TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336741

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lion Apparel, Inc.		03/17/2015	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Lion Group, Inc.
Street Address:	7200 Poe Avenue, Suite 400
City:	Dayton
State/Country:	OHIO
Postal Code:	45414
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	77318779	
Serial Number:	74707971	WATER GUARD
Serial Number:	76458763	AMERICAN HERITAGE
Serial Number:	74379820	ARAFLO
Serial Number:	73117475	BODY GUARD
Serial Number:	73709997	
Serial Number:	77167646	BULLEX
Serial Number:	77713536	CB-XIT
Serial Number:	76608101	COMMANDO
Serial Number:	77252036	EXHALE SRS
Serial Number:	75072479	FREEDOM
Serial Number:	77167687	HOTSHOT
Serial Number:	76378578	ISODRI
Serial Number:	73817338	JANESVILLE
Serial Number:	76458762	LEGACY
Serial Number:	76458740	LIBERATOR
Serial Number:	78742208	LIBERTY
Serial Number:	76556736	LION
Serial Number:	72344120	LION

OP $665.00 77318779

Property Type	Number	Word Mark
Serial Number:	85694705	LION
Serial Number:	73817385	PERSONAL PROTECTION COUNCIL
Serial Number:	86065652	READY FOR ACTION
Serial Number:	77167667	SMARTEXTINGUISHER
Serial Number:	75906610	TOTALCARE
Serial Number:	78536896	V-FIT
Serial Number:	78536880	V-FORCE

CORRESPONDENCE DATA

Fax Number: 9374436635

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 9374436600

Email: trademarks@thompsonhine.com

Correspondent Name: Susan M. Oiler

Address Line 1: 10050 Innovation Drive Suite 400

Address Line 4: Dayton, OHIO 45342-4934

ATTORNEY DOCKET NUMBER:	520219-00274
NAME OF SUBMITTER:	Susan M. Oiler
SIGNATURE:	/Susan M. Oiler/
DATE SIGNED:	03/31/2015

Total Attachments: 6

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AMENDED AND RESTATED TRADEMARK ASSIGNMENT AGREEMENT

This AMENDED AND RESTATED TRADEMARK ASSIGNMENT AGREEMENT (this "TM Assignment"), effective as of December 31, 2014, (the "Effective Date"), is made by and between:

LION APPAREL, INC., an Ohio corporation ("Assignor") having a place of business at 7200 Poe Avenue, Suite 400, Dayton, OH 45414; and

LION GROUP, INC., an Ohio corporation ("Assignee") having a place of business at 7200 Poe Avenue, Suite 400, Dayton, OH 45414.

RECITALS:

WHEREAS, the Assignor owns the entire right, title and interest in and to the trade names, trademarks, trademark registrations, domain names and trademark applications set forth on Schedule A, attached hereto and made a part hereof (collectively the "Transferred Intellectual Property").

WHEREAS, the Assignor desires to assign and transfer to the Assignee its entire right, title and interest in and to the Transferred Intellectual Property, together with all goodwill related thereto (the "Goodwill"), including but not limited to, any right, title and interest that the Assignor may have in any current unpaid and future royalties related to the licensing of the Transferred Intellectual Property to other parties (the "Royalties").

WHEREAS, the Assignee desires to accept from the Assignor the assignment and transfer of Assignor's entire interest in and to the Transferred Intellectual Property, including but not limited to the Goodwill and the Royalties.

WHEREAS, the Trademark Assignment Agreement executed on December 31, 2014 by and between Assignor and Assignee to give effect to the foregoing recitals contained certain errors, which the parties herein desire to correct.

