

Docket No.:

FORM PTO-1595 (Modified)
(Rev. 03-01)
OMB No. 0651-0027 (exp. 6/31/2002)
P05/REV03

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

PATENTS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Schwinn Cycling & Fitness, Inc.

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ OtherExecution Date: September 20, 2001

2. Name and address of receiving party(ies):

Name: Nautilus, Inc.Internal Address: 1886 Prairie Way, Louisville, Colorado80027Street Address: 1886 Prairie WayCity: Louisville State: CO ZIP: 80027Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

See Attached
Exhibit A

B. Patent No.(s)

See Attached
Exhibit AAdditional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Dorsey & Whitney LLPInternal Address: 370 17th Street, Suite 4700,Denver, Colorado 80202-5647Street Address: 370 17th Street, Suite 4700City: Denver State: CO ZIP: 80202

6. Total number of applications and patents involved:

27

7. Total fee (37 CFR 3.41):.....\$ 1,080.00☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☒ Authorized to be charged to deposit account

8. Deposit account number:

04-1415

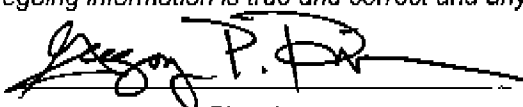
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Gregory P. Durbin

Name of Person Signing



Signature

October 15, 2002

Date

Total number of pages including cover sheet, attachments, and document:

14
PATENT

700018683

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

REEL: 13169 FRAME: 0610

EXHIBIT A

Appl. No.	Filing Date	Pat. No.	Issue Date	Title	Case	Sub
08/919695	28-Aug-1997	5961424	05-Oct-1999	Free Wheel Clutch Mechanism	5451	02
09/379560	23-Aug-1999			Free Wheel Clutch Mechanism	5451	03
09/379488	23-Aug-1999			Free Wheel Clutch Mechanism	5451	04
09/803630	09-Mar-2001			Free Wheel Clutch Mechanism	5451	23
08/829131	28-Mar-1997	5938551	17-Aug-1999	Variable Tension Pulley System	5453	00
09/040551	18-Mar-1998	6035743	14-Mar-2000	Multi-Functional Clipless Pedal	5457	00
09/502744	11-Feb-2000			Multi-Functional Clipless Pedal	5457	02
06/815356	30-Dec-1985	4936570	26-Jun-1990	Box Beam Bicycle Type Frame	5482	00
07/490940	08-Mar-1990	5046723	10-Sep-1991	Box Beam Bicycle Type Frame	5482	02
05/828737	29-Aug-1977	4188030	12-Feb-1980	Cycle Exerciser	5502	00
07/903241	23-Jun-1992	5211613	18-May-1993	Exercising Machine with Improved Anti-Drafting Energy	5504	00
06/271675	08-Jun-1981	4438921	27-Mar-1984	Calibration of Load Indicator for Ergometric Exerciser	5509	00
28/555201	25-Nov-1983	D289782	12-May-1987	Exerciser Frame	5510	00
28/147001	27-Nov-1987	D306626	13-Mar-1990	Cycle Exerciser	5515	00
06/032242	20-Apr-1979	4291872	29-Sep-1981	Ergometric Exerciser with Fluid-Actuated Indicator	5517	00
28/833603	15-Sep-1977	D253981	22-Jan-1980	Reading Stand for Exerciser	5519	00
06/111483	14-Jan-1980	4286696	01-Sep-1981	Brake Flywheel for Bicycle-Type Ergometric Exerciser	5524	00
09/522529	10-Mar-2000			Apparatus, System and Method for Determining the Amount of Weight Lifted	5528	02
09/848112	02-May-2001			Exercise Equipment With Multi-Positioning Handles	5536	02
60/274590	09-Mar-2001			Group Exercise Training Program	10029	00
60/262768 ¹	19-Jan-2001			Exercise Bicycle	5893	00
09/805067	12-Mar-2001			Group Exercise Training Program	10029	02
09/802835	08-Mar-2001			Adjustable-Load Unitary Multi-Position Bench Exercise Unit	10031	00
09/848105	02-May-2001			Exercise Device with Body Extension Mechanism	11006	00
09/862001 ²	02-May-2001			Exercise Equipment Providing for Natural Movement	11007	00
29/135826	19-Jan-2001	D460794	23-Jul-2002	Exercise Bicycle Frame	5894	00
29/135961	22-Jan-2001	D460133	09-Jul-2002	Exercise Bicycle Frame	5894	02

