

Form PTO-1595 (Rev. 08/05)  
OMB No. 0651-0027 (exp. 06/30/2008)

**Docket No. 187231/US**  
U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

## RECORDATION COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

(1) **Jonathan B. Watt**  
(2) **Jonathan Harrach-Salazar**  
(3) **Mark N. Holtan**

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: **Nautilus, Inc.**

Internal Address: **16400 SE Nautilus Way**

Street Address: **16400 SE Nautilus Way**

City: **Vancouver**

State: **WA**

Country: **U.S.A.** Zip: **98683**

Additional name(s) & address(es) attached ☐ Yes ☒ No

3. Nature of conveyance:

Execution Date(s) **(1), (2), and (3) April 11, 2006**

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other \_\_\_\_\_

4. Application or patent number(s): ☐ This document is being filed together with a new application.

A. Patent Application No.(s):  
**11/378,979**

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

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

Name: **S. Wade Johnson, Esq.**  
Internal Address: **Dorsey & Whitney LLP**  
Street Address: **Republic Plaza Building, Suite 4700**  
**370 Seventeenth Street**  
City: **Denver**  
State: **Colorado**  
Zip: **80202-5647**  
Phone Number: **(303) 629-3400**  
Fax Number: **(303) 629-3450**  
Email Address: **Johnson.wade@Dorsey.com**

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

7. Total fee (37 CFR 1.21(h) & 3.41): **\$40.00**

☐ Authorized to be charged by credit card

☒ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment information

a. Credit Card

Last 4 Numbers \_\_\_\_\_

Expiration Date \_\_\_\_\_

b. Deposit Account Number **04-1415**

Authorized User Name **S. Wade Johnson,**  
**Reg. No. 50,873**

DO NOT USE THIS SPACE

9. Signature: *S. Wade Johnson* Date: April 28, 2006

**S. Wade Johnson**

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 041415 11378979

**ASSIGNMENT**

WHEREAS, we, Jonathan B. Watt, residing at 4972 Greywolf Place, Broomfield, Colorado 80020 U.S.A., Jonathan Harrach-Salazar, residing at 1759 Phillips Court, Erie, Colorado 80516 U.S.A., and Mark N. Holtan, residing at 294 Vulcan Street, Louisville, Colorado 80027 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 "Mechanism and Method for Adjusting Seat Height for Exercise Equipment," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 11/378,979, filed on March 17, 2006 (the "Utility Application") with attorney docket No. 187231/US; and

WHEREAS, Assignor desires to assign any and all right, title and interest to said Utility Application, and 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");

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"), 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 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

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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 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 once known.

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

Date: 4-11-06

By: [Signature]  
Jonathan B. Watt

STATE OF COLORADO )  
COUNTY OF Boulder ) ss.

On this 11<sup>th</sup> day of April, 2006, before me a Notary Public in and for said county, personally appeared Jonathan B. Watt 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


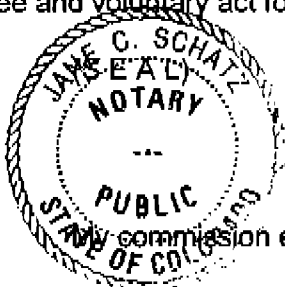
My commission expires: 9/28/06

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

Date: 4/11/06By:   
Jonathan Harrach-SalazarSTATE OF COLORADO )  
COUNTY OF Boulder ) ss.


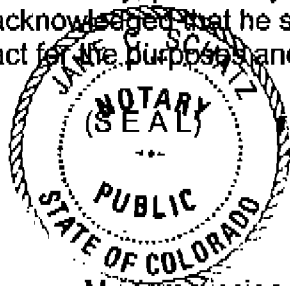
On this 11<sup>th</sup> day of April, 2006, before me a Notary Public in and for said county, personally appeared Jonathan Harrach-Salazar who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.

  
Notary PublicMy commission expires: 9/28/06

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

Date: 4-11-06By:   
Mark N. HoltanSTATE OF COLORADO )  
COUNTY OF Boulder ) ss.

On this 11<sup>th</sup> day of April, 2006, before me a Notary Public in and for said county, personally appeared Mark N. Holtan 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 PublicMy 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.

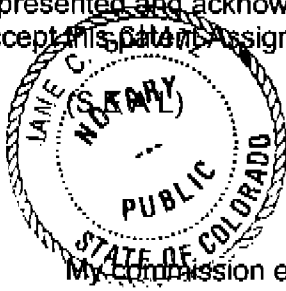
IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

NAUTILUS, INC.

Date: 4/11/06, 2006 By: Holden J. Bank  
Name: Holden J. Bank  
Title: Vice President and Corporate Counsel

STATE OF COLORADO )  
COUNTY OF Boulder ) ss.

On this 11<sup>th</sup> day of April, 2006, before me a Notary Public in and for said county, personally appeared Holden H. Bank the above-mentioned representative of the Assignee, Nautilus, Inc., who executed the foregoing patent 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.



Lane C. Schatz  
Notary Public

My commission expires: 9/28/06