

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Bill of Sale

CONVEYING PARTY DATA

| Name | Execution Date |
|----------------|----------------|
| Nautilus, Inc. | 07/14/2006 |

RECEIVING PARTY DATA

| | |
|-----------------|---------------------------------------|
| Name: | American National Manufacturing, Inc. |
| Street Address: | 252 Mariah Circle |
| City: | Corona |
| State/Country: | CALIFORNIA |
| Postal Code: | 92879 |

PROPERTY NUMBERS Total: 3

| Property Type | Number |
|----------------|---------|
| Patent Number: | D471051 |
| Patent Number: | D474061 |
| Patent Number: | 6651283 |

CORRESPONDENCE DATA

Fax Number: (303)629-3450

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (303) 629-3400

Email: sawatzke.ginny@dorsey.com

Correspondent Name: Lee R. Osman/Dorsey & Whitney LLP

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NAME OF SUBMITTER:

Ginny Sawatzke F/B/O Lee R. Osman

Total Attachments: 10

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PATENT

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BILL OF SALE

THIS BILL OF SALE is made this 14 day of July, 2006, by Nautilus, Inc., a Washington corporation ("Seller") in favor of American National Manufacturing, Inc., a California corporation ("Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement dated as of July 14, 2006 (hereinafter called the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Seller has agreed to sell to Buyer certain assets of Seller subject to the terms and conditions of, and for the consideration set forth in, the Asset Purchase Agreement.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller does, by this instrument, give, grant, bargain, sell, assign, transfer and convey to Buyer, its successors and assigns, all of the Property (as that term is defined in the Asset Purchase Agreement), including without limitation, those assets listed in Exhibit A attached hereto. Seller warrants that it was the owner of the Property free and clear of all mortgages, liens and encumbrances (except as described in the Asset Purchase Agreement and the exhibits and schedules thereto) immediately prior to the transfer of the Property to Buyer.

TO HAVE AND TO HOLD the same unto Buyer, its successor and assigns, forever.

IN WITNESS WHEREOF, Seller has executed and delivered to Buyer this Bill of Sale as of the day and year first above written.

SELLER:

NAUTILUS, INC.

By: 

Name: Wayne M. Bold

Its: Chief Administrative Officer

Exhibit A.
(Included Assets)

REDACTED

Exhibit A. (continued)
(Included Assets)

Patents

US Patent # D471051 entitled Air Mattress
US Patent # D474061 entitled Air Mattress
US Patent # 6651283 entitled Air Bed

REDACTED

Exhibit A. (continued)
(Included Assets)

Inventory

REDACTED

Exhibit A. (continued)
(Included Assets)

Inventory

REDACTED

Exhibit A. (continued)
(Included Assets)

Inventory

REDACTED

Exhibit B.
(Excluded Assets)

Excluded Inventory (listing as of 6/30/2008).

REDACTED

Exhibit B. (continued)
(Excluded Assets)

Excluded Inventory (listing as of 6/30/2006).

REDACTED

Exhibit B. (continued)
(Excluded Assets)

Excluded Inventory (listing as of 6/30/2006).

REDACTED

Exhibit B. (continued)
(Excluded Assets)

Excluded Trademarks

REDACTED