PATENT

REEL: 13169 FRAME: 0611

EXHIBIT A

- ¹ In the Intellectual Property Assignment from Schwinn Cycling & Fitness Inc. to Nautilus, Inc. dated September 20, 2001, Schedule B, Pending U.S. Patents, U.S. patent application No. 60/262,768 entitled "Exercise Bicycle" was inadvertently misidentified as "60/262,968", all other information mentioned therein is correct.
- ² In the Intellectual Property Assignment from Schwinn Cycling & Fitness Inc. to Nautilus, Inc. dated September 20, 2001, Schedule B, Pending U.S. Patents, inadvertently omitted the application number and inadvertently misidentified the filing date as May 3, 2001 for U.S. patent application No. 09/862,001, filed May 2, 2001 entitled "Exercise Equipment Providing for Natural Movement", all other information mentioned therein is correct.

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made and entered into as of September 20, 2001 by and between Schwinn Cycling & Fitness, Inc., a Delaware corporation, ("Assignor") and Nautilus, Inc., a Washington Corporation, ("Assignee").

WHEREAS, Assignor has adopted, used and is using the marks listed on Schedule A hereto, which may be registered in the U.S. Patent and Trademark Office and/or foreign trademark offices or may be the subject of pending applications as is detailed in Schedule A, and owns all right, title and interest to the same, including all goodwill and common law rights associated therewith (collectively, the "Marks"); and

WHEREAS, Assignor is the owner, by assignment, of all right, title and interest in and to the designs, inventions and patents listed in Schedule B annexed hereto, and any patents which may be later obtained therefor or thereon (collectively, the "Patents") and other assets set forth in Schedule C, including domain names (which, together with the Marks, Patents and all other Fitness Intellectual Property (as defined in the Asset Purchase Agreement between Assignor and Direct Focus, Inc.) not assigned to Pacific Direct, LLC shall be collectively referred to hereinafter as the "Intellectual Property"); and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Intellectual Property, including the goodwill associated therewith and any registrations or pending applications therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges:

1. Assignor hereby assigns, transfers, and delivers to Assignee all of its rights, title and interest in and to the Intellectual Property, including any registrations or pending applications therefor, the goodwill of the business symbolized thereby, any re-issue, continuation, continuation-in-part, division, improvement or extension thereof, and all proceeds thereof, including, without limitation, any and all causes of action for infringement thereof and any and all royalties for any licenses thereof (collectively, the "Assets"), the Assets to be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns or other legal representatives to the full end of the term or terms for which the Intellectual Property may be granted, as fully and entirely as the same would have been enjoyed by the Assignor, had this Assignment not been made.

2. Assignor agrees that the Assets as defined herein includes all rights to sue, bring actions for and recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses of the Intellectual Property.

3. The Assignor also hereby covenants and agrees that the Assignor shall, at the request of Assignee or its counsel, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Assignment, and to transfer and vest title to and in the Assets and to procure, maintain, enforce and protect the right, title and interest in and enjoyment of all of the Assets assigned, transferred and conveyed to Assignee pursuant to this Assignment; provided,

however, this Assignment shall be effective regardless of whether any such additional documents are executed.

4. This Assignment shall be binding upon Assignor, Assignor's successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity therewith.

IN WITNESS WHEREOF, the Assignor has executed this Assignment and caused the same to be duly delivered on its behalf on the day and year first set forth above.

SCHWINN CYCLING & FITNESS INC.

By: _____
Name:
Title:

ACKNOWLEDGED:

NAUTILUS INC.

By: *Brian R. Cook*
Name: *Brian R. Cook*
Title: *President*

2/11

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P. 6

however, this Assignment shall be effective regardless of whether any such additional documents are executed.

4. This Assignment shall be binding upon Assignor, Assignor's successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity therewith.

