

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM529746

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Life Fitness, LLC		06/27/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	2100 Ross Avenue		
<b>Internal Address:</b>	Suite 1850		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 46</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1037909	AIR-HOCKEY	
<b>Registration Number:</b>	2887334	BIG BREAK	
<b>Registration Number:</b>	0692357		
<b>Registration Number:</b>	3037431	CENTENNIAL	
<b>Registration Number:</b>	1931436	CENTENNIAL	
<b>Registration Number:</b>	1765994		
<b>Registration Number:</b>	2994007	CONTENDER	
<b>Registration Number:</b>	2503175	CONTENDER	
<b>Registration Number:</b>	3151784	FIT-KEY	
<b>Registration Number:</b>	2258833	FIT-QUIK	
<b>Registration Number:</b>	2034839	FLEX DECK	
<b>Registration Number:</b>	5424799	FLEXFORM	
<b>Registration Number:</b>	5110104	GAME ON	
<b>Registration Number:</b>	3052269	GOLD CROWN	
<b>Registration Number:</b>	3246152	GOLD CROWN	
<b>Registration Number:</b>	1894652	GROUND BASE	
<b>Registration Number:</b>	2466157	HAMMER STRENGTH	
<b>Registration Number:</b>	2465543	HAMMER STRENGTH	
<b>TRADEMARK</b>			

OP \$1165.00 1037909

Property Type	Number	Word Mark
Registration Number:	1731248	HAMMER STRENGTH
Registration Number:	2570974	HAMMER STRENGTH
Registration Number:	1671236	HAMMER/STRENGTH
Registration Number:	3039594	HERITAGE
Registration Number:	4638382	INMOVEMENT
Registration Number:	5161798	INMOVEMENT
Registration Number:	4728950	
Registration Number:	4736349	INMOVEMENT
Registration Number:	1667709	ISO-LATERAL
Registration Number:	2647060	ISOTRACK
Registration Number:	5454308	LATITUDE
Registration Number:	1930717	LF
Registration Number:	1525954	LIFE FITNESS
Registration Number:	1613016	LIFE FITNESS
Registration Number:	1779665	LIFE FITNESS
Registration Number:	1977950	LIFE FITNESS
Registration Number:	1966143	LIFE FITNESS
Registration Number:	0890024	LIFECYCLE
Registration Number:	3398408	METRO
Registration Number:	1967367	MOTION TECHNOLOGY
Registration Number:	3098473	PAVILION
Registration Number:	2684608	PAVILION
Registration Number:	2859742	PRO 2
Registration Number:	2193873	SCIFIT
Registration Number:	4368620	SMASH
Registration Number:	1889993	SUPERSPEED
Registration Number:	2905548	TELE RAIL
Registration Number:	2955287	V-FORCE

**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

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	06/28/2019
<b>Total Attachments: 6</b> source=09b. Lumos - Trademark Security Agreement (Life Fitness, LLC)#page1.tif source=09b. Lumos - Trademark Security Agreement (Life Fitness, LLC)#page2.tif source=09b. Lumos - Trademark Security Agreement (Life Fitness, LLC)#page3.tif source=09b. Lumos - Trademark Security Agreement (Life Fitness, LLC)#page4.tif source=09b. Lumos - Trademark Security Agreement (Life Fitness, LLC)#page5.tif source=09b. Lumos - Trademark Security Agreement (Life Fitness, LLC)#page6.tif	

### 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):**

Life Fitness, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other LLC-DE
- 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:**

46

**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

Elaine Carrera

June 27, 2019

Date

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 LIFE FITNESS, LLC, a Delaware Limited Liability Company (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]

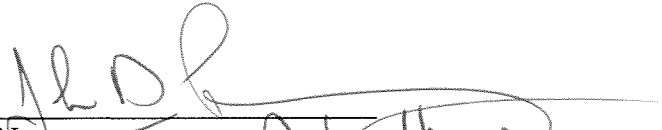
IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

LIFE FITNESS, LLC

By:   
Name: Kelly Kaiser  
Title: Secretary

*[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 LIFE FITNESS, LLC

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
AIR-HOCKEY	1,037,909	04/13/1976
BIG BREAK	2,887,334	09/21/2004
BLUE CIRCLE DESIGN	0,692,357	02/02/1960
CENTENNIAL	3,037,431	01/03/2006
CENTENNIAL	1,931,436	10/31/1995
CIRCLE WITH DARTS DESIGN	1,765,994	04/20/1993
CONTENDER	2,994,007	09/13/2005
CONTENDER	2,503,175	10/30/2001
FIT-KEY	3,151,784	10/03/2006
FIT-QUIK	2,258,833	07/06/1999
FLEX DECK	2,034,839	02/04/1997
FLEXFORM	5,424,799	03/13/2018
GAME ON	5,110,104	12/27/2016
GOLD CROWN	3,052,269	01/31/2006
GOLD CROWN	3,246,152	05/29/2007
GROUND BASE	1,894,652	05/16/1995
HAMMER STRENGTH	2,466,157	07/03/2001
HAMMER STRENGTH	2,465,543	07/03/2001
HAMMER STRENGTH	1,731,248	11/10/1992
HAMMER STRENGTH (Stylized)	2,570,974	05/21/2002
HAMMER/STRENGTH	1,671,236	01/07/1992
HERITAGE	3,039,594	01/10/2006
INMOVEMENT	4,638,382	11/11/2014
INMOVEMENT	5,161,798	03/14/2017
INMOVEMENT ICON	4,728,950	04/28/2015
INMOVEMENT LOGO	4,736,349	05/12/2015
ISO-LATERAL	1,667,709	12/10/1991
ISOTRACK	2,647,060	11/05/2002
LATITUDE	5,454,308	04/24/2018
LF and DESIGN	1,930,717	10/31/1995
LIFE FITNESS	1,525,954	02/21/1989
LIFE FITNESS	1,613,016	09/11/1990
LIFE FITNESS	1,779,665	06/29/1993
LIFE FITNESS	1,977,950	06/04/1996
LIFE FITNESS (Stylized)	1,966,143	04/09/1996
LIFECYCLE	0,890,024	04/02/1970
METRO	3,398,408	03/18/2008
MOTION TECHNOLOGY	1,967,367	04/09/1996
PAVILION	3,098,473	05/30/2006
PAVILION	2,684,608	02/04/2003
PRO 2	2,859,742	07/06/2004
SCIFIT	2,193,873	10/06/1998
SMASH	4,368,620	07/16/2013
SUPERSPEED	1,889,993	04/18/1995
TELE RAIL	2,905,548	11/30/2004
V-FORCE	2,955,287	05/24/2005

*U.S. Trademark Applications*

None.