

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7176097

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
LION GROUP, INC.	02/07/2022

**RECEIVING PARTY DATA**

<b>Name:</b>	CYPRIMUM INVESTORS V AIV I LP
<b>Street Address:</b>	200 PUBLIC SQUARE
<b>Internal Address:</b>	SUITE 2020
<b>City:</b>	CLEVELAND
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44114

**PROPERTY NUMBERS Total: 38**

Property Type	Number
Application Number:	16093756
Application Number:	16149629
Application Number:	16127914
Application Number:	15635599
Application Number:	15487644
Application Number:	15420707
Application Number:	15086799
Application Number:	16943714
Application Number:	17374194
Application Number:	17065937
Application Number:	63174118
Application Number:	63190530
Application Number:	63227629
Application Number:	17224476
Patent Number:	9773424
Patent Number:	9747811
Patent Number:	9728100
Patent Number:	9526926
Patent Number:	9364034

PATENT

Property Type	Number
Patent Number:	9138019
Patent Number:	9038203
Patent Number:	8973169
Patent Number:	8719969
Patent Number:	8701218
Patent Number:	8650668
Patent Number:	8522368
Patent Number:	8479321
Patent Number:	8332963
Patent Number:	8327469
Patent Number:	8104100
Patent Number:	8096810
Patent Number:	7996920
Patent Number:	7958569
Patent Number:	7748983
Patent Number:	6961963
Patent Number:	6845517
Patent Number:	10989788
Patent Number:	10540908

**CORRESPONDENCE DATA**

**Fax Number:** (216)696-0740

*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:** 2168616152

**Email:** patents@bakerlaw.com

**Correspondent Name:** BAKERHOSTETLER

**Address Line 1:** KEY TOWER, 127 PUBLIC SQUARE

**Address Line 2:** SUITE 2000

**Address Line 4:** CLEVELAND, OHIO 44114

<b>ATTORNEY DOCKET NUMBER:</b>	044513.000041
<b>NAME OF SUBMITTER:</b>	DAVID A. CORRIGAN
<b>SIGNATURE:</b>	/David A. Corrigan/
<b>DATE SIGNED:</b>	02/15/2022

**Total Attachments: 17**

- source=Executed Lion - Cyprum - Intellectual Property Security Agreement#page1.tif
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source=Executed Lion - Cyprium - Intellectual Property Security Agreement#page17.tif

This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the “**Subordination Agreement**”) dated February 7<sup>th</sup>, 2022 among Agent (as defined herein) the borrowers party thereto (the “**Borrowers**”), and KeyBank National Association, as the administrative agent for a group of lenders (the “**Senior Agent**”), to the indebtedness (including interest) owed by the Borrowers pursuant to that certain Credit and Security Agreement dated as of February 7<sup>th</sup>, 2022 among the Borrowers, the Senior Agent and the lenders party thereto, as such Credit and Security Agreement has been and hereafter may be amended, supplemented or otherwise modified from time to time and to indebtedness refinancing the indebtedness under that agreement as contemplated by the Subordination Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(Lion Group, Inc.)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this “Agreement”) is made effective as of the 7<sup>th</sup> day of February, 2022 by LION GROUP, INC., an Ohio corporation (the “Pledgor”), in favor of CYPRIUM INVESTORS V AIV I LP, a Delaware limited partnership, as the agent under the Credit Agreement, as hereinafter defined (the “Agent”), for the benefit of the Agent and the Lenders, as hereinafter defined.

1. Recitals.

Pledgor and each other borrower listed on Schedule 1 to the Credit Agreement, as hereinafter defined (together with their respective successors and assigns, collectively, the “Borrowers” and, individually, each a “Borrower”), are entering into that certain Senior Subordinated Second Lien Loan and Security Agreement, dated as of February 7<sup>th</sup>, 2022, with CYPRIUM INVESTORS V AIV I LP, a Delaware limited partnership, and CYPRIUM PARALLEL INVESTORS V LP, a Delaware limited partnership, as lenders (together with their respective successors and assigns and any other additional lenders that become party to the Credit Agreement, collectively, the “Lenders” and, individually, each a “Lender”) and the Agent (as the same may from time to time be amended, restated or otherwise modified, the “Credit Agreement”). The Pledgor desires that the Lenders grant to the Borrowers the financial accommodations as described in the Credit Agreement.

