

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
The Nautilus Group, Inc.		11/30/2004
RECEIVING PARTY DATA		
Name:	Nautilus, Inc.	
Street Address:	16400 SE Nautilus Drive	
City:	Vancouver	
State/Country:	WASHINGTON	
Postal Code:	98683	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	10962256	
CORRESPONDENCE DATA		
Fax Number:	(303)629-3450	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(303)629-3400	
Email:	sawatzke.ginny@dorsey.com	
Correspondent Name:	Lee R. Osman, Esq./Dorsey & Whitney LLP	
Address Line 1:	370 Seventeenth Street, Suite 4700	
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ATTORNEY DOCKET NUMBER:	33526/US/2	
NAME OF SUBMITTER:	Ginny Sawatzke F/B/O Lee R. Osman	
Total Attachments: 3 source=Assignment3_33526US2#page1.tif source=Assignment3_33526US2#page2.tif source=Assignment3_33526US2#page3.tif		

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PATENT  
 REEL: 020057 FRAME: 0715

## ASSIGNMENT

WHEREAS, **The Nautilus Group, Inc.** (the "Assignor"), 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, United States of America, is the owner of all right, title, and interest in and to United States patent No. 6,461,279 (the "Patent Rights"); and

WHEREAS, Assignor desires to assign any and all right, title and interest to said Patent Rights, 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;

WHEREAS, **Nautilus, Inc.** (the "Assignee"), 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, United States of America, is desirous of acquiring the entire right, title, and interest in and to said Patent Rights;

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 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.

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

THE NAUTILUS GROUP, INC.

11/30/04  
Date

By: [Signature]  
Name: Wayne M. Bolio  
Title: SVP General Counsel

STATE OF WASHINGTON )  
COUNTY OF Clark ) ss.

On this 30<sup>th</sup> day of November, 2004, before me a Notary Public, personally appeared Wayne M. Bolio, the above-mentioned representative of the Assignor, The Nautilus Group, Inc., who executed the foregoing Assignment, and represented and acknowledged that he/she had the requisite corporate authority to execute this Assignment and the same was executed as a free act and deed.

(S E A L)

[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.

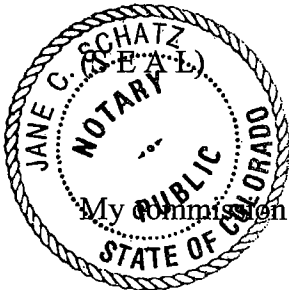
IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

NAUTILUS, INC.

By Holden J. Bank  
Name: Holden J. Bank  
Title: Vice President, Corporate Counsel  
and Assistant Secretary  
Address: 1886 Prairie Way  
Louisville, Colorado 80027

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF Boulder     )

On this 7<sup>th</sup> day of December, 2004, before me a Notary Public, 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 this Acceptance of Assignment and the same was executed as a free act and deed.



Jane C. Schatz  
Notary Public

My commission expires: 9/28/06