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To the Honorable Commissioner of Patents and Trademarks	102248477 September 6, 2002	
Please record the attached original documents or copy thereof.		
Name of conveying party(ies):	2. Name and address of receiving party(ies):	
Gregory M. Webb and Mickey J. Hall	Nautilus Human Performance Systems, Inc. 709 Powerhouse Road Independence, Virginia 24348	
Additional name(s) of conveying party(ies) attached. Yes No		
3. Nature of conveyance:		
x Assignment Merger Security Agreement Change of Name Other		
Execution Date: August 29, 2002	Additional name(s) & address(es) attached? Yes No	
If this document is being filed together with a new application, the is: Additional numbers attached? Yes No Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: _1 7. Total fee (37 CFR 3.41) \$40.00	
James R. Cannon Myers Bigel Sibley & Sajovec P. O. Box 37428 Raleigh NC 27627	Enclosed Authorized to be charged to deposit account	
	8. Deposit account number:	
DO NOT USE THIS SPACE		
9. Statement and signature To the best of my knowledge and belief, the foregoing information of the original document.	on is true and correct and any attached copy is a true copy	
James R. Cannon, Reg. No. 35,839	11410	
Name of Person Signing / Signature Total number of pages including cover sheet, attachments and documents.	Date	
and the second s		

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ASSIGNMENT

THIS ASSIGNMENT, made by us, **Gregory M.** Webb, citizen of the United States of America, having a mailing address of P.O. Box 665, Independence, Virginia 24348; and **Mickey J. Hall**, citizen of the United States of America, residing at 1351 Bald Knob Rd., Sparta, North Carolina 28675;

WITNESSETH: That,

WHEREAS, we are the joint inventors of certain new and useful improvements in LEG PRESS WEIGHT TRAINING MACHINE for which an application for United States Letters Patent has been filed under Application No. 10/192,330, filed July 10, 2002; and

WHEREAS, Nautilus Human Performance Systems, Inc., a Virginia corporation having a principal place of business at 709 Powerhouse Road, City of Independence, State of Virginia 24348, hereinafter referred to as assignee, is desirous of acquiring the entire right, title and interest in and to said invention as described in said application, and in and to any and all Letters Patent which shall be granted therefor in the United States of America and all foreign countries;

NOW, THEREFORE, To Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we have sold and by these presents do hereby sell, assign, transfer, and convey unto the said assignee, its successors and assigns, the entire right, title, and interest in and to the said invention and application, and in and to any and all continuations, continuations-in-part, or divisions thereof, and in and to any and all Letters Patent of the United States of America and all foreign countries or reissues or other forms of protection thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted along with any term extensions thereon or therefor, together with the right to claim the priority of said application in all foreign countries in accordance with the International Convention, the same to be held and enjoyed by said assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

We hereby request that said Letters Patent be issued in accordance with this assignment.

Page 1 of 3

We further covenant and agree that, at the time of the execution and delivery of these presents, we possess full title to the invention and application above-mentioned, and that we have the unencumbered right and authority to make this assignment.

We further covenant and agree to promptly communicate to said assignee or its representatives any facts known to us relating to said invention, to testify in any interference or legal proceedings involving said invention, to execute any additional papers which may be requested to confirm the right of the assignee, its representatives, successors, or assigns to secure patent or similar protection for the said invention in all countries and to vest in the assignee complete title to the said invention and Letters Patent, without further compensation, but at the expense of said assignee, its successors, assigns, and other legal representatives; and we hereby instruct, and further covenant and agree to bind our heirs, legal representatives, and assigns, to do same, without further compensation, but at the expense of said assignee or its representatives.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this $\frac{29^{+h}}{}$ Sugary M. Well- (SEAL)

STATE OF VIRGINIA COUNTY OF Grayen

Before me personally appeared Gregory M. Webb the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purposes therein stated, this 29th day of Hugust

SEAL

My Commission Expires: January 31, 7005

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 29th day of Cugust, 2002. (SEAL) Mickey J. Hall
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STATE OF VIRGINIA)
COUNTY OF Grayson) ss:
Before me personally appeared Mickey J. Hall the person described in and who
executed the foregoing instrument, and he acknowledged to me that he executed the same for
the purposes therein stated, this 29th day of fugust, 2002.
Joni a Parle
Notary Public

SEAL
My Commission Expires: January 31, 2005

RECORDED: 09/11/2002