The Pledgor deems it to be in the direct pecuniary and business interests of the Pledgor that the Borrowers obtain from the Lenders the Loans provided for in the Credit Agreement.

The Pledgor understands that the Lenders are willing to enter into the Credit Agreement and grant the financial accommodations provided for in the Credit Agreement only upon certain terms and conditions, one of which is that the Pledgor grant to the Agent, for the benefit of the Lenders, a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of the Lenders entering into the Credit Agreement and each financial accommodation granted to the Borrowers by the Lenders, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

“Assignment” means an Assignment in the form of Exhibit A attached hereto.

“Collateral” means, collectively, all of the Pledgor’s existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) general intangibles and all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not the Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing.

“Event of Default” means an event or condition that constitutes an Event of Default, as defined in Section 8.1 hereof.

“USCO” means the United States Copyright Office in Washington, D.C.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Obligations, the Pledgor hereby agrees that the Agent shall at all times, until such time that there is a full repayment of the Secured Obligations (and all commitments with respect thereto have been terminated or expired), have, and hereby grants to the Agent, for the benefit of the Lenders, a security interest in all of the Collateral, including (without limitation) all of the Pledgor’s future Collateral, irrespective of any lack of knowledge by the Agent or the Lenders of the creation or acquisition thereof.

4. Representations and Warranties. The Pledgor hereby represents and warrants to the Agent and each Lender as follows:

4.1. As of the effective date of the Credit Agreement, the Pledgor owns all of the Collateral and, whether the same are registered or unregistered, to the knowledge of the Pledgor no such Collateral has been adjudged invalid or unenforceable.

4.2. To the knowledge of Pledgor, the Collateral is valid and enforceable.

4.3. The Pledgor has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.

4.4. Except for liens expressly permitted pursuant to Section 6.5 of the Credit Agreement, the Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons.

4.5. The Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

4.6. The Pledgor has used commercially reasonable efforts, and shall continue to use commercially reasonable efforts, for the duration of this Agreement, to use proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect.

5. Further Assignment Prohibited. The Pledgor shall not enter into any agreement that is inconsistent with the Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral, without the Agent's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. Right to Inspect. The Pledgor hereby grants to the Agent, for the benefit of the Lenders, and its employees and agents the right, during regular business hours, to visit any location of the Pledgor or, if applicable, any other location, solely for the purpose of inspecting the products and quality control records relating thereto at the Pledgor's expense.

7. Standard Patent and Trademark Use. The Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. The Pledgor shall use commercially reasonable efforts to comply with all patent marking requirements as specified in 35 U.S.C. §287. The Pledgor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and ™ where appropriate.

8. Events of Default and Remedies.

8.1. The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an Event of Default.

8.2. The Agent, for the benefit of the Lenders, shall at all times have the rights and remedies of a secured party under the U.C.C. and the Ohio Revised Code as in effect from time to

time, in addition to the rights and remedies of a secured party provided elsewhere within this Agreement, any Note or any other Loan Document, or otherwise provided in law or equity.

8.3. The Pledgor expressly acknowledges that the Agent, on behalf of the Lenders, shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, the Pledgor shall execute and deliver to the Agent the Assignment, which Assignment shall have no force and effect and shall be held by the Agent in escrow until the occurrence and during the continuance of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence and during the continuance of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of the Agent in the form reflected on the face of the Assignment and the Agent may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate, or in any appropriate office in any foreign jurisdiction in which such patent, trademark, copyright or other intellectual property interest is registered, or under whose laws such property interest has been granted.

