

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------|----------|----------------|-------------------------|
| NAUTILUS, INC. | | 01/16/2008 | CORPORATION: WASHINGTON |
| DASHAMERICA, INC. | | 01/16/2008 | CORPORATION: COLORADO |

RECEIVING PARTY DATA

| | |
|------------------------|------------------------------|
| Name: | BANK OF AMERICA, N.A. |
| Street Address: | 55 S. Lake Avenue, Suite 900 |
| City: | Pasadena |
| State/Country: | CALIFORNIA |
| Postal Code: | 91101 |
| Entity Type: | Association: |

PROPERTY NUMBERS Total: 167

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------|
| Registration Number: | 3287028 | BIOGLIDE |
| Registration Number: | 3262635 | BOWFLEX CONQUEST |
| Registration Number: | 3252448 | BOWFLEX CONQUEST |
| Registration Number: | 3246040 | BE STRONG. |
| Registration Number: | 3242948 | NAUTILUS INSTITUTE |
| Registration Number: | 3199718 | BOWFLEX REVOLUTION |
| Registration Number: | 3160592 | NAUTILUS INSTITUTE |
| Registration Number: | 3149410 | BOWFLEX PILATES |
| Registration Number: | 3127405 | B |
| Registration Number: | 3122558 | NAUTILUS |
| Registration Number: | 3105096 | SYNCLINK |
| Registration Number: | 3099981 | SELECTTECH |
| Registration Number: | 3093057 | |

CH \$4190.00 3287028

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| Registration Number: | 3089399 | BOWFLEX XTREME |
| Registration Number: | 3075842 | CHANGING THE GAME IN HEALTH AND FITNESS |
| Registration Number: | 3029765 | X-CYCLE |
| Registration Number: | 3010670 | BOWFLEX ULTIMATE |
| Registration Number: | 3008430 | |
| Registration Number: | 3002938 | MY STRIDE |
| Registration Number: | 3000919 | BOWFLEX SPORT |
| Registration Number: | 2973775 | CLUBSTRIDE |
| Registration Number: | 2970870 | NAUTILUS |
| Registration Number: | 2962093 | |
| Registration Number: | 2962092 | TREADCLIMBER |
| Registration Number: | 2934757 | TREADCLIMBER |
| Registration Number: | 2884481 | GET THE BODY YOU WANT IN HALF THE TIME |
| Registration Number: | 2855159 | BODY BOW |
| Registration Number: | 2831225 | DP BODYTONE FIT FOR LIFE |
| Registration Number: | 2818551 | SUPERSOFT |
| Registration Number: | 2806513 | NAUTILUS |
| Registration Number: | 2803721 | REACT |
| Registration Number: | 2800818 | DP FIT FOR LIFE |
| Registration Number: | 2798200 | S |
| Registration Number: | 2769580 | S |
| Registration Number: | 2762687 | TREADCLIMBER |
| Registration Number: | 2750814 | S |
| Registration Number: | 2746073 | BODYTONE |
| Registration Number: | 2739454 | RIPP |
| Registration Number: | 2712859 | UNIVERSAL FITNESS |
| Registration Number: | 2697269 | UNIVERSAL FITNESS |
| Registration Number: | 2692084 | |
| Registration Number: | 2687610 | DUO BIKE |
| Registration Number: | 2634796 | |
| Registration Number: | 2631192 | NAUTILUS |
| Registration Number: | 2610341 | NAUTILUS NITRO |
| Registration Number: | 2603249 | NAUTILUS |
| Registration Number: | 2595455 | STAIRMASTER |
| Registration Number: | 2586274 | STAIRMASTER |

