

Docket No.: 186218/US/2

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

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

PATENTS ONLY

Tab settings

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) Jeffrey Alan Pearson
- (2) Terrence Joehnk
- (3) Eric D. Golesh
- (4) Edward L. Flick
- (5) Matthew Rauwerdink
- (6) Brent Christopher
- (7) Ryan R. Dibble

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

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

Name: Nautilus, Inc.

Address: 16400 SE Nautilus Way

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

(1) (2) 02/08/06; (3) 02/07/06;

Execution Date: (4) (5) (6) 02/01/06; (7) 02/06/06

City: Vancouver State/Prov.: WA

Country: U.S.A. ZIP: 98683

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
11/331,544	January 13, 2006

B. Patent No.(s)

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

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

March 3, 2006
Date

Total number of pages including cover sheet, attachments, and document: 36

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

PATENT

REEL: 017305 FRAME: 0767

700247786

CH \$40.00 041415 11331544

Docket No. 186218/US/2

ASSIGNMENT

WHEREAS, we, Jeffrey Alan Pearson, residing at 2602 Maple Hills Drive, SE, Lacey, Washington 98503 U.S.A., Terrence Joehnk, residing at 2932 NE 37th Avenue, Portland, Oregon 97212 U.S.A., Eric D. Golesh, residing at 11811 West 75th Drive, Arvada, Colorado 80005 U.S.A., Edward L. Flick, residing at 2156 Irving Street, Denver, Colorado 80211 U.S.A., Matthew Rauwerdink, residing at 10255 Dover Street, #415, Westminster, Colorado 80021 U.S.A., Brent Christopher, residing at 1052 Madison Street, Denver, Colorado 80206 U.S.A., and Ryan R. Dibble, residing at 2650 Xavier Street, Denver, Colorado 80212 U.S.A. (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," which can be identified in the United States Patent and Trademark Office ("USPTO") by application No. 11/331,544, filed on January 13, 2006 (the "Utility Application") with attorney docket no. 186218/US/2, and (foreign countries) Taiwan application No. 95101572, titled "Exercise Device", filed on January 16, 2006, attorney docket No. 186218/TW, and PCT International application No. PCT/US2006/001713, titled "Exercise Device", filed on January 17, 2006, with attorney docket No. 186218/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 16400 SE Nautilus Way, Vancouver, Washington 98683 U.S.A. (the "Assignee"), by an earlier Assignment dated February 14, 2005 owns all right, title and interest in and to the U.S. Provisional Application No. 60/644,347, filed January 14, 2005 titled "EXERCISE DEVICE";

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.

ASSIGNOR HEREBY AUTHORIZES Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number, filing date, and title of the Utility Application and Foreign Applications once known.

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

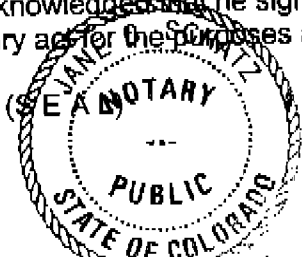
Date: Feb. 08, 2006

By: Jeffrey Alan Pearson
Jeffrey Alan Pearson

Docket No. 186218/US/2

STATE OF Colorado)
) ss.
COUNTY OF Boulder)

On this 8th day of February, 2006, before me a Notary Public in and for said county, personally appeared Jeffrey Alan Pearson 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.



Jane C. Schatz
Notary Public

My commission expires: 9/28/06

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

Date: _____

By: _____
Terrence Joehnk

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2006, before me a Notary Public in and for said county, personally appeared Terrence Joehnk 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.

(SEAL)

Notary Public

My commission expires: _____

Docket No. 186218/US/2

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

Date: _____ By: _____
Eric D. Golesh

STATE OF _____)
COUNTY OF _____) ss.

On this ____ day of _____, 2006, before me a Notary Public in and for said county, personally appeared Eric D. Golesh 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.

(S E A L)

Notary Public

My commission expires: _____.

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

Date: _____ By: _____
Edward L. Flick

STATE OF _____)
COUNTY OF _____) ss.

On this ____ day of _____, 2006, before me a Notary Public in and for said county, personally appeared Edward L. Flick 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.

(S E A L)

Notary Public

My commission expires: _____.

Docket No. 186218/US/2

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

Date: _____

By: _____
Matthew Rauwerdink

STATE OF _____)
COUNTY OF _____) ss.

