# 506020394 04/17/2020

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6067107

SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT		
CONVEYING PARTY DA	ATA				
		Name	Execution Date		
KEVIN M. HENDRICKS			04/16/2020		
RECEIVING PARTY DA	ТА				
Name:	NAUTILUS, INC.				
Street Address:	17750 SI	17750 SE 6TH WAY			
City:	VANCOL	VANCOUVER			
State/Country:	WASHIN	IGTON			
Postal Code:	98683				
	1				
PROPERTY NUMBERS	Total: 1				
Property Type Application Number:		<b>Number</b> 9731650			
CORRESPONDENCE D	ΑΤΑ				
Fax Number:					
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#### **ASSIGNMENT**

#### PARTIES TO THE ASSIGNMENT:

Assignor(s):

Kevin M. Hendricks 3614 NE 24th Avenue Portland, OR 97212 United States

#### Assignee:

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

State of Incorporation: Washington

DESIGN APPLICATION:

Serial Number	29/731,650
Filing Date	April 16, 2020
Attorney Docket No.	P286678.US.01
Title: FREE WEIGHT HANDLEBAR	

WHEREAS, Assignor(s) identified above (hereinafter, individually and collectively the "Assignor"), has invented and created certain new, original, ornamental/industrial design(s) for an article of manufacture (the "Design"), disclosed and described in an application for a design patent in the United States ("U.S.") filed on the filing date indicated above in the United States Patent and Trademark Office ("USPTO") and identified by the title, application number, and/or attorney docket number indicated above (the "Design Application");

WHEREAS, the Design 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 Design 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 Design, the Design Application and in, to, and under any and all design patents and industrial design registrations 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, and assigns, the entire right, title and interest in and to the Design, the Design Application, and

ignors' Initials -+-/-

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PATENT REEL: 052430 FRAME: 0115 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, including registered Community Designs and unregistered Community Design Rights, that claim priority to, are counterparts of, or otherwise correspond thereto, including applications listed in Exhibit A; the design patent(s) in the United States and corresponding industrial design registrations and unregistered design rights 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 Design Application under any international conventions; and any and all rights to collect damages for past, present, or future infringement of any U.S. or foreign patent or industrial design registration rights in the Design which may be, shall be, or have been granted (collectively "the Design Rights"); and

Assignor further authorizes Assignee, its successors, and assigns, or anyone they may properly designate, to apply for a design patent in the U.S. and corresponding design registrations in 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 Design Application and any further applications, including applications listed in Exhibit A, which may be or shall have been filed under the Design Rights, to Assignee in accordance herewith and further authorizes and requests any official of any State whose duty consists of issuing design registrations or other evidence or forms of any industrial property protection issuing from the Design Application 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 Design Application, 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 Design Application, 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 Design Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Design 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 or registration of the Design or the Design Application or the present or future validity of the Design 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 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 Design Rights, including giving testimony in any proceedings

Assignors' Initials -+-/1

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PATENT REEL: 052430 FRAME: 0116 or transactions involving such Design Rights, including all related rights and powers arising or accrued, including the right to bring, make, oppose, defend, appeal proceedings, claims or 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 these assigned Design Rights, whether occurring before, on, or after the date of this agreement; 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. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., <u>www.docusign.com</u>) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly executed and delivered and be valid and effective for all purposes; 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 the earlier of the date of execution of this Assignment indicated below or the Filing Date of the Design Application.

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

		ASSIGNO	DR: Kevin M. Hendricks
Dated:	April 16, 2020		DocuSigned by:
			1(signaturface
Place:	Portland, OR	By:	Kevin M. Hendricks
			(printed name)



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:	April 17, 2020	Wayse M. Bolio		
Place:	Vancouver, WA	By: <u>Wayne M. Bolio</u> (printed name of authorized agent of assignee)		
		Its: Senior Vice President, Law and Human Resources		

(title)



#### <u>Exhibit A</u>

Country/Community	Application No.	Filing Date
AU		
CA		
СН		
CN		
EM		
JP		
MX		
NZ		
TW		



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### PATENT REEL: 052430 FRAME: 0119

RECORDED: 04/17/2020