

Docket No.: 34007/US/2

FORM PTO-1585 (Modified)  
(Rev. 03-01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
P06A/REV03

RECORDATION FORM COVER SHEET

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Patent and Trademark Office

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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):  
 (1) **Bradley J. Smith**  
 (2) **Richard W. Trevino**  
 (3) **Douglas A. Crawford**

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: (1) 06/15/05; (2) 06/01/05; (3) 05/26/05

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)
<u>11/065,770</u>	<u>February 25, 2005</u>	

Additional numbers  Yes  No

6. Total number of applications and patents involved: 1

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

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)

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

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

JUNE 30, 2005  
 Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:  
 Mail Stop Assignment Recordation Services  
 Director of the United States Patent and Trademark Office  
 P.O. Box 1450, Alexandria, VA 22313-1450

PATENT

REEL: 016448 FRAME: 0342

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**ASSIGNMENT**

WHEREAS, Bradley J. Smith, residing at 10452 Ranch Road, Tyler, Texas 75703, Richard W. Trevino, whose post office address is: P.O. Box 6, Whitehouse, Texas, 75791, and Douglas A. Crawford, residing at 2543 Otter Court, Lafayette, Colorado 80026, (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 "DUAL TREADMILL EXERCISE DEVICE HAVING A SINGLE REAR ROLLER", which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 11/065,770, filed on February 25, 2005 (the "Utility Application") with attorney docket no. 34007/US/2, and Taiwan patent application No. 94106054, titled "Dual Treadmill Exercise Device Having a Single Rear Roller", filed on March 1, 2005, with attorney docket No. 34007/TW and PCT application No. PCT/US2005/006536, titled "Dual Treadmill Exercise Device Having a Single Rear Roller", filed on February 28, 2005, with attorney docket No. 34007/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 April 5, 2004, owns all right, title and interest in and to the U.S. Provisional Application No. 60/548,811, filed on February 26, 2004 entitled "Dual Treadmill Exercise Device Having a Single Rear Roller", 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;

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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 writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Utility Application and Foreign Applications and otherwise take advantage of the provisions of any international conventions.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 6-15-05

By: *Bradley J. Smith*  
Bradley J. Smith

STATE OF TEXAS )  
COUNTY OF Smith ) ss.

On this 15 day of June, 2005, before me a Notary Public in and for said county, personally appeared Bradley J. Smith who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.



*Mary Lou Hughes*  
Notary Public

My commission expires: 2-27-06

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IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 6-1-05

By: Richard W. Trevino  
Richard W. Trevino

STATE OF TEXAS }  
COUNTY OF Smith } ss.

On this 1<sup>st</sup> day of June, 2005, before me a Notary Public in and for said county, personally appeared Richard W. Trevino who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.



Kelly H. Dison  
Notary Public

My commission expires: 3-20-2007

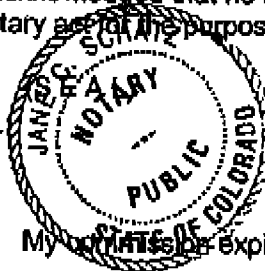
IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 5/26/05

By: Douglas A. Crawford  
Douglas A. Crawford

STATE OF COLORADO }  
COUNTY OF Boulder } ss.

On this 26<sup>th</sup> day of May, 2005, before me a Notary Public in and for said county, personally appeared Douglas A. Crawford who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.



James C. Schatz  
Notary Public

My commission expires: 9/28/06

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**ACCEPTANCE OF ASSIGNMENT**

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

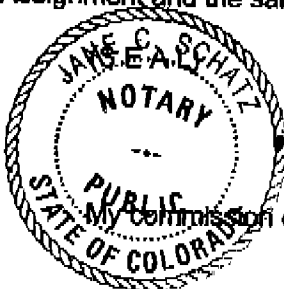
IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

NAUTILUS, INC.

Date: 6/16, 2005 By: Holden J. Bank  
Name: Holden J. Bank  
Title: Corporate Counsel and Assistant Secretary

STATE OF COLORADO )  
COUNTY OF Boulder ) ss.

On this 16<sup>th</sup> day of June, 2005, before me a Notary Public in and for said county, personally appeared Holden J. Bank, the above-mentioned representative of the Assignee, Nautilus, Inc., who executed the foregoing patent Assignment, and represented and acknowledged that he had the requisite corporate authority to execute and accept this patent Assignment and the same was executed as a free act and deed.



Jane C. Schatz  
Notary Public

My commission expires: 9/28/06