

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM529178

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Brunswick Corporation		06/24/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Life Fitness, LLC		
<b>Street Address:</b>	1 N FIELD COURT		
<b>City:</b>	LAKE FOREST		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60045		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 52</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	692357		
<b>Registration Number:</b>	890024	LIFECYCLE	
<b>Registration Number:</b>	1037909	AIR-HOCKEY	
<b>Registration Number:</b>	1525954	LIFE FITNESS	
<b>Registration Number:</b>	1613016	LIFE FITNESS	
<b>Registration Number:</b>	1667709	ISO-LATERAL	
<b>Registration Number:</b>	1671236	HAMMER/STRENGTH	
<b>Registration Number:</b>	1731248	HAMMER STRENGTH	
<b>Registration Number:</b>	1765994		
<b>Registration Number:</b>	1779665	LIFE FITNESS	
<b>Registration Number:</b>	1889993	SUPERSPEED	
<b>Registration Number:</b>	1894652	GROUND BASE	
<b>Registration Number:</b>	1930717	LF	
<b>Registration Number:</b>	1931436	CENTENNIAL	
<b>Registration Number:</b>	1966143	LIFE FITNESS	
<b>Registration Number:</b>	1967367	MOTION TECHNOLOGY	
<b>Registration Number:</b>	1977950	LIFE FITNESS	
<b>Registration Number:</b>	2034839	FLEX DECK	
<b>Registration Number:</b>	2193873	SCIFIT	

OP \$1315.00 692357

Property Type	Number	Word Mark
Registration Number:	2258833	FIT-QUIK
Registration Number:	2465543	HAMMER STRENGTH
Registration Number:	2466157	HAMMER STRENGTH
Registration Number:	2503175	CONTENDER
Registration Number:	2570974	HAMMER STRENGTH
Registration Number:	2647060	ISOTRACK
Registration Number:	2684608	PAVILION
Registration Number:	2859742	PRO 2
Registration Number:	2887334	BIG BREAK
Registration Number:	2905548	TELE RAIL
Registration Number:	2955287	V-FORCE
Registration Number:	2994007	CONTENDER
Registration Number:	3037431	CENTENNIAL
Registration Number:	3039594	HERITAGE
Registration Number:	3052269	GOLD CROWN
Registration Number:	3098473	PAVILION
Registration Number:	3151784	FIT-KEY
Registration Number:	3246152	GOLD CROWN
Registration Number:	3398408	METRO
Registration Number:	4368620	SMASH
Registration Number:	4638382	INMOVEMENT
Registration Number:	4728950	
Registration Number:	4736349	INMOVEMENT
Registration Number:	5110104	GAME ON
Registration Number:	5161798	INMOVEMENT
Registration Number:	5424799	FLEXFORM
Registration Number:	5454308	LATITUDE
Serial Number:	87816752	HALO
Serial Number:	87814933	HALO
Serial Number:	87820451	HALOSPHERE
Serial Number:	87820497	INTERNET OF FITNESS
Serial Number:	88160454	LFX
Serial Number:	88181797	LIFE FITNESS MEDIA

#### CORRESPONDENCE DATA

Fax Number: 4142715770

*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: 4142717590

<b>Email:</b>	mariam@andruslaw.com
<b>Correspondent Name:</b>	Marie Mikolainis
<b>Address Line 1:</b>	100 E Wisconsin Ave
<b>Address Line 2:</b>	Suite 1100
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202

<b>NAME OF SUBMITTER:</b>	Christopher R. Liro
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<b>SIGNATURE:</b>	/Christopher R. Liro/
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<b>DATE SIGNED:</b>	06/25/2019
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**Total Attachments: 6**

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## **Recordable Confirmatory Trademark Assignment**

This Recordable Confirmatory Trademark Assignment ("Trademark Assignment"), effective as of June 24, 2019, is made by and between Brunswick Corporation, a Delaware corporation ("Assignor"), and Life Fitness, LLC, a Delaware limited liability company ("Assignee") (collectively referred to as the "Parties").