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| Registration Number: | 2562364 | |
| Registration Number: | 2545020 | |
| Registration Number: | 2534518 | STOMP |
| Registration Number: | 2480507 | NAUTILUS THE SYMBOL OF STRENGTH |
| Registration Number: | 2240857 | 4000 PT |
| Registration Number: | 2219198 | HYPERDRIVE |
| Registration Number: | 2192576 | STAIRMASTER |
| Registration Number: | 2163143 | |
| Registration Number: | 2155607 | FITNESS ADVISOR |
| Registration Number: | 2133969 | EVOLUTION |
| Registration Number: | 2087775 | WINDSPRINT |
| Registration Number: | 2072864 | WINDRIGGER |
| Registration Number: | 2070737 | WINDJAMMER |
| Registration Number: | 2070232 | PERSONALCIRCUIT |
| Registration Number: | 1918909 | POWER CIRCUIT |
| Registration Number: | 1870676 | MOTIVATOR |
| Registration Number: | 1843743 | STEPMILL |
| Registration Number: | 1829898 | THE NEXT GENERATION |
| Registration Number: | 1825273 | STAIRMASTER |
| Registration Number: | 1786230 | TRIMLINE |
| Registration Number: | 1760759 | NAUTILUS |
| Registration Number: | 1759200 | FREECLIMBER |
| Registration Number: | 1702593 | CLUBTRACK |
| Registration Number: | 1625046 | 4000 PT |
| Registration Number: | 1608382 | VERSATRAINER |
| Registration Number: | 1604837 | |
| Registration Number: | 1601104 | AIRDYNE |
| Registration Number: | 1541700 | SPARTAN |
| Registration Number: | 1540673 | AIR GOMETER |
| Registration Number: | 1523651 | POWER ROD |
| Registration Number: | 1504126 | SILVERWIND |
| Registration Number: | 1503470 | THE ULTIMATE FULL BODY EXERCISE MACHINE |
| Registration Number: | 1473346 | GRAVITRON |
| Registration Number: | 1451043 | MONITOR |
| Registration Number: | 1451042 | ADVANTAGE |

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| Registration Number: | 1416128 | BOWFLEX |
| Registration Number: | 1396943 | COMPUTEROW |
| Registration Number: | 1391673 | NAUTILUS |
| Registration Number: | 1362645 | SUPER CIRCUIT |
| Registration Number: | 1361163 | AEROBIC SUPER CIRCUIT |
| Registration Number: | 1355639 | STAIRMASTER |
| Registration Number: | 1350575 | UNIVERSAL |
| Registration Number: | 1331025 | POWER-PAK |
| Registration Number: | 1296427 | DP FIT FOR LIFE |
| Registration Number: | 1278109 | DP FIT FOR LIFE |
| Registration Number: | 1172257 | NAUTILUS |
| Registration Number: | 1086063 | NAUTILUS |
| Registration Number: | 1084853 | NAUTILUS |
| Registration Number: | 1061003 | NAUTILUS |
| Registration Number: | 1001105 | CENTURION |
| Registration Number: | 991897 | NAUTILUS |
| Registration Number: | 870821 | SUNMASTER |
| Registration Number: | 834285 | COOLVENT |
| Registration Number: | 1460177 | SKEECROS |
| Registration Number: | 2704306 | BODYFLEX |
| Registration Number: | 3255784 | SYNCROSHIFT |
| Registration Number: | 3255783 | SYNCROSEARCH |
| Registration Number: | 3180019 | TI BEAM |
| Registration Number: | 3137219 | AEROSENSOR TRI |
| Registration Number: | 3164013 | AEROSENSOR |
| Registration Number: | 3079093 | ZEPHRR |
| Registration Number: | 3152048 | SYNCROSEEK |
| Registration Number: | 3152046 | SYNCROFLOAT |
| Registration Number: | 3152045 | SYNCROGUIDE |
| Registration Number: | 3045643 | ULTRASENSOR |
| Registration Number: | 3166169 | AEROSENSOR |
| Registration Number: | 3012282 | SYNCROFRAME |
| Registration Number: | 3009755 | SEAMLESS UPPER TECHNOLOGY |
| Registration Number: | 2826430 | 3D CHAMOIS |
| Registration Number: | 2585240 | MICROSENSOR |