8.4. If an Event of Default shall occur and be continuing, the Pledgor irrevocably authorizes and empowers the Agent, on behalf of the Lenders, to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any portion thereof, pursuant to this Agreement, then, with or without resort to the Pledgor or any other Person or property, all of which the Pledgor hereby waives, and upon such terms and in such manner as the Agent may deem advisable, the Agent, on behalf of the Lenders, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that the Pledgor may have therein, at any time, or from time to time. No prior notice need be given to the Pledgor or to any other Person in the case of any sale of Collateral that the Agent determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case the Agent shall give the Pledgor no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. The Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, the Agent or any Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights the Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, the Agent may apply the net proceeds of each such sale to or toward the payment of the Secured Obligations, whether or not then due, in such order and by such division as the Agent, in its sole discretion, may deem advisable. Any excess, to the extent permitted by law, shall be paid to the Pledgor, and the obligors on the Secured Obligations shall remain liable for any deficiency. In addition, the Agent shall at all times have the right to obtain new appraisals of the Pledgor or the Collateral, the cost of which shall be paid by the Pledgor.

9. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. The Pledgor shall have the obligation and duty to use commercially reasonable efforts to maintain or preserve the Collateral, provided that the Pledgor shall not be obligated to maintain any Collateral in the event the Pledgor determines, in the reasonable business judgment of the Pledgor, that the maintenance of such Collateral is not sufficiently beneficial. All reasonable fees, costs and expenses, of

whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by the Agent and the Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating to protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Pledgor, upon demand by the Agent and, until so paid, shall be added to the principal amount of the Secured Obligations.

10. The Pledgor's Obligation to Prosecute. Except as otherwise agreed to by the Agent in writing, the Pledgor shall have the duty to prosecute diligently any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees, except that in all cases the Pledgor shall not be obligated to file, prosecute, pay or do any acts in the event the Pledgor determines, in the reasonable business judgment of the Pledgor, that the costs of such filings, prosecution, payment or acts would outweigh the benefit thereof. Any expenses incurred in connection with the Collateral shall be borne by the Pledgor. The Pledgor shall not abandon any Collateral unless the Pledgor determines, in the reasonable business judgment of the Pledgor, that the costs of maintaining such Collateral would outweigh the benefits thereof.

11. Agent's Right to Enforce. The Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. The Agent, on behalf of the Lenders, shall have the right, but shall have no obligation, to join in any such action. The Pledgor shall promptly, upon demand, reimburse and indemnify the Agent and the Lenders for all damages, reasonable costs and expenses, including attorneys' fees, incurred by the Agent and the Lenders in connection with the provisions of this Section 11, in the event the Agent, on behalf of the Lenders, elects to join in any such action commenced by the Pledgor.

12. Power of Attorney. The Pledgor hereby authorizes and empowers the Agent, on behalf of the Lenders, to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its exclusive discretion, as the Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default, the Pledgor's name on all applications, documents, papers and instruments necessary for the Agent, on behalf of the Lenders, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for the Agent, on behalf of the Lenders, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to any Person or Persons. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Agent's Right to Perform Obligations. If the Pledgor fails to comply with any of its obligations under this Agreement, the Agent, on behalf of the Lenders, may, but is not obligated to, upon giving reasonable notice to the Pledgor, do so in the name of the Pledgor or in the name of the Agent, on behalf of the Lenders, but at the Pledgor's expense, and the Pledgor hereby agrees to reimburse the Agent, upon request, in full for all reasonable expenses, including reasonable attorneys' fees, incurred by the Agent and the Lenders in protecting, defending and maintaining the Collateral.



14. Additional Documents. The Pledgor shall, upon written request of the Agent, enter into such additional documents or instruments as may be required by the Agent in order to effectuate, evidence or perfect the interest of the Agent and the Lenders in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Secured Obligations shall have been irrevocably paid in full, the Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and the Pledgor shall give the Agent prompt written notice of any new Collateral.

16. Modifications for New Collateral. The Pledgor hereby authorizes the Agent to modify this Agreement by amending Schedule 1 hereto to include any future Collateral as contemplated by Sections 1 and 15 hereof and, at the Agent's request, the Pledgor shall execute any documents or instruments required by the Agent in order to modify this Agreement as provided by this Section 16, provided that any such modification to Schedule 1 shall be effective without the signature of the Pledgor.

17. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to the Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature pages of the Credit Agreement, if to the Agent or any Lender, mailed or delivered to it, addressed to the address of the Agent or any such Lender specified on the signature pages of the Credit Agreement, or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered (if received during normal business hours on a Business Day, such Business Day, otherwise the following Business Day) or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile or electronic communication, in each case of facsimile or electronic communication, with telephonic confirmation of receipt.

18. No Waiver or Course of Dealing. No course of dealing between the Pledgor and the Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Agent or any such Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

19. Remedies Cumulative. Each right, power or privilege specified or referred to in this Agreement is in addition to any other rights, powers and privileges that the Agent or the Lenders may have or acquire by operation of law, by other contract or otherwise. Each right, power or privilege may be exercised by the Agent and the Lenders either independently or concurrently with other rights, powers and privileges and as often and in such order as the Agent and the Lenders may deem expedient. All of the rights and remedies of the Agent and the Lenders with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

20. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such

invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

21. Modifications. This Agreement may be amended or modified only by a writing signed by the Pledgor and the Agent. No waiver or consent granted by the Agent and the Lenders in respect of this Agreement shall be binding upon the Agent and the Lenders unless specifically granted in writing, which writing shall be strictly construed.

22. Assignment and Successors. This Agreement shall not be assigned by the Pledgor without the prior written consent of the Agent. This Agreement shall be binding upon the Pledgor and the successors and permitted assigns of the Pledgor, and shall inure to the benefit of and be enforceable and exercisable by the Agent on behalf of and for the benefit of the Agent and the Lenders and their respective successors and assigns. Any attempted assignment or transfer without the prior written consent of the Agent shall be null and void.

26. Entire Agreement. This Agreement integrates all of the terms and conditions with respect to the Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.

27. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile or other electronic signature, which, when so executed and delivered, shall be deemed to be an original.

28. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of the Pledgor, the Agent and the Lenders hereunder shall be governed by and construed in accordance with Ohio law, without regard to principles of conflicts of laws that would result in the application of the law of any other state. The Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and the Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. The Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. The Pledgor agrees that a final, nonappealable judgment in any such action or proceeding in any state or federal court in the State of Ohio shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

29. Termination. At such time that there is a full repayment of the Secured Obligations (and all commitments with respect thereto have been terminated or expired) and not replaced by any other credit facility with Agent, for the benefit of the Lenders, this Agreement shall terminate and, upon request of Pledgor, Agent, on behalf of the Lenders, shall promptly, and in any event within ten (10) business days, execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Lenders' security interest in and


assignment of the Collateral, and to preserve Pledgor's full title to the Collateral, at Pledgor's expense, subject to any disposition thereof that may have been made by Lenders pursuant hereto.

[Remainder of page intentionally left blank.]

JURY TRIAL WAIVER. THE PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE BORROWERS, THE PLEDGOR, THE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

LION APPAREL, INC.

By:   
Name: Stephen A. Schwartz  
Title: President

Signature Page to  
Intellectual Property Security Agreement (Cyprium)

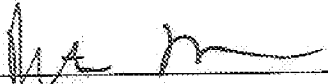
**PATENT**  
**REEL: 059011 FRAME: 0498**

ACKNOWLEDGED AND AGREED  
as of the date first above written:

CYPRIMUM INVESTORS V AIV I LP,  
as Agent

By: Cyprium V Management LLC,  
its General Partner

By: Cyprium Investment Partners LLC,  
its Manager

By:   
Name: Beth Haas  
Title: Authorized Signer

SCHEDULE 1

**Patent Applications**

Title	Appl. No.	Filing Date
MODULAR FIRE TRAINING SIMULATOR	16093756	10/15/18
GARMENT FASTENER AND METHOD FOR ASSEMBLING A GARMENT PORTION	16149629	10/02/18
PARTICULATE RESISTANT GARMENT	16127914	09/11/18
HAZARD SUPPRESSION TRAINING SIMULATOR AND METHOD OF TRAINING	15635599	06/28/17
IMAGING SYSTEM FOR FIRE FIGHTING TRAINING	15487644	04/14/17
FIREFIGHTER HOOD WITH PROTECTIVE FLAP	15420707 20170225016	01/31/17
PROTECTIVE TROUSERS WITH CURVED EXTREMITY AND INSEAM	15086799 20160206901	03/31/16
ARRAY-BASED CAPACITANCE ENSOR DEVICE AND METHODS FOR THE DETECTION OF APPLIED STREAMS OF WATER OR OTHER EXTINGUISHANTS (pending)	16/943,714	7/30/2020
MAGNETIC FASTENER SYSTEM (published)	17/374,194	7/13/2021
EMERGENCY RESPONSE TRAINING SYSTEM (pending)	17/065,937	10/8/2020
SIMULATOR ARRAY TRAINING SYSTEM (pending)	63/174,118	4/13/2021
PROTECTIVE COAT WITH RETRACTABLE COLLAR (pending)	63/190,530	5/19/2021
GLOVE WITH EXTERNAL SEAM PORTION (pending)	63/227,629	7/30/2021
PARTICULATE RESISTANT GARMENT (published)	17/224,476	4/7/2021

**Issued Patents**

Title	Patent No.	Issue Date
FIRE FIGHTING TRAINING SYSTEM WITH INTEGRATED EXTINGUISHANT SENSOR	9773424	09/26/17
FLAME SIMULATOR WITH WEIGHTED BASE	9747811	08/29/17
HAZARD SUPPRESSION TRAINING SIMULATOR AND METHOD OF TRAINING	9728100	08/08/17
PROTECTIVE GARMENT WITH VENT FEATURES	9526926	12/27/16
PROTECTIVE TROUSERS WITH CURVED EXTREMITY AND INSEAM	9364034	06/14/16

PROTECTIVE GARMENT WITH ELASTIC THERMAL BARRIER PORTIONS	9138019	09/22/15
PROTECTIVE GARMENT WITH VENT FEATURES	9038203	05/26/15
PROTECTIVE GARMENT WITH MODULAR STORAGE SYSTEM	8973169	03/10/15
PROTECTIVE GARMENT WITH THERMAL LINER HAVING VARYING MOISTURE ATTRACTION	8719969	05/13/14
PROTECTIVE GARMENT WITH HANG-DOWN POCKETS	8701218	04/22/14
PROTECTIVE GARMENT WITH LOW FRICTION CHARACTERISTICS	8650668	02/18/14
PROTECTIVE GARMENT WITH VAPOR SKIRT	8522368	09/03/13
SUSPENDERS	8479321	07/09/13
PROTECTIVE GARMENT WITH CURVED AND PROTECTED EXTREMITIES	8332963	12/18/12
PROTECTIVE GARMENT WITH LOW FRICTION CHARACTERISTICS	8327469	12/11/12
SUSPENDERS	8104100	01/31/12
FIRE EXTINGUISHER TRAINING APPARATUS	8096810	01/17/12
PROTECTIVE GARMENT WITH REMOVABLE PORTIONS	7996920	08/16/11
PROTECTIVE GARMENT WITH CURVED AND PROTECTED EXTREMITIES	7958569	06/14/11
FLAMELESS FIRE EXTINGUISHER TRAINING METHODS AND APPARATUS	7748983	07/06/10
MODULAR HELMET	6961963	11/08/05
VENTED PROTECTIVE GARMENT	6845517	01/25/05
RADIO FREQUENCY IDENTIFICATION (RFID) SYSTEM FOR DETERMINING LOCATION	10,989,788	04/27/2021
FIRE FIGHTING TRAINING SYSTEM WITH STEAM/SMOKE GENERATION	10,540,908	01/21/2020

### Trademark Applications

Mark	Appl. No.	Filing Date
AEROSCAPE	90845128	07/23/2021
MAGNETITE	90741735	05/28/2021
Design Only	90494485	01/28/2021
JANESVILLE	90326770	11/18/2020
REDZONE	88854267	03/31/2020
VICTORY	88828527	03/10/2020
REDZONE	88477898	06/18/2019
READY FOR ACTION	86065652	09/16/13

