### 502333377 05/02/2013

#### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

#### **CONVEYING PARTY DATA**

| Name                | Execution Date |
|---------------------|----------------|
| Douglas A. Crawford | 05/09/2005     |
| Gary D. Piaget      | 09/05/2008     |
| Patrick A. Warner   | 09/02/2008     |
| Brent Christopher   | 09/02/2008     |

#### **RECEIVING PARTY DATA**

| Name:           | Nautilus, Inc.   |
|-----------------|------------------|
| Street Address: | 17750 SE 6th Way |
| City:           | Vancouver        |
| State/Country:  | WASHINGTON       |
| Postal Code:    | 98683            |

#### **PROPERTY NUMBERS Total: 1**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 13438618 |

#### **CORRESPONDENCE DATA**

**Fax Number**: 3036293450

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
Address Line 1: 1400 Wewatta Street, Suite 400
Address Line 4: Denver, COLORADO 80202

| ATTORNEY DOCKET NUMBER: | P034103.US.05                       |
|-------------------------|-------------------------------------|
| NAME OF SUBMITTER:      | Ginny Sawatzke F/B/O Lee R. Osman   |
| Signature:              | /Ginny Sawatzke F/B/O Lee R. Osman/ |
|                         | PATENT                              |

REEL: 030338 FRAME: 0548

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| Date:                                  | 05/02/2013 |
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PATENT REEL: 030338 FRAME: 0549

#### **ASSIGNMENT**

WHEREAS, Douglas A. Crawford, residing at 2543 Otter Court, Lafayette, Colorado 80026, and Andrew P. Lull, residing at 2639 Juniper Avenue, Boulder, Colorado 80304 (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 "UPPER BODY EXERCISE AND FLYWHEEL ENHANCED DUAL DECK TREADMILLS", which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 11/065,746, filed on February 25, 2005 (the "Utility Application") with attorney docket no. 34103/US/2, and Taiwan patent application No. 94106056, titled "Upper Body Exercise and Flywheel Enhanced Dual Deck Treadmills", filed on March 1, 2005, with attorney docket No. 34103/TW and PCT application No. PCT/US2005/006753, titled "Upper Body Exercise and Flywheel Enhanced Dual Deck Treadmills", filed on February 28, 2005, with attorney docket No. 34103/PCT (the "Foreign Applications"); and

WHEREAS, Nautilus, Inc., 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 (the "Assignee"), by an earlier Assignment dated March 29, 2004, owns all right, title and interest in and to the U.S. Provisional Application No. 60/548,787, filed on February 26, 2004 entitled "Hydraulic Resistance, Arm Exercise, and Non-Motorized Dual Deck Treadmills", to which the Utility Application and Foreign Applications claim priority;

WHEREAS, to the extent that Assignor now owns any right, title and Interest in the invention described and claimed in the Utility Application and the Foreign Applications not already transferred to Nautilus, Inc. by the earlier Assignment, Assignor is desirous of assigning such interest and the Utility Application, and the Foreign Applications, 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"); and

WHEREAS, 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, relssues, 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 blnd, 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 filling date of the Utility Application and Foreign Applications 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. |
|-------------------------------------------------------------------------------------------------------|
| Date: 5/9/65. By:                                                                                     |
| STATE OF COLORADO ) ss.                                                                               |
| county of Boulder )                                                                                   |
| On this                                                                                               |
| Nogary Public Notate                                                                                  |
| My commission expires: 9/28/06                                                                        |
| 2 of 4                                                                                                |

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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: <u>May 10</u> , 2005                 | By: Holden J. Babk Title: Corporate Counsel and Assistant Secretary                                                                                                                                                   |
|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| STATE OF COLORADO ) ) ss.                  |                                                                                                                                                                                                                       |
| COUNTY OF Boulder                          |                                                                                                                                                                                                                       |
| Assistance Mautike Inc. who executed the t | , 2005, before me a Notary Public in and for Bank, the above-mentioned representative of the foregoing patent Assignment, and represented and porate authority to execute and accept this patent a free act and deed. |
| SE NAME C                                  | Dane C Yakata                                                                                                                                                                                                         |
| The E E E E E E E E E E E E E E E E E E E  | Notary Public                                                                                                                                                                                                         |
| No.                                        |                                                                                                                                                                                                                       |

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#### **ASSIGNMENT**

WHEREAS, we, Gary D. Piaget, whose U.S. Post Office/residence address is P.O. Box 341, 141 Deepmeadow Lane, Deerharbor, Washington 98243 U.S.A.; Patrick A. Warner, residing at 5459 Seneca Place, Boulder, Colorado 80303 U.S.A.; and Brent Christopher, residing at 2977 North Willamette Boulevard, Portland, Oregon 97217 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 "Upper Body Exercise and Flywheel Enhanced dual Deck Treadmills," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 11/065,746, filed on February 25, 2005 (the "Utility Application") with attorney docket No. 34103/US/2; 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 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, tille 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.

| Date:9/5/08                                        | By: Gary D. Piaget                                 |
|----------------------------------------------------|----------------------------------------------------|
| STATE OF WA See See See See See See See See See Se |                                                    |
| ***                                                | good this are a Notacy Bublic in and for           |
| On this set day of Sept.                           | , 2008, before me a Notary Public in and for       |
| said county, personally appeared Gary D. Pla       | get who executed the foregoing instrument and      |
| acknowledged that he signed, sealed and deli       | ivered the same instrument as a free and voluntary |
| aconth the our poses and considerations there      | in expressed.                                      |
| COTISEALE                                          | 1 2/1/                                             |
|                                                    | Jen alal                                           |
| JUN 13, 2011                                       | Notary Public                                      |
| A Division Of                                      |                                                    |
| PUBLIC                                             | 13,2011 .                                          |
| WAS WITH THE TOTAL OF MASSING TO A PRICE.          |                                                    |