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| Registration Number: | 2637622 | WORLD'S FINEST SHORTS |
| Registration Number: | 2572129 | IP |
| Registration Number: | 2735178 | TECHNOLOGY THAT FITS |
| Registration Number: | 2719732 | PEARL IZUMI |
| Registration Number: | 2451077 | PEARL IZUMI |
| Registration Number: | 2451076 | IP |
| Registration Number: | 2205241 | POLYCENTRIC |
| Registration Number: | 2059443 | CLUB JERSEY |
| Registration Number: | 2052290 | LOBSTER |
| Registration Number: | 2049970 | AMFIB |
| Registration Number: | 2042472 | ZEPHRR |
| Registration Number: | 1932384 | ULTRASENSOR |
| Registration Number: | 1597350 | PI |
| Registration Number: | 1421998 | PEARL IZUMI |
| Registration Number: | 1383303 | PEARL IZUMI |
| Serial Number: | 78969246 | YOUR WILL. OUR MACHINE. |
| Serial Number: | 78935485 | BOWFLEX ARMADA |
| Serial Number: | 78875103 | FREEDOM ARMS |
| Serial Number: | 78863578 | BOWFLEX XCEED |
| Serial Number: | 78856892 | BLAZE |
| Serial Number: | 78838125 | |
| Serial Number: | 78709127 | HEART STRONG |
| Serial Number: | 78702239 | JOIN THE REVOLUTION |
| Serial Number: | 78695465 | BOWFLEX IRON |
| Serial Number: | 78693511 | START SMART. STAY SMART. DO IT FOR LIFE. |
| Serial Number: | 78693499 | START SMART. STAY SMART. DO IT FOR LIFE. |
| Serial Number: | 78693480 | START SMART. STAY SMART. DO IT FOR LIFE. |
| Serial Number: | 78693476 | START SMART. STAY SMART. DO IT FOR LIFE. |
| Serial Number: | 78689471 | NI |
| Serial Number: | 78689465 | NI |
| Serial Number: | 78689459 | NI |
| Serial Number: | 78631383 | WHY RUN WHEN YOU CAN WALK |
| Serial Number: | 78567130 | NAUTILUS INSTITUTE |
| Serial Number: | 78294256 | OPTIMAL STRENGTH CURVE TECHNOLOGY |
| Serial Number: | 77247884 | XPLOAD |

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|----------------|----------|--------------------|
| Serial Number: | 77231536 | BIOCONNECT |
| Serial Number: | 77228104 | UNIVERSAL |
| Serial Number: | 77205750 | BOWFLEX REVOLUTION |
| Serial Number: | 77202956 | BODYCURVE |
| Serial Number: | 77202948 | BODYCURVE |
| Serial Number: | 77202936 | BODYCURVE |
| Serial Number: | 77202886 | BODYCURVE |
| Serial Number: | 77144188 | NAUTILUS |
| Serial Number: | 77111790 | FREERUNNER |
| Serial Number: | 77111067 | NAUTILUS ONE |
| Serial Number: | 77182053 | PI |
| Serial Number: | 77182051 | PEARL IZUMI |
| Serial Number: | 77100769 | 4D CHAMOIS |
| Serial Number: | 77344849 | U |

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: Oleh.Hereliuk@federalresearch.com
Correspondent Name: CBCInnovis dba Federal Research
Address Line 1: 1023 Fifteenth Street, NW, Ste 401
Address Line 2: attn: Oleh Hereliuk
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

| | |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 406244 |
| NAME OF SUBMITTER: | Oleh Hereliuk |
| Signature: | /oh/ |
| Date: | 02/19/2008 |

Total Attachments: 13
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(Continued from Item 1 of the recordation form cover sheet)

ADDITIONAL CONVEYING PARTY: **DashAmerica, Inc.**

Corporation – State: **Colorado**

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 16th day of January, 2008, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and BANK OF AMERICA, N.A., a national banking association, in its capacity as agent for the Lenders (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among Nautilus, Inc., a Washington corporation ("US Borrower"), Nautilus International S.A., a Swiss private share company ("Swiss Borrower", and together with US Borrower, collectively the "Borrowers"), the financial institutions party thereto from time to time as "Lenders" (collectively, "Lenders"), and Agent, the Lenders are willing to make certain financial accommodations available to the Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, Lenders are willing to make the financial accommodations to Borrowers as provided for in the Loan Agreement, but only upon the condition, among others, that DashAmerica, Inc., a Colorado corporation ("Guarantor") shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Guaranty and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty");