WHEREAS, pursuant to the Intellectual Property Assignment and Assumption Agreement between the Parties dated as of June 24, 2019 (the "Agreement"), Assignor has sold, assigned, transferred, conveyed and delivered to Assignee all right, title and interest in, to and under the trademark registrations, trademark applications, trade names, trade dress, service marks, logos, company names, designs or other similar identifiers of source or origin, in each case to the extent registered or subject to an application for registration, identified in Schedule A attached hereto (the "Marks"); and

WHEREAS, Assignee has acquired all of Assignor's right, title and interest in and to the Marks, and the Parties wish to record such acquisition in the United States Patent and Trademark Office (the "USPTO").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, hereby sells, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title and interest in, to and under (i) the Marks, (ii) all goodwill associated with or symbolized by the Marks, (iii) Assignor's rights of enforcement and the rights, interests, claims and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements, unfair competition, passing off or other conflicts relating to the Marks, including the right to compromise, sue for and collect such profits and damages, (iv) Assignor's rights to file applications to register such Marks and to obtain and own registrations therefor and (v) Assignor's other rights, including common law rights, relating to the Marks, to the extent such rights exist or may exist in the future, each to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

Notwithstanding anything to the contrary contained herein, the Marks shall not include any application for registration of a Mark that would be invalidated, canceled, voided or abandoned due to the contribution, assignment and/or conveyance of the Marks hereunder, including intent-to-use applications filed with the PTO pursuant to 15 USC Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 USC Section 1051(c) or (d), unless and until such time that the

contribution, assignment and/or conveyance of the Marks hereunder will not cause such Mark to be invalidated, cancelled, voided or abandoned.

Assignor hereby authorizes the Commissioner for Trademarks in the USPTO, other empowered officials of the USPTO and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment and Assignor further agrees to execute and deliver, or cause to be executed and delivered, all documents, certificates, agreements and other writings and take such other actions as may be reasonably necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Trademark Assignment.

This Trademark Assignment is subject to all the terms and conditions of the Agreement. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the Assigned IP.

This Trademark Assignment, and all matters, claims or causes of action (whether in contract or tort) based upon, arising out of or relating to this Trademark Assignment or the negotiation, execution or performance of this Trademark Assignment, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice or conflict of laws provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

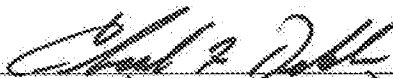
This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be signed by its duly appointed officer having full authority in the circumstances; and Assignee has caused this Trademark Assignment to be signed by its duly appointed officer having full authority in the circumstances.

BRUNSWICK CORPORATION,

by

  
Name: Christopher F. Decker  
Title: Vice President, General Counsel  
Secretary

*[Signature Page to Trademark Assignment]*

[[5199956]]

TRADEMARK  
REEL: 006677 FRAME: 0752

Accepted by:

LIFE FITNESS, LLC,

by

  
Name: Kelly M Karzen  
Title: General Counsel

*[Signature Page to Trademark Assignment]*

[[5199956]]