On this ____ day of _____, 2006, before me a Notary Public in and for said county, personally appeared Matthew Rauwerdink 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.

(S E A L)

Notary Public

My commission expires: _____.

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

Date: _____

By: _____
Brent Christopher

STATE OF _____)
COUNTY OF _____) ss.

On this ____ day of _____, 2006, before me a Notary Public in and for said county, personally appeared Brent Christopher 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.

(S E A L)

Notary Public

My commission expires: _____.

Docket No. 186218/US/2

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

Date: _____

By: _____
Ryan R. Dibble

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2006, before me a Notary Public in and for said county, personally appeared Ryan R. Dibble 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.

(S E A L)

Notary Public

My commission expires: _____

Docket No. 186218/US/2

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: _____, 2006 By: _____
Name: Holden J. Bank
Title: Vice President and Corporate Counsel

STATE OF COLORADO)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2006, 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 Acceptance of 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.

(S E A L)

Notary Public

My commission expires: _____

Docket No. 186218/US/2

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.

ASSIGNOR HEREBY AUTHORIZES Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number, filing date, and title of the Utility Application and Foreign Applications once known.

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

Date: _____

By: _____
Jeffrey Alan Pearson

Docket No. 186218/US/2

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2006, before me a Notary Public in and for said county, personally appeared Jeffrey Alan Pearson 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.

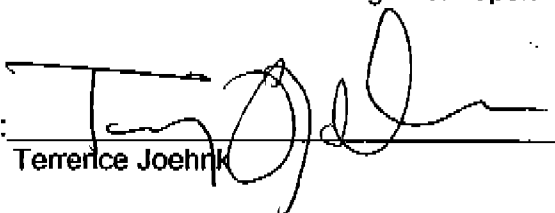
(S E A L)

Notary Public

My commission expires: _____

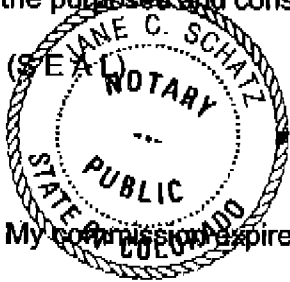
IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

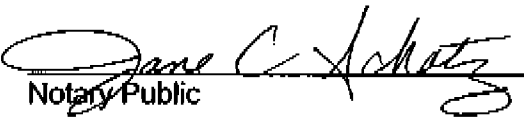
Date: 02/08/06

By: 
Terrence Joehnk

STATE OF Colorado)
) ss.
COUNTY OF Boulder)

On this 8th day of February, 2006, before me a Notary Public in and for said county, personally appeared Terrence Joehnk 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.




Notary Public

My commission expires: 9/28/06

Docket No. 186218/US/2

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

Date: _____

By: _____
Eric D. Golesh

STATE OF _____)

COUNTY OF _____)

ss.

On this _____ day of _____, 2006, before me a Notary Public in and for said county, personally appeared Eric D. Golesh 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.

(S E A L)

Notary Public

My commission expires: _____

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

Date: 2-1-06

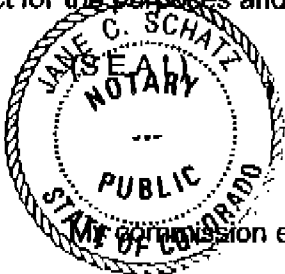
By: _____
Edward L. Flick

STATE OF Colorado)

COUNTY OF Boulder)

ss.

On this 1st day of February, 2006, before me a Notary Public in and for said county, personally appeared Edward L. Flick 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.



Jane C. Schatz
Notary Public

My commission expires: 9/28/06

Docket No. 186218/US/2

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

Date: _____

By: _____
Matthew Rauwerdink

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2006, before me a Notary Public in and for said county, personally appeared Matthew Rauwerdink 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.

(S E A L)

Notary Public

My commission expires: _____

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

Date: _____

By: _____
Brent Christopher

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2006, before me a Notary Public in and for said county, personally appeared Brent Christopher 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.

(S E A L)

Notary Public

My commission expires: _____

Docket No. 186218/US/2

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

Date: _____

By: _____
Ryan R. Dibble

STATE OF _____)

COUNTY OF _____)

ss.

On this ____ day of _____, 2006, before me a Notary Public in and for said county, personally appeared Ryan R. Dibble 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.