WHEREAS, pursuant to the Loan Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and the Loan Agreement. As used herein, the following terms shall have the meanings set forth below:

(a) "Trademark Intellectual Property Licenses" means rights under or interests in any trademark license agreement, whether the applicable Grantor is a licensee or licensor under any such license agreement, including, without limitation, the trademark license agreements listed on Schedule 8(k) of the Guaranty and Schedule 9.1.12 of the Loan Agreement, including the right to use the foregoing in connection with the enforcement of the Lender's rights as set forth under the Loan Documents.

(b) "Trademarks" means trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications owned by a Grantor.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, including the U.S. Trademark registrations and applications referred to on Schedule I hereto, and all of its Trademark Intellectual Property Licenses;

(b) all renewals, reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License;

(d) all income, royalties, payments and proceeds of the foregoing now and hereafter due or payable, including payments under all licenses entered into in connection with the Trademarks; and

(e) the right to sue and recover damages and payments for past, present or future (i) infringement or dilution of any Trademark, including any Trademark licensed under any Trademark Intellectual Property License, or (ii) injury to the goodwill associated with any Trademark, including any Trademark licensed under any Trademark Intellectual Property License.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office, or any Trademark Intellectual Property License to the extent such license is deemed Excluded Property.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of the Trademark Security Agreement and the Loan Agreement, the terms of the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks, or the renewal or extension of any Trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. TERMINATION. This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the Full Payment of the Obligations. Upon the termination of this Trademark Security Agreement, the Agent shall execute all documents, make all filings and take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

9. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NAUTILUS, INC.,
a Washington corporation

By: William Mendewcroft
Name: William Mendewcroft
Title: CSO

[Signature page to Trademark Security Agreement]

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TRADEMARK
REEL: 003721 FRAME: 0768

DASHAMERICA, INC.,
a Colorado corporation

By: William Meadows
Name: William Meadows
Title: CFO


[Signature page to Trademark Security Agreement]

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TRADEMARK
REEL: 003721 FRAME: 0769

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.,
a national banking association, as Agent

By: 

Name: Robert M. Dalton

Title: Vice President

[Signature page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademarks

U.S. FEDERAL TRADEMARKS

Nautilus, Inc.
(Washington Corporation)

Registered Marks

| | Mark | Registration No. | Registration Date |
|-----|---|------------------|-------------------|
| 1. | BIOGLIDE | 3287028 | 8/28/07 |
| 2. | BOWFLEX CONQUEST | 3262635 | 7/10/07 |
| 3. | BOWFLEX CONQUEST | 3252448 | 6/12/07 |
| 4. | BE STRONG | 3246040 | 5/29/07 |
| 5. | NAUTILUS INSTITUTE | 3242948 | 5/15/07 |
| 6. | BOWFLEX REVOLUTION | 3199718 | 1/16/07 |
| 7. | NAUTILUS INSTITUTE | 3160592 | 10/17/06 |
| 8. | BOWFLEX PILATES | 3149410 | 9/26/06 |
| 9. | B and Design | 3127405 | 8/8/06 |
| 10. | NAUTILUS | 3122558 | 8/1/06 |
| 11. | SYNCLINK | 3105096 | 6/13/06 |
| 12. | SELECTTECH | 3099981 | 6/6/06 |
| 13. | Design Only | 3093057 | 5/16/06 |
| 14. | BOWFLEX XTREME | 3089399 | 5/9/06 |
| 15. | CHANGING THE GAME IN HEALTH AND FITNESS | 3075842 | 4/4/06 |
| 16. | X-CYCLE | 3029765 | 12/13/05 |
| 17. | BOWFLEX ULTIMATE | 3010670 | 11/1/05 |
| 18. | Design Only | 3008430 | 10/25/05 |
| 19. | MY STRIDE | 3002938 | 9/27/05 |
| 20. | BOWFLEX SPORT | 3000919 | 9/27/05 |
| 21. | CLUBSTRIDE | 2973775 | 7/19/05 |
| 22. | NAUTILUS | 2970870 | 7/19/05 |
| 23. | Design Only | 2962093 | 6/14/05 |
| 24. | TREADCLEVIBER and Design | 2962092 | 6/14/05 |
| 25. | TREAD CLIMBER and Design | 2934757 | 3/22/05 |
| 26. | GET THE BODY YOU WANT IN HALF THE TIME | 2884481 | 9/14/04 |
| 27. | BODY BOW and Design | 2855159 | 6/15/04 |
| 28. | DP BODYTONE FIT FOR LIFE and Design | 2831225 | 4/13/04 |
| 29. | SUPERSOFT | 2818551 | 2/24/04 |
| 30. | NAUTILUS | 2806513 | 1/20/04 |

