

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7031877

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OCTANE FITNESS, LLC	09/09/2020
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:	17389213
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	ip.docket.se@dorsey.com
Correspondent Name:	DORSEY & WHITNEY LLP
Address Line 1:	701 FIFTH AVENUE
Address Line 2:	SUITE 6100
Address Line 4:	SEATTLE, WASHINGTON 98104
ATTORNEY DOCKET NUMBER:	P280944.US.02
NAME OF SUBMITTER:	RANDI ROWE
SIGNATURE:	/Randi Rowe/
DATE SIGNED:	11/18/2021
Total Attachments: 4	
source=Assignment_Octane-Nautilus_fromParent_P280944#page1.tif	
source=Assignment_Octane-Nautilus_fromParent_P280944#page2.tif	
source=Assignment_Octane-Nautilus_fromParent_P280944#page3.tif	
source=Assignment_Octane-Nautilus_fromParent_P280944#page4.tif	

ASSIGNMENT

PARTIES TO THE ASSIGNMENT:

Assignor:

Octane Fitness, LLC
7601 Northland Dr., Suite 100
Brooklyn Park, MN 55428
United States
State of Incorporation: Minnesota

Assignee:

Nautilus, Inc.
17750 SE 6th Way
Vancouver, WA 98683
United States
State of Incorporation: Washington

PATENTS AND PATENT APPLICATIONS:


Patent Number..... US 10,561,891
Filing Date 26 MAY 2017
Title: Exercise Machine

Publication Number EP 3 630 306
Filing Date 22 MAY 2018
Title: Exercise Machine

Publication Number CN 111182947
Filing Date 22 MAY 2018
Title: Exercise Machine

Publication Number TW 201900244
Filing Date 24 MAY 2018
Title: Exercise Machine

Publication Number WO 2018/217776
Filing Date 22 MAY 2018
Title: Exercise Machine

DS
Assignor's Initials


Application Number US 16/297,310
Filing Date 08 MARCH 2019
Title: Foot Supports and Handlebar with Fit Enhancement Features for an Exercise Machine

Application Number WO PCT/US2020/021512
Filing Date 06 MARCH 2020
Title: Foot Supports and Handlebar with Fit Enhancement Features for an Exercise Machine

WHEREAS, the Assignor 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 owns all right, title, and interest in and to the patent and patent applications identified by the publication or application numbers, filing dates, and titles indicated above (collectively the "Patents"); 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 Patents; and

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 Patents, 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; 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 Patents; any right, title, or interest in and to the Patents 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 Patents (collectively "the Patent Rights"); an

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 Patents and any further applications, 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 Patents and all related applications, and assigns in accordance herewith; and

DS
Assignor's Initials



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 Patents, 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 Patents 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 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 Patents, including giving testimony in any proceedings or transactions involving such Patents, 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 Patents, 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. 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., www.docusign.com) 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.

DS
Assignor's Initials


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

ASSIGNOR: Octane Fitness, LLC

Dated: 9/9/2020

Place: Vancouver, WA, USA

DocuSigned by:
Wayne Bolio
E3D82AE1DDDC4D1... (signature)
By: Wayne Bolio
(printed name of authorized agent of assignor)
Its: Secretary
(title)

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 set forth below.

ASSIGNEE: Nautilus, Inc.

Dated: 9/9/2020

Place: Vancouver, WA, USA

DocuSigned by:
Wayne Bolio
E3D82AE1DDDC4D1... (signature)
By: Wayne Bolio
(printed name of authorized agent of assignee)
Its: Senior Vice President, Law and Human Resources
(title)

DS
Assignor's Initials
WB