(SEAL)

Notary Public

My commission expires: _____

Docket No. 186218/US/2

ACCEPTANCE OF ASSIGNMENT

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

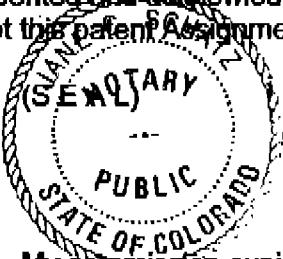
IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

NAUTILUS, INC.

Date: February 17, 2006 By: Holden J. Bank
Name: Holden J. Bank
Title: Vice President and Corporate Counsel

STATE OF COLORADO)
) ss.
COUNTY OF Boulder

On this 17th day of February, 2006, 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 Acceptance of 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

Docket No. 186218/US/2

ASSIGNMENT

WHEREAS, we, Jeffrey Alan Pearson, residing at 2602 Maple Hills Drive, SE, Lacey, Washington 98503 U.S.A., Terrence Joehnk, residing at 2932 NE 37th Avenue, Portland, Oregon 97212 U.S.A., Eric D. Golesh, residing at 11811 West 75th Drive, Arvada, Colorado 80005 U.S.A., Edward L. Flick, residing at 2156 Irving Street, Denver, Colorado 80211 U.S.A., Matthew Rauwerdink, residing at 10255 Dover Street, #415, Westminster, Colorado 80021 U.S.A., Brent Christopher, residing at 1052 Madison Street, Denver, Colorado 80206 U.S.A., and Ryan R. Dibble, residing at 2650 Xavier Street, Denver, Colorado 80212 U.S.A. (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," which can be identified in the United States Patent and Trademark Office ("USPTO") by application No. 11/331,544, filed on January 13, 2006 (the "Utility Application") with attorney docket no. 186218/US/2, and (foreign countries) Taiwan application No. 95101572, titled "Exercise Device", filed on January 16, 2006, attorney docket No. 186218/TW, and PCT International application No. PCT/US2006/001713, titled "Exercise Device", filed on January 17, 2006, with attorney docket No. 186218/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 16400 SE Nautilus Way, Vancouver, Washington 98683 U.S.A. (the "Assignee"), by an earlier Assignment dated February 14, 2005 owns all right, title and interest in and to the U.S. Provisional Application No. 60/644,347, filed January 14, 2005 titled "EXERCISE DEVICE";

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;

Docket No. 186218/US/2

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.

ASSIGNOR HEREBY AUTHORIZES Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number, filing date, and title of the Utility Application and Foreign Applications once known.

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

Date: _____

By: _____
Jeffrey Alan Pearson

Docket No. 186218/US/2

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2006, before me a Notary Public in and for said county, personally appeared Jeffrey Alan Pearson 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.

(S E A L)

Notary Public

My commission expires: _____

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

Date: _____

By: _____
Terrence Joehnk

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2006, before me a Notary Public in and for said county, personally appeared Terrence Joehnk 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.

(S E A L)

Notary Public

My commission expires: _____

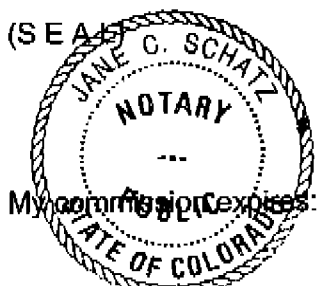
Docket No. 186218/US/2

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

Date: 2/7/06 By: [Signature]
Eric D. Galesh

STATE OF Colorado)
COUNTY OF Boulder) ss.

On this 7th day of February, 2006, before me a Notary Public in and for said county, personally appeared Eric D. Galesh 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.



[Signature]
Notary Public

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

Date: _____ By: _____
Edward L. Flick

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 2006, before me a Notary Public in and for said county, personally appeared Edward L. Flick 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.

(SEAL)

Notary Public

My commission expires: _____

Docket No. 186218/US/2

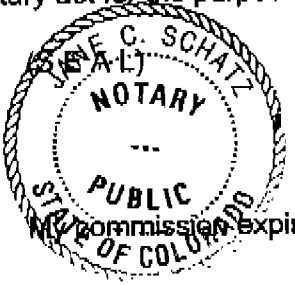
IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 2-1-06

By: *Matthew Rauwerdink*
Matthew Rauwerdink

STATE OF Colorado)
COUNTY OF Boulder) ss.

On this 1st day of February, 2006, before me a Notary Public in and for said county, personally appeared Matthew Rauwerdink 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.