| | Mark | Registration No. | Registration Date |
|-----|---------------------------------|------------------|-------------------|
| 31. | REACT | 2803721 | 1/6/04 |
| 32. | DP FIT FOR LIFE and Design | 2800818 | 12/30/03 |
| 33. | S and Design | 2798200 | 12/23/03 |
| 34. | Design Only | 2769580 | 9/30/03 |
| 35. | TREADCLIMBER | 2762687 | 9/9/03 |
| 36. | S and Design | 2750814 | 8/12/03 |
| 37. | BODYTONE | 2746073 | 8/5/03 |
| 38. | RIPP | 2739454 | 7/22/03 |
| 39. | UNIVERSAL FITNESS and Design | 2712859 | 5/6/03 |
| 40. | UNIVERSAL FITNESS | 2697269 | 3/18/03 |
| 41. | Design Only | 2692084 | 3/4/03 |
| 42. | DUO BIKE | 2687610 | 2/11/03 |
| 43. | Design Only | 2634796 | 10/15/02 |
| 44. | NATUILUS | 2631192 | 10/8/02 |
| 45. | NAUTILUS NITRO | 2610341 | 8/20/02 |
| 46. | NAUTILUS | 2603249 | 8/6/02 |
| 47. | STAIRMASTER | 2595455 | 7/16/02 |
| 48. | STAIRMASTER | 2586274 | 6/25/02 |
| 49. | Design Only | 2562364 | 4/16/02 |
| 50. | Design Only | 2545020 | 3/5/02 |
| 51. | STOMP | 2534518 | 1/29/02 |
| 52. | NAUTILUS THE SYMBOL OF STRENGTH | 2480507 | 8/21/01 |
| 53. | 4000 PT | 2240857 | 4/20/99 |
| 54. | HYPERDRIVE | 2219198 | 1/19/99 |
| 55. | STAIRMASTER | 2192576 | 9/29/98 |
| 56. | Design Only | 2163143 | 6/9/98 |
| 57. | FITNESS ADVISOR | 2155607 | 5/5/98 |
| 58. | EVOLUTION | 2133969 | 2/3/98 |
| 59. | WINDSPRINT | 2087775 | 8/12/97 |
| 60. | WINDRIGGER | 2072864 | 6/17/97 |
| 61. | WINDJAMMER | 2070737 | 6/10/97 |
| 62. | PERSONAL CIRCUIT | 2070232 | 6/10/97 |
| 63. | POWER CIRCUIT | 1918909 | 9/12/95 |
| 64. | MOTIVATOR | 1870676 | 12/27/94 |
| 65. | STEPMILL | 1843743 | 7/5/94 |
| 66. | THE NEXT GENERATION | 1829898 | 4/5/94 |
| 67. | STAIRMASTER | 1825273 | 3/8/94 |
| 68. | TRIMLINE | 1786230 | 8/3/93 |
| 69. | NAUTILUS | 1760759 | 3/23/93 |
| 70. | FREECLIMBER | 1759200 | 3/16/93 |
| 71. | CLUBTRACK | 1702593 | 7/21/92 |
| 72. | 4000 PT | 1625046 | 11/27/90 |
| 73. | VERSATRAINER | 1608382 | 7/31/90 |
| 74. | Design Only | 1604837 | 7/3/90 |

