

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721575

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|-----------------------------------|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Notice of Grant of Security Interest in Trademarks | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| LIFE FITNESS, LLC | | 04/15/2022 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | PLC Agent LLC, as Collateral Agent | | |
| Street Address: | 100 Federal Street, 20th Floor | | |
| City: | Boston | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02110 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 26 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3151784 | FIT-KEY | |
| Registration Number: | 2258833 | FIT-QUIK | |
| Registration Number: | 2034839 | FLEX DECK | |
| Registration Number: | 5424799 | FLEXFORM | |
| Registration Number: | 1894652 | GROUND BASE | |
| Registration Number: | 2466157 | HAMMER STRENGTH | |
| Registration Number: | 2465543 | HAMMER STRENGTH | |
| Registration Number: | 1731248 | HAMMER STRENGTH | |
| Registration Number: | 2570974 | HAMMER STRENGTH | |
| Registration Number: | 1667709 | ISO-LATERAL | |
| Registration Number: | 2647060 | ISOTRACK | |
| Registration Number: | 5454308 | LATITUDE | |
| Registration Number: | 1930717 | LF | |
| Registration Number: | 6356458 | LFX | |
| Registration Number: | 1525954 | LIFE FITNESS | |
| Registration Number: | 1613016 | LIFE FITNESS | |
| Registration Number: | 1779665 | LIFE FITNESS | |
| Registration Number: | 1977950 | LIFE FITNESS | |
| Registration Number: | 6259277 | LIFE FITNESS | |
| | | TRADEMARK | |

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------|
| Registration Number: | 1966143 | LIFE FITNESS |
| Registration Number: | 5910088 | LIFE FITNESS MEDIA |
| Registration Number: | 0890024 | LIFECYCLE |
| Registration Number: | 1967367 | MOTION TECHNOLOGY |
| Registration Number: | 2859742 | PRO 2 |
| Registration Number: | 2193873 | SCIFIT |
| Registration Number: | 2905548 | TELE RAIL |

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

| | |
|---------------------------|-------------------|
| NAME OF SUBMITTER: | Linda A. Salera |
| SIGNATURE: | /Linda A. Salera/ |
| DATE SIGNED: | 04/15/2022 |

Total Attachments: 5

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Notice of Grant of Security Interest in Trademarks

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of April 15, 2022 (this “Notice”), made by LIFE FITNESS, LLC, a Delaware limited liability company (the “Pledgor”), in favor of PLC AGENT LLC, as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement, dated as of April 15, 2022 (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “**Collateral Agreement**”), among LUMOS INTERNATIONAL HOLDINGS B.V., a limited liability company (besloten vennootschap met beperkte aansprakelijkheid) incorporated under the laws of the Netherlands, having its statutory seat in Amsterdam and registered with the Dutch trade register under number 74732854 (“**Holdings**”), Lumos Holdings US Acquisition Co. (the “**Borrower**”), each other Subsidiary of the Holdings from time to time party thereto (each, a “**Subsidiary Loan Party**” and collectively, the “**Subsidiary Loan Parties**”) and PLC AGENT LLC, 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 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 Obligations. This Notice and the security interest granted hereby shall terminate with respect to all of the Pledgor's Obligations and any Lien arising therefrom shall be released upon termination of the Collateral Agreement or release of the Pledgor's 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.

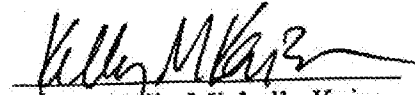
SECTION 6. Governing Law. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED 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 Michelle Kaiser

Title: Secretary

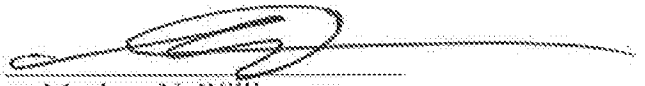
[Signature Page to Notice of Grant of Interest in Trademarks]

