

Docket No.: 34005/US/2

FORM PTO-1695 (Modified)
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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Andrew P. Lull

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):
Name: **Nautilus, Inc.**
Address: **1400 NE 136th Avenue**

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: **May 10, 2005**

City: **Vancouver** State/Prov.: **WA**
Country: **U.S.A.** ZIP: **98684-0818**

Additional name(s) & address(es) 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:

Patent Application No.	Filing date	B. Patent No.(s)
11/065,891	February 25, 2005	

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Gregory P. Durbin, Esq.**
Registration No. **42,503**
Address: **DORSEY & WHITNEY LLP**
370 Seventeenth Street, Suite 4700

City: **Denver** State/Prov.: **CO**
Country: **U.S.A.** ZIP: **80202-5647**

6. Total number of applications and patents involved: **1**


7. Total fee (37 CFR 3.41):.....\$ **40.00**

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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  **May 24, 2005**

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and

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Docket No. 34005/US/2

ASSIGNMENT

WHEREAS, Andrew P. Lull, residing at 2639 Juniper Avenue, Boulder, Colorado 80304 (hereinafter, individually and collectively the "Assignor"), have invented certain new and useful systems, devices, and methods disclosed and described in a utility application for Letters Patent in the United States ("U.S."), titled "EXERCISE DEVICE WITH TREADLES", which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 11/065,891, filed on February 25, 2005 (the "Utility Application") with attorney docket no. 34005/US/2, and Taiwan patent application No. 94106060, titled "Exercise Device With Treadles", filed on March 1, 2005, with attorney docket No. 34005/TW and PCT application No. PCT/US2005/06747, titled "Exercise Device With Treadles", filed on February 28, 2005, with attorney docket No. 34005/PCT (the "Foreign Applications"); and

WHEREAS, Nautilus, Inc., a corporation organized and existing under the laws of the State of Washington, and having its principal place of business at 1400 NE 136th Avenue, Vancouver, Washington 98684-0818 (the "Assignee"), by an earlier Assignment dated March 29, 2004, owns all right, title and interest in and to the U.S. Provisional Application No. 60/548,265, filed on February 26, 2004 entitled "Exercise Device With Treadles", to which the Utility Application and Foreign Applications claim priority;

WHEREAS, to the extent that Assignor now owns any right, title and interest in the invention described and claimed in the Utility Application and the Foreign Applications not already transferred to Nautilus, Inc. by the earlier Assignment, Assignor is desirous of assigning such interest and the Utility Application, and the Foreign Applications, any provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights"); and

WHEREAS, Assignee desires to acquire any and all, right, title, and interest of Assignor in and to the invention(s), the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor;

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration to Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transfer and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the invention(s), Patent Rights, and any and all Letters Patent to be obtained therefor;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other

