

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT5620953

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	JOSHUA S. SMITH	07/01/2019
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:	16082409	
CORRESPONDENCE DATA		
Fax Number:	(303)629-3450	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	303-629-3400	
Email:	docketing-dv@dorsey.com	
Correspondent Name:	NAUTILUS, INC. C/O DORSEY & WHITNEY	
Address Line 1:	1400 WEWATTA STREET	
Address Line 2:	SUITE 400	
Address Line 4:	DENVER, COLORADO 80202-5549	
ATTORNEY DOCKET NUMBER:	P256458.WO-US.01	
NAME OF SUBMITTER:	LINETTE ELLIOTT	
SIGNATURE:	/LINETTE ELLIOTT/	
DATE SIGNED:	07/16/2019	
Total Attachments: 5		
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source=P256458.WO-US.01 Executed Assignment#page4.tif		
source=P256458.WO-US.01 Executed Assignment#page5.tif		

ASSIGNMENT

PARTIES TO THE ASSIGNMENT:

Assignor(s):

Joshua S. Smith
2137 N. Watts Street
Portland, OR 97217
United States

Assignee:

Nautilus, Inc.
17750 SE 6th Way
Vancouver, WA 98683
United States

State of Incorporation: Washington

PATENT APPLICATION(S):

Serial Number..... 16/082,409
Filing Date..... September 5, 2018
Attorney Docket No. P256458.WO-US.01
Title: EXERCISE MACHINE HAVING NON-MATCHED CABLE PAIRING

WHEREAS, Assignor(s) identified above (hereinafter, individually and collectively the "Assignor"), have invented certain new and useful processes, methods, machines, devices, systems, manufactures, and/or compositions of matter, or new and useful improvements thereof (the "Invention"), disclosed and described in an application for Letters Patent in the United States ("U.S.") filed on the filing date indicated above in the United States Patent and Trademark Office ("USPTO"), and in an application for Letters Patent under the Patent Cooperation Treaty designating, among other nations, the United States ("U.S.") filed on the filing date indicated above in the United States Patent and Trademark Office ("USPTO") as Receiving Office and identified by the title(s), application number(s), and/or attorney docket number(s) indicated above (the "Patent Application(s)");

WHEREAS, the Patent Application was made or authorized to be made by Assignor, Assignor believes that Assignor is the original inventor or an original joint inventor of a claimed invention in the Patent Application, and Assignor hereby acknowledges that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both; and

WHEREAS, Assignee, a corporation organized and existing under the laws of the State indicated above, and having its principal place of business at the address indicated above, desires to acquire the entire right, title, and interest of Assignor in and to the Invention, the Patent Application(s) and in, to, and under any and all Letters Patent to be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor hereby expressly acknowledges, Assignor has sold, assigned, and transferred and does hereby sell, assign, and transfer to Assignee, its successors, legal representatives,

Assignors' Initials

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and assigns, the entire right, title and interest in and to the Invention, the Patent Application(s), and all divisional, continuation, continuation-in-part, and continuing prosecution applications that claim priority thereto, and any reexamination and reissue applications thereof; all international, regional, and foreign applications that claim priority to, are counterparts of, or otherwise correspond thereto, including applications listed in Exhibit A; the Letters Patent, both in the United States and in countries or regions foreign thereto, that may or shall issue or have issued therefrom; any extensions, substitutes, or renewals thereof; the right to claim priority to the filing date of the Patent Application(s); any right, title, or interest in and to the Invention under any international conventions; and any and all rights to collect damages for past, present, and future infringement of any U.S. or foreign rights, including provisional rights, which may be, shall be, or have been granted pursuant to the Patent Application(s) (collectively "the Patent Rights"); and

In the event that the Patent Application(s) claims priority to a provisional application previously filed and the provisional application was previously subject to an assignment from Assignor, or one or more thereof, to Assignee, this Assignment shall be considered a confirmatory assignment thereof; and

Assignor further authorizes Assignee, its successors, and assigns, or anyone they 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 otherwise take advantage of the provisions of any international conventions; and

Assignor hereby authorizes and requests transfer of the Patent Application(s) and any further applications, including applications listed in Exhibit A, which may be or shall have been filed under the Patent Rights, to Assignee in accordance herewith and further authorizes and requests any official of any State whose duty consists of issuing patents or other evidence or forms of any industrial property protection issuing from the Patent Application(s) and all related applications, including applications listed in Exhibit A, to issue same to Assignee, its successors, and assigns in accordance herewith; and

Assignor hereby authorizes Assignee, its successors and assigns, or anyone they may properly designate, to insert in this instrument the application number and filing date of the Patent Application(s), and to insert in Exhibit A the application number(s) and filing date(s) of application(s) that claim priority to, are counterparts of, or otherwise correspond to the Patent Application(s), once known.

Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey 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, and Assignor hereby covenants and agrees with Assignee, its successors and assigns, that Assignor will not execute in writing or do any act whatsoever conflicting with these representations; and

Assignor agrees to disclose to Assignee any information, including, but not limited to, prior art references, that Assignor is presently aware of or becomes aware of in the future that would materially affect the patentability of the Invention or the Patent Application(s) or the present or future validity of the Patent Rights; and

Assignor, Assignor's successors, legal representatives, or administrators will at any time upon request, without further or additional consideration, but at the expense of Assignee, its

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successors, and assigns, execute such additional writings and do such additional acts as Assignee, its successors, and assigns, may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for, obtaining, and enforcing any of the Patent Rights, including giving testimony in any proceedings or transactions involving such Patent Rights, including the right to bring, make, oppose, defend, and/or appeal proceedings, claims and actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership of any of the Patent Rights, whether occurring before or after the date of this assignment; and

This document may be executed in two or more counterparts and by facsimile, all of which shall be deemed an original, and all of which together shall constitute one and the same instrument; and

Each of the terms and conditions contained in this agreement will be deemed to be separate and severable from each other and if any one or more of the terms and conditions are determined to be invalid or unenforceable by any court of competent jurisdiction, such determination and any consequential severance will not invalidate the remainder of this agreement, which will remain in full force and effect as if such severed terms and conditions had not been made a part thereof; and

Assignor further covenants and agrees that this Assignment is effective as of September 5, 2018.

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

ASSIGNOR: JOSHUA S. SMITH

Dated: 2019/07/01

[Signature]
(signature)

Place: Vancouver, WA

By: Joshua S. Smith
Joshua S. Smith

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Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

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

ASSIGNEE: NAUTILUS, INC.

Dated:

July 8, 2019

(signature)

Place:

Wilmington, VA

By:

Walter M. Solis
(printed name of authorized agent of assignee)

Its:

General Counsel
(title)

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Exhibit A

Country/Organization	Application No.	Filing Date
AU		
BR		
CA		
CN	201680081840.2	December 16, 2016
DE		
EP		
JP		
MX		
NZ		
TW		
UK		
WIPO	PCT/US2016/067245	December 16, 2016

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28 /

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5 of 5