CHIMERX (pending)	97087719	10/22/2021
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### **Trademark Registration**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
SMARTDUMMY	5935714	12/17/2019
BULLEX ATTACK	4909236	03/01/16
PRIMUS	5229435	06/20/17
VERSAPRO	4905875	02/23/16
LION and Design	4438412	11/26/13
Design Only	3526033	10/28/08
BULLEX	3394318	03/11/08
LIBERTY	3378544	02/05/08
HOTSHOT	3365220	01/08/08
SMARTEXTINGUISHER	3365216	01/08/08
V-FIT	3172255	11/14/06
V-FORCE	3143422	09/12/06
COMMANDO	3084136	04/25/06
LEGACY	2790704	12/09/03
AMERICAN HERITAGE	2746947	08/05/03
LIBERATOR	2741674	07/29/03
TOTALCARE	2688973	02/18/03
ISODRI	2663040	12/17/02
FREEDOM	2054742	04/22/97
WATER GUARD	1987149	07/16/96
ARAFLO	1829451	04/05/94
PERSONAL PROTECTION COUNCIL	1728737	10/27/92
JANESVILLE	1598326	05/29/90
LION and Design	0923254	11/02/71
LION and Design	6178817	10/20/2020
Design Only (V-Shaped Trim Pattern Design)	5993678	02/25/2020
AMERICAN LEGEND	5703851	03/19/2019
NOT IN OUR HOUSE STOP CANCER AT THE DOOR and Design	5921275	11/26/2019
READY FOR ACTION	5430680	03/27/2018



EXHIBIT A  
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY THE AGENT, FOR THE BENEFIT OF THE LENDERS, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF FEBRUARY 7<sup>TH</sup>, 2022, EXECUTED BY LION GROUP, INC., AN OHIO CORPORATION (THE "PLEDGOR"), IN FAVOR OF CYPRIUM INVESTORS V AIV I, LP, AS THE AGENT FOR THE LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE "AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF THE AGENT CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT THE AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, OR IN ANY APPROPRIATE OFFICE IN ANY FOREIGN JURISDICTION IN WHICH SUCH PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY INTEREST IS REGISTERED, OR UNDER WHOSE LAWS SUCH PROPERTY INTEREST HAS BEEN GRANTED. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, OR IN ANY APPROPRIATE OFFICE IN ANY FOREIGN JURISDICTION IN WHICH SUCH PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY INTEREST IS REGISTERED, OR UNDER WHOSE LAWS SUCH PROPERTY INTEREST HAS BEEN GRANTED, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

[Signature Page Follows]

CYPRIMUM INVESTORS V AIV I LP,  
as Agent

By: Cyprimum V Management LLC,  
its General Partner

By: Cyprimum Investment Partners LLC,  
its Manager

By: \_\_\_\_\_  
Name: Beth Haas  
Title: Authorized Signer

## ASSIGNMENT

WHEREAS, LION GROUP, INC., an Ohio corporation (the "Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, the Pledgor has executed an Intellectual Property Security Agreement, dated as of February 7<sup>th</sup>, 2022 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of Cyprium Investors V AIV I, LP, as the Agent for the Lenders, as defined in the Agreement (together with its successors and assigns, the "Agent"), pursuant to which the Pledgor has granted to the Agent, for the benefit of the Lenders, a security interest in the Collateral as security for the Secured Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement; and

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and the Agent's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto the Agent, for the benefit of the Lenders, and their respective successors, transferees and assigns, all of the Pledgor's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not the Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., or (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that is the subject of pending applications in the United States Patent and Trademark Office, or (iii) registered or pending registration in any foreign jurisdiction.

This Assignment shall be effective only upon certification of an authorized officer of the Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) the Agent, on behalf of the Lenders, has elected to take actual title to the Collateral

[Signature Page Follows].

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on February 7, 2022.

LION APPAREL, INC.

By: 

Name: Stephen A. Schwartz

Title: President

Signature Page - Assignment (IPSA)