

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 September 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.

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#### **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 September 30, 2010, as originally filed with the Securities and Exchange Commission on November 4, 2010 (the "Original Report"), for the purpose of attaching a revised Exhibit 10.44, Amendment No. 2 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.

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## Item 6. Exhibits

<b>Exhibit Number</b>	<b>Description</b>
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 3.1(ii) to the Company's Annual Report on Form 10-K for the year ended March 31, 2008, and incorporated herein by reference).
3.3	Amended and Restated Bylaws of the Registrant as Amended, effective November 3, 2010.
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	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).
4.11	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)
4.12	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).

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- 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).
  - 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).
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- 10.17 Leasing Agreement, dated May 5, 2006, by and between Mr. Jose Alfonzo 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 certain purchasers identified on the signatures pages thereto (originally filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed August 13, 2007, and refiled herewith to add signature pages of investors).
- 10.27 Registration Rights Agreement, dated August 7, 2007, by and between Registrant and certain purchasers identified on signatures pages thereto (originally filed as Exhibit 10.2 to the Company's Current Report on Form 8-K filed August 13, 2007, and refiled herewith to add signature pages of investors).
- 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).
- 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 certain accredited investors, dated February 6, 2009 (originally filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed February 9, 2009, and refiled herewith to add investor lists and signature pages of investors).
- 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. 2 to Revenue Sharing, Partnership and Distribution Agreement between the Registrant and Vetericyn, Inc., dated July 24, 2009.
- 10.45†† Amendment No. 3 to Revenue Sharing, Partnership and Distribution Agreement between the Registrant and Vetericyn, Inc. dated June 1, 2010 (Included as Exhibit 10.44 to the Company's Quarterly Report on Form 10-Q filed on August 5, 2010 and incorporated herein by reference).
- 10.46†† Amendment No. 1 to Exhibit A to the Revenue Sharing Distribution Agreement and to the Revenue Sharing, Partnership and Distribution Agreement as Revised and Amended, June 1, 2010, dated September 1, 2010.
- 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.

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## 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)

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**AMENDMENT NO. 2  
TO  
REVENUE SHARING, PARTNERSHIP AND DISTRIBUTION AGREEMENT**

This Amendment No. 2 (“Amendment No. 2”) 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 July 24, 2009, 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.

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. 2.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and representations contained in this Amendment No. 2 and the RSPDA, as previously amended, the Parties hereto agree as follows:

1. Section 10.3 Change of Control shall be amended in its entirety to read as follows:

10.3 Change of Control. Within sixty (60) days of a Change in Control at the Company, and notwithstanding any provision of this Agreement to the contrary, including without limitation Section 3.3, Distributor may elect at its own expense, to immediately transfer (by way of a non-exclusive license) one or more of the Company’s manufacturing lines that produce the Vetericyn formula for the Solutions. Upon the election to transfer, Distributor would have the exclusive right to manufacture and Package Vetericyn or any derivative thereof, in the Market during the Term. Upon such election by Distributor, the Revenue Sharing feature of this Agreement shall be terminated, and in consideration, the Company, or its successors, would receive a one-time, nonrefundable payment for the manufacturing lines(s) on a mutually agreed upon price, in any event not to exceed the Company’s original cost for such manufacturing lines(s) and a perpetual ten (10%) royalty on net sales related to the sales of Vetericyn or any derivative product thereof, for the Term. Upon receipt of payment by Company from Distributor, Company shall issue a bill of sale to Distributor transferring title of the manufacturing line(s) to Distributor. The Company, or its successors, would agree to provide, at Distributor’s expense, commercially reasonable technical assistance to Distributor to facilitate the transfer process.

2. Exhibit A. Exhibit A to the RSPDA is amended in its entirety by Exhibit A – Revised 7/24/09 attached hereto.

3. Conflict. In the event of any conflict between the provisions of this Amendment No. 2 and the provisions of the RSPDA, as previously amended, the provisions of this Amendment No. 2 shall prevail and the provisions of the RSPDA, as previously amended, shall be deemed modified by this Amendment No. 2 as necessary to resolve such conflict.