Jane C. Schatz
Notary Public

My commission expires: 9/28/06

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

Date: _____

By: _____
Brent Christopher

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 2006, before me a Notary Public in and for said county, personally appeared Brent Christopher 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.

(SEAL)

Notary Public

My commission expires: _____

Docket No. 186218/US/2

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: _____, 2006 By: _____
Name: Holden J. Bank
Title: Vice President and Corporate Counsel

STATE OF COLORADO)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2006, 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 Acceptance of 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.

(S E A L)

Notary Public

My commission expires: _____

Docket No. 186218/US/2

ASSIGNMENT

WHEREAS, we, Jeffrey Alan Pearson, residing at 2602 Maple Hills Drive, SE, Lacey, Washington 98503 U.S.A., Terrence Joehnk, residing at 2932 NE 37th Avenue, Portland, Oregon 97212 U.S.A., Eric D. Golesh, residing at 11811 West 75th Drive, Arvada, Colorado 80005 U.S.A., Edward L. Flick, residing at 2156 Irving Street, Denver, Colorado 80211 U.S.A., Matthew Rauwerdink, residing at 10255 Dover Street, #415, Westminster, Colorado 80021 U.S.A., Brent Christopher, residing at 1052 Madison Street, Denver, Colorado 80206 U.S.A., and Ryan R. Dibble, residing at 2650 Xavier Street, Denver, Colorado 80212 U.S.A. (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," which can be identified in the United States Patent and Trademark Office ("USPTO") by application No. 11/331,544, filed on January 13, 2006 (the "Utility Application") with attorney docket no. 186218/US/2, and (foreign countries) Taiwan application No. 95101572, titled "Exercise Device", filed on January 16, 2006, attorney docket No. 186218/TW, and PCT International application No. PCT/US2006/001713, titled "Exercise Device", filed on January 17, 2006, with attorney docket No. 186218/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 16400 SE Nautilus Way, Vancouver, Washington 98683 U.S.A. (the "Assignee"), by an earlier Assignment dated February 14, 2005 owns all right, title and interest in and to the U.S. Provisional Application No. 60/644,347, filed January 14, 2005 titled "EXERCISE DEVICE";

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;

Docket No. 186218/US/2

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.

ASSIGNOR HEREBY AUTHORIZES Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number, filing date, and title of the Utility Application and Foreign Applications once known.

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

Date: _____

By: _____
Jeffrey Alan Pearson

Docket No. 186218/US/2

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2006, before me a Notary Public in and for said county, personally appeared Jeffrey Alan Pearson 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.

(S E A L)

Notary Public

My commission expires: _____.

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

Date: _____

By: _____
Terrence Joehnk

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2006, before me a Notary Public in and for said county, personally appeared Terrence Joehnk 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.

(S E A L)

Notary Public

My commission expires: _____.

Docket No. 186218/US/2

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

Date: _____

By: _____
Eric D. Golesh

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2006, before me a Notary Public in and for said county, personally appeared Eric D. Golesh 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.

(S E A L)

Notary Public

My commission expires: _____

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

Date: _____

By: _____
Edward L. Flick

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2006, before me a Notary Public in and for said county, personally appeared Edward L. Flick 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.

(S E A L)

Notary Public

My commission expires: _____

Docket No. 186218/US/2

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

Date: _____

By: _____
Matthew Rauwerdink

STATE OF _____)
COUNTY OF _____) ss.

On this ____ day of _____, 2006, before me a Notary Public in and for said county, personally appeared Matthew Rauwerdink 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.

(SEAL)

Notary Public

My commission expires: _____

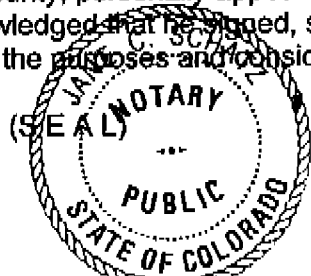
IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 2/1/06

By: [Signature]
Brent Christopher

STATE OF Colorado)
COUNTY OF Boulder) ss.

On this 1st day of February, 2006, before me a Notary Public in and for said county, personally appeared Brent Christopher 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.



[Signature]
Notary Public

My commission expires: 9/28/06

Docket No. 186218/US/2

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

Date: _____

By: _____
Ryan R. Dibble

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2006, before me a Notary Public in and for said county, personally appeared Ryan R. Dibble 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.