## Schedule A – Marks

Mark Name	Current Appl. Date	Current Appl. No.	Current Reg. Date	Current Reg. No.
AIR-HOCKEY	11/18/1974	73/037,470	04/13/1976	1,037,909
BIG BREAK	03/24/2003	76/500,092	09/21/2004	2,887,334
BLUE CIRCLE DESIGN	11/10/1958	72/062,153	02/02/1960	692,357
CENTENNIAL	11/15/2004	76/620,730	01/03/2006	3,037,431
CENTENNIAL	10/13/1994	74/593,743	10/31/1995	1,931,436
CIRCLE WITH DARTS DESIGN	10/07/1991	74/209,845	04/20/1993	1,765,994
CONTENDER	07/15/2004	76/602,599	09/13/2005	2,994,007
CONTENDER	06/14/2000	76/069,618	10/30/2001	2,503,175
FIT-KEY	07/07/2004	78/447,225	10/03/2006	3,151,784
FIT-QUIK	11/11/1997	75/388,052	07/06/1999	2,258,833
FLEX DECK	03/10/1995	74/644,676	02/04/1997	2,034,839
FLEXFORM	01/31/2017	87/318,824	03/13/2018	5,424,799
GAME ON	08/26/2013	86/047,624	12/27/2016	5,110,104
GOLD CROWN	04/27/2004	76/588,952	01/31/2006	3,052,269
GOLD CROWN	02/10/2005	78/564,425	05/29/2007	3,246,152
GROUND BASE	03/19/1993	74/369,250	05/16/1995	1,894,652
HALO (stylized)	03/01/2018	87/816,752		
HALO (word mark)	02/28/2018	87/814,933		
HALOSPHERE	03/05/2018	87/820,451		
HAMMER STRENGTH	10/22/1998	75/575,070	07/03/2001	2,466,157
HAMMER STRENGTH	05/04/2000	76/040,170	07/03/2001	2,465,543
HAMMER STRENGTH	02/24/1992	74/248,941	11/10/1992	1,731,248
HAMMER STRENGTH (Stylized)	08/25/2000	76/116,442	05/21/2002	2,570,974
HAMMER/STRENGTH	04/20/1990	74/051,097	01/07/1992	1,671,236
HERITAGE	11/15/2004	76/620,731	01/10/2006	3,039,594
INMOVEMENT	11/12/2013	86/116,713	11/11/2014	4,638,382
INMOVEMENT	06/03/2015	86/649,783	03/14/2017	5,161,798
INMOVEMENT ICON	03/07/2014	86/214,774	04/28/2015	4,728,950



Mark Name	Current Appl. Date	Current Appl. No.	Current Reg. Date	Current Reg. No.
INMOVEMENT LOGO	02/06/2014	86/186,080	05/12/2015	4,736,349
INTERNET OF FITNESS	03/05/2018	87/820,497		
ISO-LATERAL	04/20/1990	74/051,098	12/10/1991	1,667,709
ISOTRACK	06/04/2001	76/265,197	11/05/2002	2,647,060
LATITUDE	08/22/2016	87/146,033	04/24/2018	5,454,308
LF and DESIGN	02/17/1994	74/493,397	10/31/1995	1,930,717
LFX	10/18/2018	88/160,454		
LIFE FITNESS	07/15/1988	73/740,222	02/21/1989	1,525,954
LIFE FITNESS	08/14/1989	73/819,128	09/11/1990	1,613,016
LIFE FITNESS	12/01/1989	74/007,979	06/29/1993	1,779,665
LIFE FITNESS	02/14/1995	74/634,142	06/04/1996	1,977,950
LIFE FITNESS (Stylized)	02/25/1994	74/494,601	04/09/1996	1,966,143
LIFE FITNESS MEDIA	11/05/2018	88/181,797		
LIFECYCLE	03/17/1969	72/321,948	04/02/1970	890,024
METRO	05/13/2005	78/629,496	03/18/2008	3,398,408
MOTION TECHNOLOGY	06/16/1994	74/538,533	04/09/1996	1,967,367
PAVILION	11/22/2002	76/469,338	05/30/2006	3,098,473
PAVILION	08/21/2001	76/302,570	02/04/2003	2,684,608
PRO 2	07/21/2003	76/531,051	07/06/2004	2,859,742
SCIFIT	11/11/1997	75/388,072	10/06/1998	2,193,873
SMASH	01/11/2013	85/821,255	07/16/2013	4,368,620
SUPERSPEED	04/08/1994	74/510,379	04/18/1995	1,889,993
TELE RAIL	09/10/2002	76/448,294	11/30/2004	2,905,548
V-FORCE	06/03/2002	76/416,344	05/24/2005	2,955,287