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below. Date: STATE OF COLORADO COUNTY OF \_\_\_\_\_ \_, 2008, before me a Notary Public in and for day of \_\_\_ said county, personally appeared Patrick A. Warner 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. (SEAL) Notary Public My commission expires: IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below. Date:  $\frac{9/z/ox}{}$ STATE OF WH On this 5 day of September 2008, before me a Notary Public in and for said county, personally appeared Brent Christopher 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. NORENE'C! KUHN **NOTARY PUBLIC** Notary Public STATE OF WASHINGTON COMMISSION EXPIRES y commission expires:

# 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:                                                                             | By: Name: Wayne M. Bolie Title: Chief Administrative Officer |
| STATE OF WASHINGTON )                                                             |                                                              |
| COUNTY OF Clark ss.                                                               |                                                              |
| said county, personally appeared Wayne M                                          | the requisite corporate authority to execute and             |
| (SEAL)                                                                            | Monenet                                                      |
|                                                                                   | Notary Public                                                |
| My commission expires:                                                            | 15,2012                                                      |
| NORENE C. KUHN NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES JUNE 15, 2012 |                                                              |

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#### **ASSIGNMENT**

WHEREAS, we, Gary D. Piaget, whose U.S. Post Office/residence address is P.O. Box 341, 141 Deepmeadow Lane, Deerharbor, Washington 98243 U.S.A.; Patrick A. Wamer, residing at 5459 Seneca Place, Boulder, Colorado 80303 U.S.A.; and Brent Christopher, residing at 2977 North Willamette Boulevard, Portland, Oregon 97217 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 "Upper Body Exercise and Flywheel Enhanced dual Deck Treadmills," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 11/065,746, filed on February 25, 2005 (the "Utility Application") with attorney docket No. 34103/US/2; 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 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 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.

| Date:                                                                                                                     | By:<br>Gary D. Piaget                                                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| STATE OF                                                                                                                  |                                                                                                                                                                                                |
| COUNTY OF                                                                                                                 | ) ss.<br>                                                                                                                                                                                      |
| On this day of<br>said county, personally appeared<br>acknowledged that he signed, se<br>act for the purposes and conside | , 2008, before me a Notary Public in and for Gary D. Piaget who executed the foregoing instrument and aled and delivered the same instrument as a free and voluntar rations therein expressed. |
| (SEAL)                                                                                                                    |                                                                                                                                                                                                |
|                                                                                                                           | Notary Public                                                                                                                                                                                  |
| My commission expires:                                                                                                    | •                                                                                                                                                                                              |

| IN WITNESS WHEREOF, the Assignor                                                                                                                             | hereunto has executed this Assignment upon                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| the date indicated below.                                                                                                                                    |                                                                                                                                                                  |
|                                                                                                                                                              |                                                                                                                                                                  |
| Date: 9/7/08                                                                                                                                                 | By: Patrick A. Warner                                                                                                                                            |
|                                                                                                                                                              |                                                                                                                                                                  |
| STATE OF COLORADO ) ss.                                                                                                                                      |                                                                                                                                                                  |
| COUNTY OF                                                                                                                                                    |                                                                                                                                                                  |
| On this day of _ ·                                                                                                                                           | , 2008, before me a Notary Public in and for armer who executed the foregoing instrument and vered the same instrument as a free and voluntary in expressed.     |
| (SEAL)                                                                                                                                                       |                                                                                                                                                                  |
|                                                                                                                                                              | Notary Public                                                                                                                                                    |
| •                                                                                                                                                            |                                                                                                                                                                  |
| My commission expires:                                                                                                                                       | •                                                                                                                                                                |
| IN WITNESS WHEREOF, the Assigned the date indicated below.                                                                                                   | or hereunto has executed this Assignment upon                                                                                                                    |
| Date:                                                                                                                                                        | By:<br>Brent Christopher                                                                                                                                         |
| STATE OF) ss.                                                                                                                                                |                                                                                                                                                                  |
| COUNTY OF)                                                                                                                                                   |                                                                                                                                                                  |
| On this day of<br>said county, personally appeared Brent Chris<br>acknowledged that he signed, sealed and de<br>act for the purposes and considerations then | 2008, before me a Notary Public in and for stopher who executed the foregoing instrument and blivered the same instrument as a free and voluntary ein expressed. |
| (SEAL)                                                                                                                                                       |                                                                                                                                                                  |
|                                                                                                                                                              | Notary Public                                                                                                                                                    |
| My commission expires:                                                                                                                                       |                                                                                                                                                                  |
| -                                                                                                                                                            |                                                                                                                                                                  |
|                                                                                                                                                              |                                                                                                                                                                  |
|                                                                                                                                                              |                                                                                                                                                                  |

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4846-4815-0530\1

# 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:                                                                                                                                                                                                                                                                                                                                                                                                            |
| STATE OF WASHINGTON )                                                                                                                                                                                                                                                                                                                                                                                            |
| COUNTY OF Clark ) ss.                                                                                                                                                                                                                                                                                                                                                                                            |
| On this day of 2008, 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) MMano Cha                                                                                                                                                                                                                                                                                                                                                                                                 |
| Notary Public                                                                                                                                                                                                                                                                                                                                                                                                    |
| Notary Public  My commission expires:                                                                                                                                                                                                                                                                                                                                                                            |
| NORENE C. KUHN NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES JUNE 15, 2012                                                                                                                                                                                                                                                                                                                                |

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