| | Mark | Registration No. | Registration Date |
|------|---|------------------|-------------------|
| 75. | AIRDYNE | 1601104 | 6/12/90 |
| 76. | SPARTAN | 1541700 | 5/30/89 |
| 77. | AIR GOMETER and Design | 1540673 | 5/23/89 |
| 78. | POWER ROD | 1523651 | 2/7/89 |
| 79. | SILVERWIND | 1504126 | 9/13/98 |
| 80. | THE ULTIMATE FULL BODY EXERCISE MACHINE | 1503470 | 9/6/88 |
| 81. | GRAVITRON | 1473346 | 1/19/88 |
| 82. | MONITOR | 1451043 | 8/4/87 |
| 83. | ADVANTAGE | 1451042 | 8/4/87 |
| 84. | BOWFLEX | 1416128 | 11/4/86 |
| 85. | COMPUTEROW | 1396943 | 6/10/86 |
| 86. | NAUTILUS | 1391673 | 4/29/86 |
| 87. | SUPER CIRCUIT | 1362645 | 9/24/85 |
| 88. | AEROBIC SUPER CIRCUIT | 1361163 | 9/17/85 |
| 89. | STAIRMASTER | 1355639 | 8/20/05 |
| 90. | UNIVERSAL | 1350575 | 7/23/85 |
| 91. | POWER-PAK | 1331025 | 4/16/85 |
| 92. | DP FIT FOR LIFE and Design | 1296427 | 9/18/84 |
| 93. | DP FIT FOR LIFE and Design | 127810 | 5/15/84 |
| 94. | NAUTILUS | 1172257 | 10/6/91 |
| 95. | NAUTILUS | 1086063 | 2/21/78 |
| 96. | NAUTILUS | 1084853 | 2/7/78 |
| 97. | NAUTILUS | 1061003 | 3/8/77 |
| 98. | CENTURION | 1001105 | 1/7/75 |
| 99. | NAUTILUS | 991897 | 8/27/74 |
| 100. | SUNMASTER | 870821 | 6/10/69 |
| 101. | COOLVENT | 834285 | 8/29/67 |
| 102. | SKEECROS | 1460177 | 10/6/87 |
| 103. | BODYFLEX | 2704306 | 4/8/03 |
| 104. | U and Design | 77344849 | 12/5/07 |

Pending Applications

| | Mark | Application No. | Filing Date |
|------|--|-----------------|-------------|
| 105. | YOUR WILL OUR MACHINE | 78969246 | 9/7/06 |
| 106. | BOWFLEX ARMADA | 78935485 | 7/23/06 |
| 107. | FREEDOM ARMS | 78875103 | 5/3/06 |
| 108. | BOWFLEX XCEED | 78863578 | 4/18/06 |
| 109. | BLAZE | 78856892 | 4/7/06 |
| 110. | Design Only | 78838125 | 3/15/06 |
| 111. | HEART STRONG | 78709127 | 9/8/05 |
| 112. | JOIN THE REVOLUTION | 78702239 | 8/29/05 |
| 113. | BOWFLEX IRON | 78695465 | 8/18/05 |
| 114. | START SMART. STAY SMART. DO IT FOR LIFE. | 78693511 | 8/16/05 |
| 115. | START SMART. STAY SMART. DO IT FOR LIFE. | 78693499 | 8/16/05 |
| 116. | START SMART. STAY SMART. DO IT FOR LIFE. | 78693480 | 8/16/05 |

