Singapore
Mexico

Definitions

“Net Revenue” is gross revenue in the Applicable Territories less (1) discounts, (2) allowances, (3) shipping costs (including order fulfillment costs) and (4) markups netted against sales amounts to independent representatives, dealers and distributors including payments of fees and/or commissions to outside service company sales partners, unless such markups are included as expenses.

Oculus Base Price - Vetericyn (“OBPV”) is []* per Units Sold, []*. (OBPV is paid regardless of Vetericyn’s operating results.) In the event that specific products or product sizes, whether existing or new, are individually priced at a level below []* NRV, as hereinafter defined, divided by the related number of units sold and if mutually agreed upon in advance, then OPBV for that specific product shall be limited to a maximum of []* of the Net Revenue per unit from sales of that specific product instead of []* per unit.

Vetericyn Base Price (“VBP”) is []* per Units Sold. Commencing October 1, 2011, and annually thereafter during the Term, VBP shall be increased by the percentage increase, if any, in the Consumer Price Index – All Urban Consumers (West) over the preceding twelve month period. In the event that specific products or product sizes, whether existing or new, are individually priced at a level below []* NRV, as hereinafter defined, divided by the related number of units sold and if mutually agreed upon in advance, then VBP for that specific product shall be limited to a maximum of []* of the Net Revenue per unit from sales of that specific product instead of []* per unit.

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Calculation of Revenue Sharing:

For the exclusive right to sell Vetericyn into the Applicable Territories, Innovacyn, Inc. will pay Oculus 50% of the Net Revenue sold to these Territories after the subtraction of (a) the sum of OBPV plus VBP, and (b) the number of units sold times []* per unit. The []* per unit will be increased by the CPI once at the end of each year starting 3/31/2011. The payments are due to Oculus within thirty days after the end of each month.

The following table represents the Minimum Sales Revenue Per Contract Year per country for the Vetericyn product in the respective countries:

COUNTRY	Registration Timeframe	Fiscal Year 3/31/2011	Fiscal Year 3/31/2012	Fiscal Year 3/31/2013	Fiscal Year 3/31/2014	Fiscal Year 3/31/2015
JAPAN	12-18 months	\$ []*	\$ []*	\$ []*	\$ []*	\$ []*
KOREA	6-12 months	\$ []*	\$ []*	\$ []*	\$ []*	\$ []*
HONG KONG	None	\$ []*	\$ []*	\$ []*	\$ []*	\$ []*
CHINA	None	\$ []*	\$ []*	\$ []*	\$ []*	\$ []*
TAIWAN	None	\$ []*	\$ []*	\$ []*	\$ []*	\$ []*
SINGAPORE	None	\$ []*	\$ []*	\$ []*	\$ []*	\$ []*
MEXICO	None	\$ []*	\$ []*	\$ []*	\$ []*	\$ []*
Total		\$ []*	\$ []*	\$ []*	\$ []*	\$ []*

Conversion to Non-Exclusivity for Failure to Meet Minimum Sales Revenue Per Contract Year. If Distributor fails to make sales of Available Products in an amount which is equal to or greater than Minimum Sales Revenue Per Contract Year for sales in any country included in the Applicable Territories, then Distributor shall have the option to become a non-exclusive distributor in that country. If at any time after the first two (2) Contract years, Distributor fails to make sales of Products in an amount which is equal to at least []* of the Minimum Sales Revenue Per Contract Year for sales in any country included in the Applicable Territories for two (2) consecutive contract years, then Company shall have the option of changing Distributor's status to a non-exclusive distributor in that country.

* Confidential material redacted and separately filed with the Commission

OCULUS INNOVATIVE SCIENCES, INC.

By: /s/ Robert E. Miller
Name: Robert E. Miller
Title: Chief Financial Officer
Date: 7/26/2010

VETERICYN, INC.

By: /s/ Richard E. Jones
Name: Richard E. Jones
Title: Chief Financial Officer
Date: July 26,2010

INNOVACYN, INC.

By: /s/ Seamus Burlingame
Name: Seamus Burlingame
Title: Executive Vice President
Date: 7/26/10

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)**

I, Hojabr Alimi, certify that:

1. I have reviewed this Amendment to the quarterly report on Form 10-Q/A of Oculus Innovative Sciences, Inc. for the quarter ended June 30, 2010;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's third fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 29, 2011

By: /s/ Hojabr Alimi
Hojabr Alimi
Chief Executive Officer

**CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)**

I, Robert Miller, certify that:

1. I have reviewed this Amendment to the quarterly report on Form 10-Q/A of Oculus Innovative Sciences, Inc. for the quarter ended June 30, 2010;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's third fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 29, 2011

By: /s/ Robert Miller
Robert Miller
Chief Financial Officer

**CERTIFICATION PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)**

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code), the undersigned officers of Oculus Innovative Sciences, Inc., a Delaware corporation (the "Company"), do hereby certify, to such officers' knowledge, that:

The Amendment to the Quarterly Report on Form 10-Q/A for the quarter ended June 30, 2010 (the "Form 10-Q/A") of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and the information contained in the Form 10-Q/A fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 29, 2011

By: /s/ Hojabr Alimi
Hojabr Alimi
Chief Executive Officer

Date: April 29, 2011

By: /s/ Robert Miller
Robert Miller
Chief Financial Officer
