

02-01-2002

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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Hebb Industries, Inc. *11/13/01*☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State Texas☐ Other _____Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other _____

Execution Date: September 20, 2001

2. Name and address of receiving party(ies)

Name: Nautilus, Inc.

Internal

Address: _____

Street Address: 1400 NE 136th Avenue

City: Vancouver State: WA Zip: 98684

☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☐ Limited Partnership _____☒ Corporation-State Washington☐ Other _____

If assignee is not domiciled in the United States, a domestic

representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,786,230, 2,337,407 and 2,292,394

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Scott G. Warner

Internal Address: Garvey, Schubert & Barer

18th Floor

Street Address: 1191 Second Avenue

City: Seattle State: WA Zip: 98101

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Julene Delo

Name of Person Signing

Signature *Julene Delo*Date *11/13/01*Total number of pages including cover sheet, attachments, and document: 4

01/31/2002 6TOM11 00000270 1786230

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 2023101 FC:481
02 FC:48240.00 OP
50.00 OPTRADEMARK
REEL: 002434 FRAME: 0622

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made and entered into as of September 20, 2001 by and between Hebb Industries, Inc., a Texas Corporation ("Assignor") and Nautilus, Inc., a Washington Corporation, ("Assignee").

WHEREAS, Assignor has adopted, used and is using trademarks including, but not limited to, those listed on Schedule A hereto, which may be registered in the U.S. Patent and Trademark Office and/or foreign trademark offices, may be the subject of pending applications, or may be common law trademarks, and owns all right, title and interest to the same, including all goodwill and common law rights associated therewith (collectively, the "Marks"); and

WHEREAS, Assignor has registered or is using domain names including those listed on Schedule A hereto (collectively, the "Domain Names"); and

WHEREAS, Assignor is the owner, by assignment or otherwise, of all right, title and interest in and to certain designs, inventions and patents, trade secrets, know-how, technology or other intellectual property, related to Fitness Intellectual Property (as defined in the Asset Purchase Agreement between Assignor and Direct Focus, Inc.) and any patents which may be later obtained therefor or thereon (which together with the Marks and Domain Names shall be collectively referred to hereinafter as the "Intellectual Property"); and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Intellectual Property, including the goodwill associated therewith and any registrations or pending applications therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges:

1. Assignor hereby assigns, transfers, and delivers to Assignee all of its rights, title and interest in and to the Intellectual Property, including any registrations or pending applications therefor, the goodwill of the business symbolized thereby, any re-issue, continuation, continuation-in-part, division, improvement or extension thereof, and all proceeds thereof, including, without limitation, any and all causes of action for infringement thereof and any and all royalties for any licenses thereof (collectively, the "Assets"), the Assets to be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns or other legal representatives to the full end of the term or terms for which the Intellectual Property may be granted, as fully and entirely as the same would have been enjoyed by the Assignor, had this Assignment not been made.

2. Assignor agrees that the Assets as defined herein includes all rights to sue, bring actions for and recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses of the Intellectual Property.

3. The Assignor also hereby covenants and agrees that the Assignor shall, at the request of Assignee or its counsel, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Assignment, and to transfer and vest title to and in the Assets and to procure, maintain, enforce and protect the right, title and interest in and enjoyment of all of the

Assets assigned, transferred and conveyed to Assignee pursuant to this Assignment; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed.

4. This Assignment shall be binding upon Assignor, Assignor's successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity therewith.

IN WITNESS WHEREOF, the Assignor has executed this Assignment and caused the same to be duly delivered on its behalf on the day and year first set forth above.

HEBB INDUSTRIES, INC.

By:

Name:

Title:

Gregg K. Karch
Vice President

ACKNOWLEDGED:

NAUTILUS, INC.

By:

Name:

Title:

Brian R. Cook
President

Assets assigned, transferred and conveyed to Assignee pursuant to this Assignment; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed.

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HEBB INDUSTRIES, INC.

By: _____

Name:

Title:

ACKNOWLEDGED:

NAUTILUS, INC.

By: _____

Name:

Title:

SCHEDULE A

Registered U.S. Trademarks

Country	Mark	Reg. No.	Reg. Date	Int'l Class	Goods	Next Deadline
United States	TRIMLINE	1,786,230	8/3/93	28	Exercise equipment; namely, stationary exercise cycles, treadmills, stair climbing exercise machines	8/3/03
United States	TRIMUP	2,337,407	4/4/00	28	Exercise equipment; namely, treadmills	4/4/06
United States	HEBB INDUSTRIES, INC. MANUFACTURERS OF FITNESS EQUIPMENT & Design	2,292,394	11/16/99	28	Exercise equipment; namely, treadmills	11/16/05

Domain Names

HEBBINDINC.COM
HEBBINDUSTRIES.COM
TRIMLINETREADMILLS.COM

INTELLECTUAL PROPERTY ASSIGNMENT

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WHEREAS, Assignor has adopted, used and is using trademarks including, but not limited to, those listed on Schedule A hereto, which may be registered in the U.S. Patent and Trademark Office and/or foreign trademark offices, may be the subject of pending applications, or may be common law trademarks, and owns all right, title and interest to the same, including all goodwill and common law rights associated therewith (collectively, the "Marks"); and