TRADEMARK
REEL: 007693 FRAME: 0341

PLC AGENT LLC,
as Collateral Agent

By: Pathlight Capital LP
Its: Sole Member

By: Pathlight GP LLC
Its: General Partner

By: 
Name: Matthew N. Williams
Title: Managing Director

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

TRADEMARK
REEL: 007693 FRAME: 0342

Schedule I
To Notice of Grant of Security Interest in Trademarks

Trademarks Owned by LIFE FITNESS, LLC

| Country | Mark Name | Owner | App. Date | App. No. | Reg. Date | Reg. No. |
|---------------|----------------------------|-------------------|------------|------------|------------|-----------|
| United States | FIT-KEY | Life Fitness, LLC | 07/07/2004 | 78/447,225 | 10/03/2006 | 3,151,784 |
| United States | FIT-QUIK | Life Fitness, LLC | 11/11/1997 | 75/388,052 | 07/06/1999 | 2,258,833 |
| United States | FLEX DECK | Life Fitness, LLC | 03/10/1995 | 74/644,676 | 02/04/1997 | 2,034,839 |
| United States | FLEXFORM | Life Fitness, LLC | 01/31/2017 | 87/318,824 | 03/13/2018 | 5,424,799 |
| United States | GROUND BASE | Life Fitness, LLC | 03/19/1993 | 74/369,250 | 05/16/1995 | 1,894,652 |
| United States | HAMMER STRENGTH | Life Fitness, LLC | 10/22/1998 | 75/575,070 | 07/03/2001 | 2,466,157 |
| United States | HAMMER STRENGTH | Life Fitness, LLC | 05/04/2000 | 76/040,170 | 07/03/2001 | 2,465,543 |
| United States | HAMMER STRENGTH | Life Fitness, LLC | 02/24/1992 | 74/248,941 | 11/10/1992 | 1,731,248 |
| United States | HAMMER STRENGTH (Stylized) | Life Fitness, LLC | 08/25/2000 | 76/116,442 | 05/21/2002 | 2,570,974 |
| United States | ISO-LATERAL | Life Fitness, LLC | 04/20/1990 | 74/051,098 | 12/10/1991 | 1,667,709 |
| United States | ISOTRACK | Life Fitness, LLC | 06/04/2001 | 76/265,197 | 11/05/2002 | 2,647,060 |
| United States | LATITUDE | Life Fitness, LLC | 08/22/2016 | 87/146,033 | 04/24/2018 | 5,454,308 |
| United States | LF and DESIGN | Life Fitness, LLC | 02/17/1994 | 74/493,397 | 10/31/1995 | 1,930,717 |
| United States | LFX | Life Fitness, LLC | 10/18/2018 | 88/160,454 | 05/18/2021 | 6,356,458 |
| United States | LIFE FITNESS | Life Fitness, LLC | 07/15/1988 | 73/740,222 | 02/21/1989 | 1,525,954 |
| United States | LIFE FITNESS | Life Fitness, LLC | 08/14/1989 | 73/819,128 | 09/11/1990 | 1,613,016 |
| United States | LIFE FITNESS | Life Fitness, LLC | 12/01/1989 | 74/007,979 | 06/29/1993 | 1,779,665 |
| United States | LIFE FITNESS | Life Fitness, LLC | 02/14/1995 | 74/634,142 | 06/04/1996 | 1,977,950 |
| United States | LIFE FITNESS | Life Fitness, LLC | 12/20/2019 | 88/734,977 | 02/02/2021 | 6,259,277 |
| United States | LIFE FITNESS (Stylized) | Life Fitness, LLC | 02/25/1994 | 74/494,601 | 04/09/1996 | 1,966,143 |
| United States | LIFE FITNESS MEDIA | Life Fitness, LLC | 11/05/2018 | 88/181,797 | 11/12/2019 | 5,910,088 |
| United States | LIFECYCLE | Life Fitness, LLC | 03/17/1969 | 72/321,948 | 04/02/1970 | 890,024 |
| United States | MOTION TECHNOLOGY | Life Fitness, LLC | 06/16/1994 | 74/538,533 | 04/09/1996 | 1,967,367 |
| United States | PRO 2 | Life Fitness, LLC | 07/21/2003 | 76/531,051 | 07/06/2004 | 2,859,742 |
| United States | SCIFIT | Life Fitness, LLC | 11/11/1997 | 75/388,072 | 10/06/1998 | 2,193,873 |
| United States | TELE RAIL | Life Fitness, LLC | 09/10/2002 | 76/448,294 | 11/30/2004 | 2,905,548 |