

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721597

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CYBEX INTERNATIONAL, INC.		04/15/2022	Corporation: NEW YORK
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: 20			
Property Type	Number	Word Mark	
Registration Number:	3347175	ARC TRAINER	
Registration Number:	3962499	BRAVO	
Registration Number:	1576232	CYBEX	
Registration Number:	1577528	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:	4925680	CYBEX FIT	
Registration Number:	3937368	CYBEX GOLF FITNESS	
Registration Number:	1281435	EAGLE	
Registration Number:	4894615	PRESTIGE	
Registration Number:	5307745	PWR PLAY	
Registration Number:	5077838	SPARC	
Registration Number:	4921472	SPARC TRAINER	
Registration Number:	5302767	STRUCTURE	
		TRADEMARK	

CH \$515.00 3347175

Property Type	Number	Word Mark
Registration Number:	2967092	
CORRESPONDENCE DATA		
Fax Number:	6173417701	
<i>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.</i>		
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 CYBEX INTERNATIONAL, INC., a New York corporation (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.

CYBEX INTERNATIONAL, INC.

By: 
Name: Kelly Michelle Kaiser
Title: Secretary

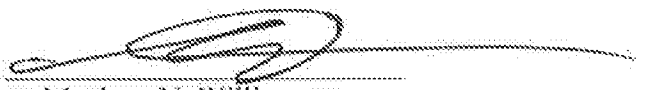
[Signature Page to Notice of Grant of Interest in Trademarks]

TRADEMARK
REEL: 007693 FRAME: 0464

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]

Schedule I
To Notice of Grant of Security Interest in Trademarks

Trademarks Owned by CYBEX INTERNATIONAL, INC.

Country	Mark Name	Owner	App. Date	App. No.	Reg. Date	Reg. No.
United States	ARC TRAINER	Cybox International, Inc.	03/02/2007	77/120,833	12/04/2007	3,347,175
United States	BRAVO	Cybox International, Inc.	08/09/2009	77/800,356	05/17/2011	3,962,499
United States	CYBEX	Cybox International, Inc.	10/17/1988	73/757,911	01/09/1990	1,576,232
United States	CYBEX	Cybox International, Inc.	05/19/1989	73/801,152	01/16/1990	1,577,528
United States	CYBEX	Cybox International, Inc.	09/25/1989	73/827,173	06/19/1990	1,602,972
United States	CYBEX	Cybox International, Inc.	03/27/1996	75/079,423	12/24/1996	2,025,773
United States	CYBEX & Design	Cybox International, Inc.	01/20/1998	75/420,684	01/12/1999	2,217,402
United States	CYBEX & Design	Cybox International, Inc.	01/16/1998	75/419,368	02/16/1999	2,224,232
United States	CYBEX & Design	Cybox International, Inc.	01/16/1998	75/419,256	02/23/1999	2,225,797
United States	CYBEX & Design	Cybox International, Inc.	01/16/1998	75/419,160	04/25/2000	2,346,002
United States	CYBEX & Design	Cybox International, Inc.	01/16/1998	75/418,860	04/25/2000	2,346,000
United States	CYBEX FIT	Cybox International, Inc.	05/08/2015	86/623,243	03/29/2016	4,925,680
United States	CYBEX GOLF FITNESS	Cybox International, Inc.	07/21/2010	85/089,497	03/29/2011	3,937,368
United States	EAGLE	Cybox International, Inc.	05/12/1983	73/425,522	06/12/1984	1,281,435
United States	PRESTIGE	Cybox International, Inc.	04/22/2015	86/605,626	02/02/2016	4,894,615
United States	PWR PLAY	Cybox International, Inc.	07/08/2016	87/097,892	10/10/2017	5,307,745
United States	SPARC	Cybox International, Inc.	04/05/2016	86/965,040	11/08/2016	5,077,838
United States	SPARC TRAINER	Cybox International, Inc.	03/18/2015	86/567,879	03/22/2016	4,921,472
United States	STRUCTURE	Cybox International, Inc.	07/08/2016	87/097,904	10/03/2017	5,302,767
United States	VORTEX Design	Cybox International, Inc.	06/03/2004	78/429,463	07/12/2005	2,967,092