

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM703813

| | | | |
|-----------------------------------|--------------------------------------|-----------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Partial Release of Security Interest | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PNC BANK, NATIONAL ASSOCIATION | | 01/21/2022 | Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Life Fitness, LLC | | |
| Street Address: | 10601 Belmont Avenue | | |
| City: | Franklin Park | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60131 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 18 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1037909 | AIR-HOCKEY | |
| Registration Number: | 2887334 | BIG BREAK | |
| Registration Number: | 692357 | | |
| Registration Number: | 3037431 | CENTENNIAL | |
| Registration Number: | 1931436 | CENTENNIAL | |
| Registration Number: | 1765994 | | |
| Registration Number: | 2994007 | CONTENDER | |
| Registration Number: | 2503175 | CONTENDER | |
| Registration Number: | 5110104 | GAME ON | |
| Registration Number: | 3052269 | GOLD CROWN | |
| Registration Number: | 3246152 | GOLD CROWN | |
| Registration Number: | 3039594 | HERITAGE | |
| Registration Number: | 3398408 | METRO | |
| Registration Number: | 3098473 | PAVILION | |
| Registration Number: | 2684608 | PAVILION | |
| Registration Number: | 4368620 | SMASH | |
| Registration Number: | 1889993 | SUPERSPEED | |
| Registration Number: | 2955287 | V-FORCE | |

OP \$465.00 1037909

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:** Michael.Violet@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: | 01/21/2022 |

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):

PNC BANK, NATIONAL ASSOCIATION

- Individual(s)
- Partnership
- Corporation- State: _____
- 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) January 21, 2022

- Assignment
- Security Agreement
- Other Partial Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Life Fitness, LLC

Street Address: 10601 Belmont Avenue

City: Franklin Park

State: IL

Country: USA Zip: 60131

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

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,
32 Old Slip

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:

18

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

January 21, 2022
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

RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of January 21, 2022 (the “Effective Date”), is made by PNC BANK, NATIONAL ASSOCIATION, in its capacity as Collateral Agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain U.S. Collateral Agreement, dated as of June 27, 2019, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “U.S. Collateral Agreement”), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the U.S. Collateral Agreement, the Grantor executed and delivered a Notice of Grant of Security Interests in Trademarks, dated as of June 27, 2019 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 28, 2019 at Reel/Frame 6681/0252;

WHEREAS, in reliance of the Grantor’s representations and warranties concerning the transactions referenced in that certain Confirmation of Partial Release, the Agent has agreed to release, discharge, terminate and cancel its security interest in certain specified collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the U.S. Collateral Agreement or the Trademark Security Agreement, as applicable.
2. Release of Specified Collateral. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth Schedule I attached hereto (the “Released Trademark Collateral”), arising under the U.S. Collateral Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Limitation. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the U.S. Collateral Agreement or the Trademark Security Agreement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the U.S. Collateral Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Agent’s security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably


requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[Signature pages follow.]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**PNC BANK, NATIONAL ASSOCIATION,
acting in its capacity as agent for the Lenders**

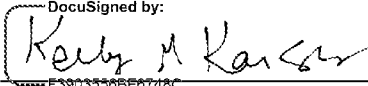
By: 

Name: Anita Puligandla

Title: Senior Vice President

GRANTOR:

Life Fitness, LLC

DocuSigned by:
By:  _____
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Name: Kelly Kaiser

Title: Secretary

SCHEDULE I
TO TRADEMARK PARTIAL RELEASE

| Owner | Mark | Reg. No. | Reg. Date |
|-------------------|--------------------------|-----------|------------|
| Life Fitness, LLC | AIR-HOCKEY | 1,037,909 | 04/13/1976 |
| Life Fitness, LLC | BIG BREAK | 2,887,334 | 09/21/2004 |
| Life Fitness, LLC | BLUE CIRCLE DESIGN | 692,357 | 02/02/1960 |
| Life Fitness, LLC | CENTENNIAL | 3,037,431 | 01/03/2006 |
| Life Fitness, LLC | CENTENNIAL | 1,931,436 | 10/31/1995 |
| Life Fitness, LLC | CIRCLE WITH DARTS DESIGN | 1,765,994 | 04/20/1993 |
| Life Fitness, LLC | CONTENDER | 2,994,007 | 09/13/2005 |
| Life Fitness, LLC | CONTENDER | 2,503,175 | 10/30/2001 |
| Life Fitness, LLC | GAME ON | 5,110,104 | 12/27/2016 |
| Life Fitness, LLC | GOLD CROWN | 3,052,269 | 01/31/2006 |
| Life Fitness, LLC | GOLD CROWN | 3,246,152 | 05/29/2007 |
| Life Fitness, LLC | HERITAGE | 3,039,594 | 01/10/2006 |
| Life Fitness, LLC | METRO | 3,398,408 | 03/18/2008 |
| Life Fitness, LLC | PAVILION | 3,098,473 | 05/30/2006 |
| Life Fitness, LLC | PAVILION | 2,684,608 | 02/04/2003 |
| Life Fitness, LLC | SMASH | 4,368,620 | 07/16/2013 |
| Life Fitness, LLC | SUPERSPEED | 1,889,993 | 04/18/1995 |
| Life Fitness, LLC | V-FORCE | 2,955,287 | 05/24/2005 |