

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Nautilus, Inc.	10/16/2009
RECEIVING PARTY DATA	
Name:	Trace O. Gordon
Street Address:	3880 Lariat Rd.
City:	Park City
State/Country:	UTAH
Postal Code:	84098
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5626539
Patent Number:	5792029
CORRESPONDENCE DATA	
Fax Number:	(801)533-0323
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ATTORNEY DOCKET NUMBER:	4291.TGOR.MS
NAME OF SUBMITTER:	Randall B. Bateman
Total Attachments: 2 source=4291ms-12-15-09 Assignment_Executed#page1.tif source=4291ms-12-15-09 Assignment_Executed#page2.tif	

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PATENT
REEL: 023679 FRAME: 0372

ASSIGNMENT

WHEREAS, Trace O. Gordon ("Gordon") and Gary D. Piaget ("Piaget") co-invented and co-owned the patent rights of U.S. patent 5,626,539 ("US'539") and Gordon solely invented and exclusively owned the patent rights of U.S. patent 5,792,029 ("US'029");

WHEREAS, Piaget assigned all his rights in US'539 to Nautilus, Inc. ("Nautilus"), a Washington corporation having a principal business address at 16400 SE Nautilus Drive, Vancouver, WA by assignment dated Oct. 22, 2003 ("Piaget Assignment");

WHEREAS, Gordon assigned all his rights in US'539 and US'029 to Nautilus by assignment dated Dec. 10, 2003 and recorded at the U.S. Patent and Trademark Office at reel/frame 015438/0552 ("Gordon Assignment");

WHEREAS, Gordon and Nautilus executed a '029 Royalty Agreement and a '539 Royalty Agreement (both dated Dec. 10, 2003), which Royalty Agreements allow termination of the Royalty Agreements and reassignment of patent rights back to Gordon upon certain conditions, notice, and election by Gordon;

WHEREAS, the conditions have been met and Gordon elects to terminate the Royalty Agreements and reacquire his rights in the patents; and

WHEREAS, Nautilus, having received sufficient notice from Gordon, agrees to assign to Gordon the rights Nautilus obtained from Gordon by the Gordon Assignment, however, Nautilus does not sell, assign, or transfer its rights obtained under the Piaget Assignment and accordingly, by operation of this Assignment, Nautilus and Gordon shall be co-owners of the US'539 patent and Gordon shall be exclusive owner of the US'029 patent.

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration to Nautilus, the receipt and sufficiency of which are hereby acknowledged,

- 1) Nautilus does hereby sell, assign and transfer to Gordon, and his successors and assigns, its entire right, title, and interest in and to US patent no. 5,792,029 and to applications corresponding thereto, and patents which may grant or have granted thereto or be lodged in relation thereto, and any reissue or reexamination thereof or to be obtained therefore, and any and all priority rights or priority claims, and any and all rights to collect past damages for infringement; and
- 2) Nautilus does hereby sell, assign and transfer to Gordon, and his successors and assigns, the rights, title, and interests in and to US patent no. 5,626,539 that Nautilus obtained from Gordon in the Gordon Assignment and including attendant rights to applications corresponding thereto, and patents which may grant or have granted thereto or be lodged in relation thereto, and any reissue or reexamination thereof or to be obtained therefore, and any priority rights or priority claims, and attendant rights to collect past damages for infringement; for the avoidance of doubt, Nautilus and Gordon shall co-own the US'539 patent with Gordon having all rights of co-owner as if the Gordon Assignment had not been executed and Nautilus having all rights of co-owner by operation of the Piaget Assignment.

UPON SAID CONSIDERATION, Nautilus hereby covenants and agrees with Gordon that it will not execute any writing or intentionally act in conflict with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of Gordon, execute such additional assignments and other writings and do such additional acts as Gordon may deem necessary or desirable to perfect Gordon's enjoyment of these Assignments, 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 accruing as a result of such patent rights;

UPON SAID CONSIDERATION, Nautilus represents and warrants that it has the right, title, and authority to execute this Assignment and to convey the right, title, and interest in the patents assigned herein;

IN WITNESS WHEREOF, Nautilus, Inc. executes this Assignment effective as of the date written and the below signatory represents he is authorized to sign on behalf of Nautilus;



Mark A. Porter, Senior Legal Director, IP

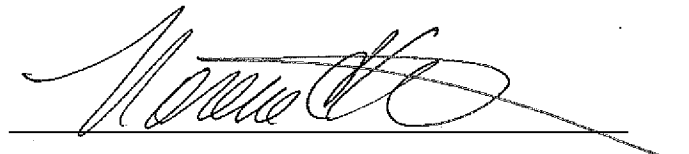
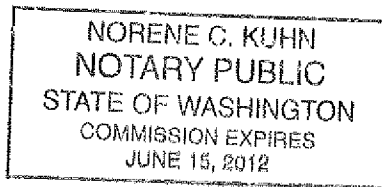
16 Oct. 2009
Date

STATE of WASHINGTON

COUNTY OF CLARK

On OCTOBER 16, 2009, Mark A. Porter of Nautilus, Inc. appeared before me and signed this document as a free and voluntary act. I am a notary public in and for Clark County and the signatory is personally known to me.

(SEAL



Notary Public

My commission expires: June 15, 2012