CONSIDERATION:

NOW THEREFORE, for $1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, do hereby agree that the Trademark Assignment Agreement executed on December 31, 2014 shall be amended and restated as follows:

1. The foregoing recitals are hereby made a part of this Agreement.

2. Assignment. The Assignor hereby assigns and transfers to the Assignee, its successors and assigns, and the Assignee hereby accepts the transfer and assignment of, any and all of the Assignor's legal interest in and to the Transferred Intellectual Property including, without limitation the following: (i) all Goodwill associated therewith and symbolized thereby, (ii) all common law rights embodied therein in the United States and countries foreign thereto, (iii) all Royalties associated therewith; (iv) all past and present claims, suits, causes of action and other sums associated therewith related to infringement or other unauthorized use of the

Transferred Intellectual Property, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made; and (v) the applications, registrations therefor and any renewals thereof, as applicable, in the United States and countries foreign thereto.

3. Further Assurances. For the above consideration, Assignor agrees promptly upon request of Assignee, its successor or assigns, to execute and deliver without further compensation any additional papers, or to perform any additional acts, which may be reasonably necessary or desirable to fully secure to Assignee, its successors and assigns, the Transferred Intellectual Property and any rights therein, in the United States and in any country foreign thereto. If for any reason Assignee is unable, after reasonable effort, to secure Assignor's signature on any document needed to procure or perfect Assignee's interest in any of the Transferred Intellectual Property, Assignor hereby appoints Assignee as its attorney in fact with full power of substitution on behalf of Assignor and for the benefit of Assignee, to execute any additional documentation and perform any additional acts relating to the Transferred Intellectual Property, to effect recordation or registration of the Transferred Intellectual Property, and to effect recordation or registration of this assignment.

4. Governing Law. This TM Assignment shall be exclusively governed by and construed in accordance with the laws of the State of Ohio without regard to Ohio's principles of conflicts of law.

5. Counterparts. This TM Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. Entire Agreement. This TM Assignment, together with all exhibits and schedules hereto, constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, each party has caused this Trademark Assignment to be executed by its duly authorized representative.

LION APPAREL, INC.

By: _____

Name: Andrew G. Schwartz

Title: Secretary, Corporate Counsel, & Chief Procurement Officer

Date: 3/17/2015

State of Ohio)
County of Montgomery) ss:

I hereby certify that the foregoing Trademark Assignment Agreement was acknowledged before me this 17th day of MARCH, 2015, by ANDREW G SCHWARTZ as SECRETARY, CORP COUNSEL & CPO of Lion Apparel, Inc., on behalf of said company.

Linda A. Lewis
Notary Public

LION GROUP, INC.

By: _____

Name: Andrew G. Schwartz

Title: Secretary, Corporate Counsel, & Chief Procurement Officer

Date: 3/17/2015

State of Ohio)
County of Montgomery) ss:

I hereby certify that the foregoing Trademark Assignment Agreement was acknowledged before me this 17th day of MARCH, 2015, by ANDREW G SCHWARTZ, as SECRETARY, CORP COUNSEL + CPO of Lion Group, Inc., on behalf of said company.

Linda A. Lewis
Notary Public

NOTARY PUBLIC STATE OF OHIO

804340.2

LINDA A. LEWIS, Notary Public
In and for the State of Ohio
My Commission Expires March 28, 2017

