

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Hebb Industries, Inc.	04/23/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Nautilus, Inc.
<b>Street Address:</b>	16400 SE Nautilus Drive
<b>City:</b>	Vancouver
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98683
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	11463297
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(303)629-3450
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	(303) 629-3400
<b>Email:</b>	sawatzke.ginny@dorsey.com
<b>Correspondent Name:</b>	Lee R. Osman/Dorsey & Whitney LLP
<b>Address Line 1:</b>	370 Seventeenth Street, Suite 4700
<b>Address Line 4:</b>	Denver, COLORADO 80202-5647
<b>ATTORNEY DOCKET NUMBER:</b>	1479/US/2
<b>NAME OF SUBMITTER:</b>	Ginny Sawatzke F/B/O Lee R. Osman
<b>Total Attachments: 3</b> source=Assignment10-039070#page1.tif source=Assignment10-039070#page2.tif source=Assignment10-039070#page3.tif	

CH \$40.00 11463297

**ASSIGNMENT**

WHEREAS, Hebb Industries, Inc., a corporation organized and existing under the laws of the State of Texas, and having its principal place of business at 12032 State Highway 155N, Tyler, Texas 75708-2435 (the "Assignor"), is the owner of certain new and useful systems, devices, and methods disclosed and described in a utility application for Letters Patent in the United States titled "TREADMILL," which can be identified in the United States Patent and Trademark Office by Application No. 10/039,070, filed on December 31, 2001 (the "Utility Application") with Attorney Docket No. 1479/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 Drive, Vancouver, Washington 98683 (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 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 United States 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.

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

HEBB INDUSTRIES, INC.

Date: 4/23, 2007

By: [Signature]  
Name: Wayne M. Bolio  
Title: Chief Executive Officer

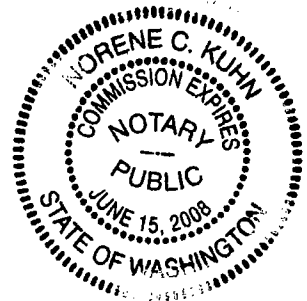
STATE OF WA )  
COUNTY OF Clark ) ss.

On this 23 day of April, 2007, before me a Notary Public in and for said county, personally appeared Wayne M. Bolio, the above-mentioned representative of the Assignee, Hebb Industries, 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.

(SEAL)

[Signature]  
Notary Public

My commission expires: June 15, 2008



**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: 4/25, 2007 By: [Signature]  
Name: Wayne M Bolio  
Title: Chief Administrative Officer

STATE OF WA )  
COUNTY OF Clark ) ss.

On this 23 day of April, 2007, before me a Notary Public in and for said county, personally appeared Wayne M Bolio, 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.

(SEAL)

[Signature]  
Notary Public

My commission expires: June 15, 2008