IN WITNESS WHEREOF, the Assignor has executed this Assignment and caused the same to be duly delivered on its behalf on the day and year first set forth above.

SCHWINN CYCLING & FITNESS INC.

By: 

Name:

Title:

Garrett P. Landrum
Vice President

ACKNOWLEDGED:

NAUTILUS INC.

By: 

Name: Brian R. Cook

Title: President

3/11

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2

**SCHEDULE A
Trademarks**

A. Active U.S. Trademarks

REDACTED

4/11

B. Inactive fitness trademarks

REDACTED

C. International Trademarks

REDACTED

5/11

REDACTED

D. International Pending Trademarks

REDACTED

E. Brand Names

REDACTED

6/11

REDACTED

7/11

SCHEDULE B

Patents

A. U.S. Patents

Country	Patent No.	Issue Date	Inventor(s)	Title	Serial No.	Filing Date	Exp. Date	Status
REDACTED								
United States	4,285,696	9/1/81	Szymiski	Brake Flywheel for Bicycle-Type Ergometric Exerciser	111483	1/14/80	9/1/99	Current
United States	4,438,821	3/27/84	Szymiski	Calibration of Load Indicator for Ergometric Exerciser	271675	6/8/81	3/27/01	Current
United States	D306,626	3/13/80		Cycle Exerciser				Current
United States	4,291,872	9/29/81	Brando, Szymiski	Ergometric Exerciser with Fluid-Actuated Indicator	032242	4/20/79	4/20/99	Current
United States	D289,782	5/12/87		Exerciser Frame				Current
United States	5,211,613	5/18/93		Exercising Machine with Improved Anti-drafting Energy				Current
United States	5,961,424	10/5/99	Warner, Harding, Wu	Free Wheel Clutch Mechanism	08/918695	8/28/97		Current
United States	6,036,743	3/14/00		Multi-Functional Clutchless Pedal				Current
United States	5,938,651	8/17/99	Warner	Variable Tension Pulley System	08/828131	3/28/97		Current
United States	6,166,030	2/12/90		Cycle Exerciser				
United States	D 253,981	1/22/80		Reading Stand For Exerciser				
United States	5,046,723	9/10/91		Box Beam Bicycle Type Frame				
United States	4,936,570	6/26/90		Box Beam Bicycle Type Frame				

B. Pending U.S. Patents

Country	Serial No. #	Filing Date	Inventor(s)	Title	Status
United States	80/274590	3/8/01		Group Exercise Training Program	Pending
United States	09/806067	3/12/01		Group Exercise Training Program	Pending
United States	09/802835	3/9/01	Baker, Harding, Krapel, Lull, Trevino, Warner	Adjustable-Load Unitary Multi-Position Bench Exercise Unit	Pending
United States	09/848105	5/2/01	Mordillo, Mosimann, Portez, Schweizer	Exercise Equipment with Body Extension Mechanism	Pending
United States		5/3/01	Mordillo, Mosimann, Portez, Schweizer	Exercise Equipment Providing for Natural Movement	Pending
United States	09/379660	8/23/99		Free Wheel Clutch Mechanism	Pending
United States	09/379498	8/23/99		Free Wheel Clutch Mechanism	Pending
United States	09/809630	3/9/01		Free Wheel Clutch Mechanism	Pending
United States	502744	2/11/00		Multi-Functional Clutchless Pedal	Pending
United States	522529	3/10/00		Apparatus, System and Method for Determining the Amount of Weight Lifted on an Exercise Weight Machine	Pending
United States	09/848112	5/2/01		Exercise Equipment with multi-positioning handles	Pending
United States	80/262988	1/19/01		Exercise Bicycle Frame	Pending
United States	28/135926	1/19/01		Exercise Bicycle Frame	Pending
United States	29/135931	1/22/01		Exercise Bicycle Frame	Pending

8/11

C. Foreign Registered Patents

REDACTED

D. Foreign Pending Patents

REDACTED

9/11

REDACTED

10/11

SCHEDULE C

Other Intellectual Property

A. Copyrighted Materials/Trade Secrets

REDACTED

B. Domain Names

REDACTED

11/11