SCHEDULE A

Trademarks

Reference #	Country	Status	Application Number	File Date	Registration Number	Registration Date	Mark
520219-329AU1	AUSTRALIA	REGISTERED	916091	6/11/2002	916091	11/4/2002	ISODRI
520219-397WO1AU1	AUSTRALIA	REGISTERED	1215034	10/24/2007	944219	10/24/2007	BULLEX
520219-318CA1	CANADA	REGISTERED	1,165,326	1/20/2003	TMA678784	12/28/2006	AMERICAN HERITAGE
520219-327CA1	CANADA	REGISTERED	591,991	9/18/1987	TMA372913	9/7/1990	FLAME FIGHTER
520219-329CA1	CANADA	REGISTERED	1,144,934	6/25/2002	TMA601959	2/11/2004	ISODRI
520219-331CA1	CANADA	REGISTERED	1,165,327	1/20/2003	TMA614139	7/6/2004	LEGACY
520219-342CA1	CANADA	REGISTERED	1,165,325	1/20/2003	TMA646539	8/24/2005	LIBERATOR
520219-348CA1	CANADA	REGISTERED	0610865	7/8/1988	TMA376031	11/23/1990	PROTEC 18
520219-353CA1	CANADA	REGISTERED	1,219,859	6/10/2004	TMA689722	6/13/2007	THERMASHIELD
520219-354CA1	CANADA	REGISTERED	1,157,317	10/29/2002	TMA609876	5/10/2004	TOTALCARE
520219-332CA1	CANADA	REGISTERED	1332062	1/19/2007	TMA758143	1/27/2010	ULTIMATE
520219-397CA1	CANADA	REGISTERED	1368245	10/19/2007	TMA746573	8/31/2009	BULLEX
520219-344CN1	CHINA	REGISTERED	3712512	9/11/2003	3712512	5/7/2008	LION & DESIGN
520219-408WO1CN1	CHINA	PENDING	1168747	2/22/2013			LION & Updated Design
520219-344EC1	ECUADOR	REGISTERED	110604	1/17/2001	12520-01	7/11/2001	LION & DESIGN
520219-344EC2	ECUADOR	REGISTERED	110605	1/17/2001	12521-01	7/11/2001	LION & DESIGN
520219-329EU1	EUROPEAN UNION (CTM)	REGISTERED	002611366	3/5/2002	002611366	9/23/2003	ISODRI
520219-344EU1	EUROPEAN UNION (CTM)	REGISTERED	002393445	9/14/2001	002393445	2/5/2003	LION & DESIGN
520219-344EU2	EUROPEAN UNION (CTM)	REGISTERED	000667873	10/22/1997	000667873	4/10/2001	LION & DESIGN
520219-345EU1	EUROPEAN UNION (CTM)	REGISTERED	001757780	7/5/2000	001757780	4/18/2002	LION TOTALCARE
520219-334WO1EU1	EUROPEAN UNION (CTM)	REGISTERED	1039369	5/13/2010	1039369	5/13/2010	V-FORCE
520219-408WO1EU1	EUROPEAN UNION (CTM)	REGISTERED	1168747	2/22/2013	1168747	2/22/2013	LION & Updated Design
520219-430EU1	EUROPEAN UNION (CTM)	REGISTERED	003342631	9/10/2003	003342631	11/17/2004	TARGA
520219-334DE1	GERMANY	REGISTERED	30530961.7	5/27/2005	30530961	6/27/2005	V-FORCE
520219-389HK1	HONG KONG	REGISTERED	302089459	11/18/2011	302089459	7/19/2012	LION INTERNATIONAL & Chinese Character Design
520219-329NZ1	NEW ZEALAND	REGISTERED	658684	6/11/2002	658684	10/7/2002	ISODRI