(S E A L)

Notary Public

My commission expires: _____

Docket No. 186218/US/2

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: _____, 2006 By: _____
Name: Holden J. Bank
Title: Vice President and Corporate Counsel

STATE OF COLORADO)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2006, 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 Acceptance of 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.

(S E A L)

Notary Public

My commission expires: _____

Docket No. 186218/US/2

ASSIGNMENT

WHEREAS, we, Jeffrey Alan Pearson, residing at 2602 Maple Hills Drive, SE, Lacey, Washington 98503 U.S.A., Terrence Joehnk, residing at 2932 NE 37th Avenue, Portland, Oregon 97212 U.S.A., Eric D. Golesh, residing at 11811 West 75th Drive, Arvada, Colorado 80005 U.S.A., Edward L. Flick, residing at 2156 Irving Street, Denver, Colorado 80211 U.S.A., Matthew Rauwerdink, residing at 10255 Dover Street, #415, Westminster, Colorado 80021 U.S.A., Brent Christopher, residing at 1052 Madison Street, Denver, Colorado 80206 U.S.A., and Ryan R. Dibble, residing at 2650 Xavier Street, Denver, Colorado 80212 U.S.A. (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," which can be identified in the United States Patent and Trademark Office ("USPTO") by application No. 11/331,544, filed on January 13, 2006 (the "Utility Application") with attorney docket no. 186218/US/2, and (foreign countries) Taiwan application No. 95101572, titled "Exercise Device", filed on January 16, 2006, attorney docket No. 186218/TW, and PCT International application No. PCT/US2006/001713, titled "Exercise Device", filed on January 17, 2006, with attorney docket No. 186218/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 16400 SE Nautilus Way, Vancouver, Washington 98683 U.S.A. (the "Assignee"), by an earlier Assignment dated February 14, 2005 owns all right, title and interest in and to the U.S. Provisional Application No. 60/644,347, filed January 14, 2005 titled "EXERCISE DEVICE";

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;

Docket No. 186218/US/2

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.

ASSIGNOR HEREBY AUTHORIZES Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number, filing date, and title of the Utility Application and Foreign Applications once known.

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

Date: _____

By: _____
Jeffrey Alan Pearson

Docket No. 186218/US/2

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2006, before me a Notary Public in and for said county, personally appeared Jeffrey Alan Pearson 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.

(S E A L)

Notary Public

My commission expires: _____.

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

Date: _____

By: _____
Terrence Joehnk

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2006, before me a Notary Public in and for said county, personally appeared Terrence Joehnk 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.

(S E A L)

Notary Public

My commission expires: _____.

Docket No. 186218/US/2

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

Date: _____

By: _____
Eric D. Golesh

STATE OF _____)

COUNTY OF _____)

ss.

On this ____ day of _____, 2006, before me a Notary Public in and for said county, personally appeared Eric D. Golesh 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.

(S E A L)

Notary Public

My commission expires: _____

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

Date: _____

By: _____
Edward L. Flick

STATE OF _____)

COUNTY OF _____)

ss.

On this ____ day of _____, 2006, before me a Notary Public in and for said county, personally appeared Edward L. Flick 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.

(S E A L)

Notary Public

My commission expires: _____

Docket No. 186218/US/2

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

Date: _____

By: _____
Matthew Rauwerdink

STATE OF _____)
COUNTY OF _____) ss.

On this ____ day of _____, 2006, before me a Notary Public in and for said county, personally appeared Matthew Rauwerdink 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.

(S E A L)

Notary Public

My commission expires: _____

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

Date: _____

By: _____
Brent Christopher

STATE OF _____)
COUNTY OF _____) ss.

On this ____ day of _____, 2006, before me a Notary Public in and for said county, personally appeared Brent Christopher 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.

(S E A L)

Notary Public

My commission expires: _____

Docket No. 186218/US/2

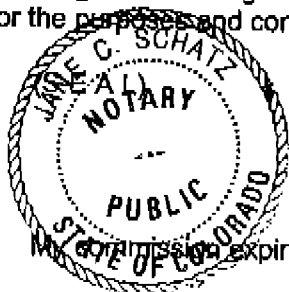
IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 2/6/06

By: [Signature]
Ryan R. Dibble

STATE OF Colorado)
COUNTY OF Boulder) ss.

On this 6th day of February, 2006, before me a Notary Public in and for said county, personally appeared Ryan R. Dibble 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.



[Signature]
Notary Public

My commission expires: 9/28/06