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4. Effect of Amendment. Except as expressly amended by this Amendment No. 2 and/or by the preceding sentence, the terms and provisions of the RSPDA, as previously amended, shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to be effective as of July 24, 2009.

**OCULUS INNOVATIVE SCIENCES,  
INC.**

**VETERICYN, INC.**

By: /s/Jim Schutz  
Name: Jim Schutz  
Title: General Counsel

By: /s/Robert Burlingame  
Name: Robert Burlingame  
Title: Chief Executive Officer

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EXHIBIT A

PRODUCTION VOLUME QUANTITY AND PRICING SCHEDULE

AS AMENDED JULY 24, 2009

**Available Vetericyn bottle sizes:**

240 ml, 500 ml, 1 gallon, 5 liters

**New Products:**

From time to time, the Parties may introduce new products and packaging, as described in Section 1.8. Any such new products and/or packaging shall be subject to a similar revenue sharing mechanism as described below.

**Revenue Sharing & Pricing (in \$USD):**

**Definitions:**

Oculus Base Price ("OBP") is [ ]\* per Bottles Sold, regardless of bottle Size. (OBP is paid regardless of Vetericyn's operating results.)

Vetericyn Base Price ("VBP") is [ ]\* per Bottles Sold.

Net Revenue is gross revenue less (1) discounts, (2) allowances, (3) shipping costs, and (4) incentive markups to independent representatives, dealers and distributors.

Net Average Sales Price ("ASP") is Net Revenue divided by the number of Bottles Sold plus the number of sample/promotional bottles distributed. It is calculated on all sales.

Bottles Sold is the number of bottles sold to customers, excluding the Number of sample/promotional bottles distributed.

Cost of Manufacturing is expenses directly related to the manufacturing of Vetericyn products, which includes cost of materials such as bottles, labels and solution, direct labor and benefits, shipping, laboratory and expendable supplies, depreciation, repairs and maintenance, rent and utilities directly related to the manufacturing.

Selling Expenses are costs directly related to the sale and distribution of the Vetericyn products only, which includes salaries and related benefits, commissions not included as a deduction of the ASP, supplies, postage, telephone, conferences, advertising, travel and marketing material.

\* Confidential material redacted and separately filed with the Commission

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General and Administrative Expenses are costs directly related to the sales and administration of the Vetericyn products, which includes salaries and benefits, legal fees, supplies, consulting, postage, insurance and bank charges.

Allocations of expenses will be mutually agreed upon.

Calculations and Definitions:

Net Profit (Loss) Before OBP and Revenue Sharing ("NPBOR") is Net Revenue minus Cost of Manufacturing, Selling Expenses and General and Administrative Expenses.

Net Profit (Loss) Before Revenue Sharing ("NPBR") is NPBOR minus OBP.

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

Revenue Sharing ("RS") to each party is 50% of ASP – (OBP+VBP), but does not begin until CNPBR is positive and it applies only in months where NPBR is positive.

Oculus Shared Revenue ("OSR") is 50% of ASP – (OBP+VBP), except that:

1. If CNPBR is zero or negative, then OSR is zero, or
2. If NPBR is zero or negative, then OSR is zero, or
3. If OSR is greater than CNPBR for the month, then OSR shall be equal to CNPBR.

**Minimum Order:**

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.

The Parties agree to meet at least once per year 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.

**Above prices are DDP, Delivered Duty Paid, from Oculus' manufacturing plant in Zapopan, Mexico, to Vetericyn's warehouse in Rialto, California.**

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**VETERICYN,  
INC**

**CONFIDENTIAL**

**Operating  
Projection** Oculus  
Base Price  
(OBP) =  
\$[ ]\* /  
Bottle (Paid  
regardless  
of Vetericyn  
operating  
results.)

