

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM841904

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks (ABL)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Life Fitness, LLC		09/22/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION, as Collateral Agent		
Street Address:	2100 Ross Avenue, Suite 1850		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87814933	HALO	
Serial Number:	87816752	HALO	
Serial Number:	98035344	HALO	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.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:	Sophie Bolt		
SIGNATURE:	/Sophie Bolt/		
DATE SIGNED:	09/26/2023		
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):

Life Fitness, LLC

☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other LLC

Citizenship (see guidelines) Delaware, USA

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) September 22, 2023

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Notice of Grant of Security Interest in Trademarks (ABL)

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: PNC BANK, NATIONAL ASSOCIATION, as Collateral Agent

Street Address: 2100 Ross Avenue, Suite 1850

City: Dallas

State: Texas

Country: USA Zip: 75201

☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship National Association, USA
☐ 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 1

B. Trademark Registration No.(s)
See Schedule 1

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: Sophie Bolt

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: SBolt@cahill.com

6. Total number of applications and registrations involved:

3

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: Sophie Bolt

Signature

Sophie Bolt

Name of Person Signing

September 25, 2023

Date

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

TRADEMARK
REEL: 008209 FRAME: 0487

Notice of Grant of Security Interest in Trademarks

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (ABL), dated as of September 22, 2023 (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 Second Amended and Restated 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 Holdings US Acquisition Co. (the “*U.S. Borrower*” or “*Borrower Representative*”), each other Subsidiary of Holdings 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. The words “execution”, “signed”, “signature,” and words of like import in this Notice shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law or regulation, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

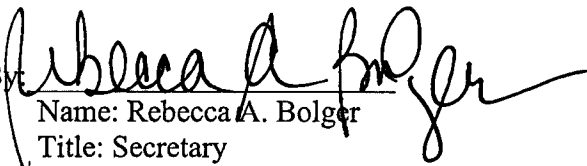
SECTION 5. **Termination.** This Notice is made to secure the payment of the Secured Obligations. This Notice and the security interest granted hereby shall terminate with respect to all of the Pledgor’s Secured Obligations and any Lien arising therefrom shall be released upon termination of the Collateral 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: Rebecca A. Bolger
Title: Secretary

PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent,

By: 
Name: Kayla Reuter
Title: Vice President

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by LIFE FITNESS, LLC

Trademark	Application No.	Reg. No.
HALO	87814933	7043184
	87816752	7043185
HALO	98035344	