Reference #	Country	Status	Application Number	File Date	Registration Number	Registration Date	Mark
520219-344SG1	SINGAPORE	REGISTERED	5635724	9/13/2004	T04/15365E	9/13/2005	LION & DESIGN
520219-344SG2	SINGAPORE	REGISTERED	5635724	9/13/2004	T04/15368Z	9/13/2005	LION & DESIGN
520219-344SG3	SINGAPORE	REGISTERED	5635724	9/13/2004	T04/15369H	9/13/2005	LION & DESIGN
520219-344SG4	SINGAPORE	REGISTERED	5635724	9/13/2004	T04/15370A	9/13/2004	LION & DESIGN
520219-345SG1	SINGAPORE	REGISTERED	5635781	9/15/2004	T04/15487B	9/15/2004	LION TOTALCARE
520219-345SG2	SINGAPORE	REGISTERED	5635781	9/15/2004	T04/15488J	9/15/2004	LION TOTALCARE
520219-345SG3	SINGAPORE	REGISTERED	5635781	9/15/2004	T04/15489I	9/15/2004	LION TOTALCARE
520219-345SG4	SINGAPORE	REGISTERED	5635781	9/15/2004	T04/15490B	9/15/2004	LION TOTALCARE
520219-312US1	UNITED STATES	REGISTERED	77/318,779	11/1/2007	3,526,033	10/28/2008	V-SHAPED TRIM PATTERN DESIGN
520219-274US1	UNITED STATES	REGISTERED	74/707,971	7/31/1995	1,987,149	7/16/1996	WATER GUARD
520219-318US1	UNITED STATES	REGISTERED	76/458,763	10/17/2002	2,746,947	8/5/2003	AMERICAN HERITAGE
520219-319US1	UNITED STATES	REGISTERED	74/379,820	4/19/1993	1,829,451	4/5/1994	ARAFLO
520219-320US1	UNITED STATES	REGISTERED	73/117,475	2/28/1977	1,119,540	6/5/1979	BODY GUARD
520219-321US1	UNITED STATES	REGISTERED	73/709,997	2/8/1988	1,576,061	1/9/1990	BODY GUARD DESIGN
520219-323US1	UNITED STATES	REGISTERED	76/608,101	8/23/2004	3,084,136	4/25/2006	COMMANDO
520219-326US1	UNITED STATES	REGISTERED	77/252,036	8/10/2007	3,417,732	4/29/2008	EXHALE SRS
520219-328US1	UNITED STATES	REGISTERED	75/072,479	3/14/1996	2,054,742	4/22/1997	FREEDOM
520219-329US1	UNITED STATES	REGISTERED	76/378,578	3/5/2002	2,663,040	12/17/2002	ISODRI
520219-330US1	UNITED STATES	REGISTERED	73/817,338	8/7/1989	1,598,326	5/29/1990	JANESVILLE
520219-331US1	UNITED STATES	REGISTERED	76/458,762	10/17/2002	2,790,704	12/9/2003	LEGACY
520219-342US1	UNITED STATES	REGISTERED	76/458,740	10/17/2002	2,741,674	7/29/2003	LIBERATOR
520219-343US1	UNITED STATES	REGISTERED	78/742,208	10/28/2005	3,378,544	2/5/2008	LIBERTY
520219-344US1	UNITED STATES	REGISTERED	76/556,736	11/4/2003	3,115,643	7/18/2006	LION & DESIGN
520219-344US2	UNITED STATES	REGISTERED	72/344,120	11/20/1969	923,254	11/2/1971	LION & DESIGN
520219-347US1	UNITED STATES	REGISTERED	73/817,385	8/7/1989	1,728,737	10/27/1992	PERSONAL PROTECTION COUNCIL
520219-354US1	UNITED STATES	REGISTERED	75/906,610	1/31/2000	2,688,973	2/18/2003	TOTALCARE
520219-333US1	UNITED STATES	REGISTERED	78/536,896	12/22/2004	3,172,255	11/14/2006	V-FIT
520219-334US1	UNITED STATES	REGISTERED	78/536,880	12/22/2004	3,143,422	9/12/2006	V-FORCE
520219-357US1	UNITED STATES	REGISTERED	77/713,536	4/14/2009	3,808,189	6/22/2010	CB-XIT
520219-397US1	UNITED STATES	REGISTERED	77/167,646	4/27/2007	3,394,318	3/11/2008	BULLEX
520219-406US1	UNITED STATES	REGISTERED	77/167,667	4/27/2007	3,365,216	1/8/2008	SMARTEXTINGUISHER

Reference #	Country	Status	Application Number	File Date	Registration Number	Registration Date	Mark
520219-396US1	UNITED STATES	REGISTERED	77/167,687	4/27/2007	3,365,220	1/8/2008	HOTSHOT
520219-408US1	UNITED STATES	REGISTERED	85/694,705	8/3/2012	4,438,412	11/26/2013	LION & Updated Design
520219-429US1	UNITED STATES	PENDING	86/065,652	9/16/2013			READY FOR ACTION
520219-334WO1	WIPO	REGISTERED			1039369	5/13/2010	V-FORCE
520219-397WO1	WIPO	REGISTERED			0944219	10/24/2007	BULLEX
520219-408WO1	WIPO	REGISTERED	A0034260	2/22/2013	1168747	2/22/2013	LION & Updated Design