| | Mark | Application No. | Filing Date |
|------|--|-----------------|-------------|
| 117. | START SMART. STAY SMART. DO IT FOR LIFE. | 78693476 | 8/16/05 |
| 118. | NI | 78689471 | 8/10/05 |
| 119. | NI | 78689465 | 8/10/05 |
| 120. | NI | 78689459 | 8/10/05 |
| 121. | WHY RUN WHEN YOU CAN WALK | 78631383 | 5/17/05 |
| 122. | NAUTILUS INSTITUTE | 78567130 | 2/14/05 |
| 123. | OPTIMAL STRENGTH CURVE TECHNOLOGY | 78294256 | 8/29/03 |
| 124. | XPLOAD | 77247884 | 8/6/07 |
| 125. | BIOCONNECT | 77231536 | 7/17/07 |
| 126. | UNIVERSAL | 77228104 | 7/12/07 |
| 127. | BOWFLEX REVOLUTION and Design | 77205750 | 6/14/07 |
| 128. | BODYCURVE | 77202956 | 6/11/07 |
| 129. | BODYCURVE | 77202948 | 6/11/07 |
| 130. | BODYCURVE | 77202936 | 6/11/07 |
| 131. | BODYCURVE | 77202886 | 6/11/07 |
| 132. | NAUTILUS | 77144188 | 3/29/07 |
| 133. | FREERUNNER | 77111790 | 2/20/07 |
| 134. | NAUTILUS ONE | 77111067 | 2/20/07 |

DashAmerica, Inc.
(Colorado Corporation)

Registered Marks

| | Mark | Registration | Registration |
|------|---------------------------|--------------|--------------|
| 135. | SYNCROSHIFT | 3255784 | 6/26/07 |
| 136. | SYNCROSEARCH | 3255783 | 6/26/07 |
| 137. | TI BEAM | 3180019 | 12/5/06 |
| 138. | AEROSENSOR | 3137219 | 8/29/06 |
| 139. | AEROSENSOR | 3164013 | 10/24/06 |
| 140. | ZEPHRR | 3079093 | 4/11/06 |
| 141. | SYNCROSEEK | 3152048 | 10/3/06 |
| 142. | SYNCHROFLOAT | 3152046 | 10/3/06 |
| 143. | SYNCHROGUIDE | 3152045 | 10/3/06 |
| 144. | ULTRASENSOR | 3045643 | 1/17/06 |
| 145. | AEROSENSOR | 3166169 | 10/31/06 |
| 146. | SYNCHROFRAME | 3012282 | 11/1/05 |
| 147. | SEAMLESS UPPER TECHNOLOGY | 3009755 | 10/25/05 |
| 148. | 3D CHAMOIS | 2826430 | 3/23/04 |
| 149. | MICROSENSOR | 2585240 | 6/25/02 |
| 150. | WORLD'S FINEST SHORTS | 2637622 | 10/15/02 |
| 151. | IP and Design | 2572129 | 5/21/02 |
| 152. | TECHNOLOGY THAT FITS | 2735178 | 7/8/03 |
| 153. | PEARL IZUMI | 2719732 | 5/27/03 |
| 154. | PEARL IZUMI | 2451077 | 5/15/01 |
| 155. | IP | 2451076 | 5/15/01 |
| 156. | POLYSENTRIC | 2205241 | 11/24/98 |

| | | | |
|------|-------------|---------|----------|
| 157. | CLUB JERSEY | 2059443 | 5/6/97 |
| 158. | LOBSTER | 2052290 | 4/15/97 |
| 159. | AMFIB | 2049970 | 4/1/97 |
| 160. | ZEPHRR | 2042472 | 3/4/97 |
| 161. | ULTRASENSOR | 1932384 | 10/31/95 |
| 162. | PI | 1597350 | 5/22/90 |
| 163. | PEARL IZUMI | 1421998 | 12/23/86 |
| 164. | PEARL IZUMI | 1383303 | 2/18/86 |

Pending Applications

| | Mark | Application | Filing Date |
|------|-------------|-------------|-------------|
| 165. | IP | 77182053 | 5/16/07 |
| 166. | PEARL IZUMI | 77182051 | 5/16/07 |
| 167. | 4D CHAMOIS | 77100769 | 2/6/07 |