WHEREAS, Assignor has registered or is using domain names including those listed on Schedule A hereto (collectively, the "Domain Names"); and

WHEREAS, Assignor is the owner, by assignment or otherwise, of all right, title and interest in and to certain designs, inventions and patents, trade secrets, know-how, technology or other intellectual property, related to Fitness Intellectual Property (as defined in the Asset Purchase Agreement between Assignor and Direct Focus, Inc.) and any patents which may be later obtained therefor or thereon (which together with the Marks and Domain Names shall be collectively referred to hereinafter as the "Intellectual Property"); and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Intellectual Property, including the goodwill associated therewith and any registrations or pending applications therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges:

1. Assignor hereby assigns, transfers, and delivers to Assignee all of its rights, title and interest in and to the Intellectual Property, including any registrations or pending applications therefor, the goodwill of the business symbolized thereby, any re-issue, continuation, continuation-in-part, division, improvement or extension thereof, and all proceeds thereof, including, without limitation, any and all causes of action for infringement thereof and any and all royalties for any licenses thereof (collectively, the "Assets"), the Assets to be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns or other legal representatives to the full end of the term or terms for which the Intellectual Property may be granted, as fully and entirely as the same would have been enjoyed by the Assignor, had this Assignment not been made.

2. Assignor agrees that the Assets as defined herein includes all rights to sue, bring actions for and recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses of the Intellectual Property.

3. The Assignor also hereby covenants and agrees that the Assignor shall, at the request of Assignee or its counsel, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Assignment, and to transfer and vest title to and in the Assets and to procure, maintain, enforce and protect the right, title and interest in and enjoyment of all of the

Assets assigned, transferred and conveyed to Assignee pursuant to this Assignment; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed.

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IN WITNESS WHEREOF, the Assignor has executed this Assignment and caused the same to be duly delivered on its behalf on the day and year first set forth above.

HEBB INDUSTRIES, INC.

By:

Name:
Title:

Gonett R. Karach
Vice President

ACKNOWLEDGED:

NAUTILUS, INC.

By:

Brian R. Cook
Name: *Brian R. Cook*
Title: *President*

Assets assigned, transferred and conveyed to Assignee pursuant to this Assignment; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed.

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HEBB INDUSTRIES, INC.

By: _____
Name:
Title:

ACKNOWLEDGED:

NAUTILUS, INC.

By: 
Name: Brian R. Cook
Title: President

SCHEDULE A**Registered U.S. Trademarks**

Country	Mark	Reg. No.	Reg. Date	Int'l Class	Goods	Next Deadline
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Domain Names

HEBBINDINC.COM
 HEBBINDUSTRIES.COM
 TRIMLINETREADMILLS.COM

LAW OFFICES
GARVEY, SCHUBERT & BARER
A PARTNERSHIP OF PROFESSIONAL CORPORATIONS

WASHINGTON, D.C.
FIFTH FLOOR
1000 POTOMAC STREET, N.W.
WASHINGTON, D.C. 20007
(202) 965-7880

EIGHTEENTH FLOOR
SECOND & SENECA BUILDING
1191 SECOND AVENUE
SEATTLE, WASHINGTON 98101-2939
(206) 464-3939

FAX: (206) 464-0125

PLEASE REPLY TO SEATTLE OFFICE

PORTLAND
ELEVENTH FLOOR
121 S.W. MORRISON STREET
PORTLAND, OREGON 97204-3141
(503) 228-3939

VOICE MAIL EXTENSION 1333
e-mail: jdelo@gsblaw.com

November 13, 2001

Via Express Mail

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Conveyance of Trademarks from Hebb Industries, Inc. to Nautilus, Inc.

Dear Commissioner:

Enclosed for filing please find the following documents:

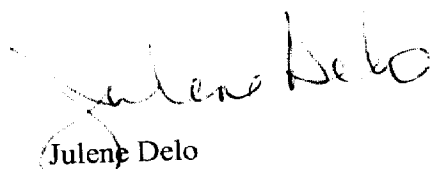
1. Recordation Form Cover Sheet for Trademarks Only for recordation of trademark assignments from Hebb Industries, Inc. to Nautilus, Inc.;
2. Two (2) copies of the Intellectual Property Assignment between Hebb Industries, Inc. and Nautilus, Inc.;
3. Check number 119498 in the amount of \$90.00 to cover the recordation fees; and
4. A self-addressed, stamped receipt acknowledgement postcard.

Please stamp the receipt acknowledgement postcard with the date received and return to our offices. Thank you for your assistance. Please do not hesitate to call me at the above-listed number should you have any questions or require additional information.

Very truly yours,

GARVEY, SCHUBERT & BARER

By


Julene Delo
Paralegal to Scott Warner

Enclosures

SEA_DOCS:585740.1 [05147-03500]

ET 654822111 US

RECORDED: 11/13/2001

TRADEMARK
REEL: 002434 FRAME: 0631