

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529745

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cybox International, Inc.		06/27/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	2100 Ross Avenue		
Internal Address:	Suite 1850		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	3347175	ARC TRAINER	
Registration Number:	3962499	BRAVO	
Registration Number:	1576232	CYBEX	
Registration Number:	1577528	CYBEX	
Registration Number:	1598549	CYBEX	
Registration Number:	1602972	CYBEX	
Registration Number:	2025773	CYBEX	
Registration Number:	2217402	CYBEX	
Registration Number:	2224232	CYBEX	
Registration Number:	2225797	CYBEX	
Registration Number:	2346002	CYBEX	
Registration Number:	2346000	CYBEX	
Registration Number:	3937366	CYBEX FIREHOUSE FITNESS	
Registration Number:	4925680	CYBEX FIT	
Registration Number:	3937368	CYBEX GOLF FITNESS	
Registration Number:	1281435	EAGLE	
Registration Number:	4894615	PRESTIGE	
Registration Number:	5307745	PWR PLAY	

OP \$590.00 3347175

Property Type	Number	Word Mark
Registration Number:	5077838	SPARC
Registration Number:	4921472	SPARC TRAINER
Registration Number:	5302767	STRUCTURE
Registration Number:	3962497	SWEET SPOT
Registration Number:	2967092	

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: james.murray@wolterskluwer.com, ecarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 06/28/2019

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Cybox International, Inc.

- Individual(s)
- Partnership
- Corporation- State: NY
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 27, 2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PNC Bank, National Association

Street Address: 2100 Ross Avenue, Suite 1850

City: Dallas

State: TX

Country: USA Zip: 75201

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

23

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

June 27, 2019
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Notice of Grant of Security Interest in Trademarks

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (ABL), dated as of June 27, 2019 (this “Notice”), made by CYBEX INTERNATIONAL, INC., a New York Corporation (the “Pledgor”), in favor of PNC BANK, NATIONAL ASSOCIATION, as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement, dated as of June 27, 2019 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “*Collateral Agreement*”), among Lumos International Holdings B.V. (“*Holdings*”), Lumos Holdings US Acquisition Co. (the “*U.S. Borrower*” or “*Borrower Representative*”), each other Subsidiary of the U.S. Borrower from time to time party hereto (each, a “*Subsidiary Loan Party*” and collectively, the “*Subsidiary Loan Parties*”) and PNC Bank, National Association, as collateral agent and security trustee (together with its successors and assigns in such capacity, the “*Collateral Agent*”), and the other parties party thereto. The parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest*. As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, grant and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks of the United States of America, including those listed on Schedule I, and all goodwill associated therewith or symbolized thereby; provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement*. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark

Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Termination*. This Notice is made to secure the payment of the Secured Obligations. This Notice and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Collateral Agreement. Subject to Section 5.15 of the Collateral Agreement, (i) the Collateral Agent shall, in connection with any termination or release herein or under the Collateral Agreement, execute and deliver to the Pledgor as the Pledgor may reasonably request, an instrument in writing (in form and substance reasonably satisfactory to the Collateral Agent) releasing the security interest in the Trademark Collateral acquired under this Notice; and (ii) the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such release and/or termination of this Notice and any security interest in, to or under the Trademark Collateral.

SECTION 6. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]


IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

CYBEX INTERNATIONAL, INC.

By: 
Name: Kelly Kaiser
Title: Director

[Signature Page to Notice of Grant of Interest in Trademarks]

PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent,

By: 
Name: John D Lundberg
Title: SVP

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by CYBEX INTERNATIONAL, INC.

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ARC TRAINER	3,347,175	12/04/2007
BRAVO	3,962,499	05/17/2011
CYBEX	1,576,232	01/09/1990
CYBEX	1,577,528	01/16/1990
CYBEX	1,598,549	05/29/1990
CYBEX	1,602,972	06/19/1990
CYBEX	2,025,773	12/24/1996
CYBEX & Design	2,217,402	01/12/1999
CYBEX & Design	2,224,232	02/16/1999
CYBEX & Design	2,225,797	02/23/1999
CYBEX & Design	2,346,002	04/25/2000
CYBEX & Design	2,346,000	04/25/2000
CYBEX FIREHOUSE FITNESS	3,937,366	03/29/2011
CYBEX FIT	4,925,680	03/29/2016
CYBEX GOLF FITNESS	3,937,368	03/29/2011
EAGLE	1,281,435	06/12/1984
PRESTIGE	4,894,615	02/02/2016
PWR PLAY	5,307,745	10/10/2017
SPARC	5,077,838	11/08/2016
SPARC TRAINER	4,921,472	03/22/2016
STRUCTURE	5,302,767	10/03/2017
SWEET SPOT	3,962,497	05/17/2011
VORTEX Design	2,967,092	07/12/2005

U.S. Trademark Applications

None