**2009-2010** Vetericyn  
Base Price  
(VBP) =  
\$[ ]\* /  
Bottle

**Exhibit A  
Attachment  
- 7/24/09** Net Average  
Sales Price  
(ASP) =  
Average  
Selling Price  
less  
discounts  
and  
allowances,  
shipping  
(Calculated  
on all sales,  
including  
sales  
to/through  
Independent  
Reps,  
Dealers,  
Distributors  
and  
Internet  
sales. Net  
ASP is after  
deduction of  
incentive  
markups on  
sales  
to/through

Independent  
Reps,  
Dealers and  
Distributors.)

Revenue  
Sharing at  
50% to each  
party  
calculated  
on Net ASP  
- (OBP +  
VBP)  
(Revenue  
Sharing  
begins only  
after  
Vetericyn is  
operating  
profitably on  
a cumulative  
basis and  
applies  
only in  
months  
where  
Vetericyn  
operated  
profitably.)



Misc. Total G & A Expense	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
<b>Net Profit (Loss) Before OBP and Revenue Sharing</b>	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
OBP (Oculus Base Price)	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
<b>Net Profit (Loss) Before Revenue Sharing</b>	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
<b>Cumulative Net Profit (Loss) Before Revenue Sharing</b>	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
<b>Revenue Sharing</b>														
VBP (Vetericyn Base Price)	[ ]*													
Oculus Shared Revenue = 50% x (ESP - (OBP+VBP))									[ ]*	[ ]*				
Limited to Net Profit Before Revenue Sharing									[ ]*	[ ]*	[ ]*			
<b>Net Profit - Vetericyn</b>	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
<b>Net Cash Flow - Oculus</b>	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*

\* Confidential material redacted and separately filed with the Commission



**VETERICYN, INC**  
**Operating Projection**  
**2009-2010**  
**Exhibit A Attachment - 7/24/09**

		2010												Total	
		Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	2010
		Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10		
<b>Bottles Sold:</b>	Net ASP / Bottle	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
<b>Revenue:</b>															
Sales															
Less: Returns & Allowances		[ ]**	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Less: Cash Discounts		[ ]**	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Net Revenue		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	
<b>Cost of Manufacturing:</b>															
Vetericyn Base Cost / Bottle															
Materials - Bottling & Packaging		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Shipping (UPS Ground - netted from ASP above)		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Lab Supplies		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Freight-In		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Direct Labor (#6)		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Employee Benefits (included above)		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Depreciation Expense		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Repairs & Maintenance		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Expendable Supplies		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Rent		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Utilities		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Total Cost of Sales		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
<b>Selling Expense:</b>															
Salaries - Sales		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Employee Benefits (included in Wages)		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Other Temporary Labor		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Commission (in-house sales reps)		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Marketing Expense		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Samples		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Office Supplies		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Postage		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Dues & Subscriptions		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Telephone		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Conference & Seminars		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Advertising - Print		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Advertising - TV		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Travel		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Auto		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Meals & Entertainment		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Trade Shows		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Credit Card Fees		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Brochures & Printing		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Total Selling Expense		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
<b>Gen'l &amp; Admin Expense:</b>															
Salaries - Administration		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Legal Fees		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Sales Tax		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Office Supplies		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Rent		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Permits & Licenses		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Consulting		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Postage		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Telephone		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Donations		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Bank Charges		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Business Insurance		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Office Machines		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Misc		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Total G & A Expense		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
<b>Net Profit (Loss) Before OBP and Revenue Sharing</b>		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
OBP (Oculus Base Price)		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
<b>Net Profit (Loss) Before Revenue Sharing</b>		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
<b>Cumulative Net Profit (Loss) Before Revenue Sharing</b>		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
<b>Revenue Sharing</b>															
VBP (Vetericyn Base Price)		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Oculus Shared Revenue = 50% x (ESP-(OBP+VBP))		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
Limited to Net Profit Before Revenue Sharing		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
<b>Net Profit - Vetericyn</b>		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*
<b>Net Cash Flow - Oculus</b>		[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*	[ ]*

\* Confidential material redacted and separately filed with the Commission



**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 September 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.

By: /s/ Hojabr Alimi

Hojabr Alimi  
Chief Executive Officer

Date: April 29, 2011

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**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 September 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

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**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 September 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

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