

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
D.K.B. Group, LLC		12/31/2007	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	Nautilus, Inc.		
Street Address:	16400 SE Nautilus Drive		
City:	Vancouver		
State/Country:	WASHINGTON		
Postal Code:	98683		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2296770	PRO/BELL	
CORRESPONDENCE DATA			
Fax Number:	(303)629-3450		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	303-629-3400		
Email:	docketing-dv@dorsey.com, johnson.marilyn@dorsey.com		
Correspondent Name:	Dorsey & Whitney LLP		
Address Line 1:	370 Seventeenth Street, Suite 4700		
Address Line 2:	IP Department		
Address Line 4:	Denver, COLORADO 80202-5647		
ATTORNEY DOCKET NUMBER:	72933US ~ 461066-2557		
NAME OF SUBMITTER:	Lisa A. Osman		
Signature:	/LAO 3463/		

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TRADEMARK
REEL: 003796 FRAME: 0176

Date:

06/12/2008

Total Attachments: 4

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EXHIBIT B

Assignment of Patent and Trademark Rights

For good and valuable consideration, the receipt of which is hereby acknowledged, D.K.B. Group, LLC, a Michigan limited liability company with its principal place of business at 9689 Wall Gene Road, South Lyon, Michigan 48178 ("Seller"), does hereby sell, assign, transfer and convey unto Nautilus, Inc., a Washington corporation, having an office at 16400 SE Nautilus Drive, Vancouver, Washington 98683 ("Buyer") or its designees, all right, title and interest in and to (a) the patent applications and patents listed below, any patents, registrations, or certificates of invention issuing on any patent applications listed below, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing, and all reissues, re-examinations, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part, and improvements of any of the foregoing (collectively "Patents"); (b) all World Wide Web addresses and domain names and applications and registrations therefor, all trade names, logos, common law trademarks and service marks, trademark and service mark registrations, and applications therefor listed below and all goodwill associated therewith throughout the world ("Trademarks"); and (c) all related Intellectual Property Rights, as defined below.

OWNED PATENTS				
Title	Country	Filing Date/ Serial No.	Issue Date/ Patent No.	Status/ Next Due Date
Weight lifting apparatus and method	USA	1/22/1998	11/24/1998 5,839,997	3 rd Maintenance Fee due 5/24/2020
Weight training apparatus having selectable weight plates	USA	1/27/2005	10/17/2006 7,121,988	1 st Maintenance Fee due 4/17/2010
Weight lifting apparatus & method	CDA	1/19/1999 2,257,506		Final Fee paid 9/14/2007 Annuity due 1/19/2008
Weight training apparatus having selectable weight plates	Europe	8/2/2005	2/7/2006 000384706	Issues Renewal Due 8/2/2010
Weight training device	USA	2/4/2005	2/13/2007 D536,752	Issued Design Patent
Weight training apparatus having selectable weight plates	Europe	1/23/2006 06719171.8		Published Annuity due 1/23/2008
Weight training apparatus having selectable weight plates	China	1/23/2006 200680010017.9		Exam requested Annuity due 1/23/2008

LICENSED PATENTS				
Title	Country	Filing Date/ Serial No.	Issue Date/ Patent No.	Comments
Weight stack methods and apparatus	USA		3/2/1999 5,876,313	Licensed Under Krull Agreement
Weight selection method and apparatus	USA		4/1/2003 6,540,650	Licensed Under Krull Agreement

TRADEMARK REGISTRATIONS				
Trademark	Country	Filing Date/ Serial No.	Issue Date/ Patent No.	Comments
PROBELL	USA		5/28/2002 2,572,727	Affidavits due 5/28/2008
PROBELL & DESIGN	USA		5/28/2002 2,572,726	Affidavits due 5/28/2008
PRO/BELL	USA		11/30/1999 2,296,770	Renewal due 11/30/2009
PROBELL	CDA		9/14/2004 TMA619,442	Renewal due 9/14/2019
PROBELL & DESIGN	CDA		9/15/2004 TMA619,578	Renewal due 9/15/2019

DOMAIN NAME REGISTRATIONS			
Domain Name	Registrar	Expiration Date	Comments
PROBELL.COM	Network Solutions, LLC	5/6/2008	

"Intellectual Property Rights" means all of the following (by whatever terms known or designated), tangible and intangible, now known or hereafter existing: (a) rights associated with works of authorship, know how, and data throughout the universe, including but not limited to all exclusive exploitation rights, copyrights, neighboring rights and moral rights; (b) trade secret rights; (c) trademarks; (d) patents, designs, algorithms and other industrial property rights and all improvements, modifications, and derivatives thereof; (e) all other proprietary rights of every kind and nature throughout the universe, however designated (including without limitation logos, character rights, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license or otherwise; and (f) all registrations, applications, reissues, reexaminations, renewals, continuations, continuations in part, divisions, or extensions thereof now or hereafter in force throughout the universe; and (g) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the above, and to all causes of action (whether in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringements thereof.

Seller represents, warrants and covenants that: (a) it is the sole owner of record title to the Assigned Property identified above, (b) it has obtained and properly recorded previously executed assignments for all Assigned Property identified above as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction, and (c) it has full power and authority to make the present assignment. Seller shall indemnify and hold harmless Buyer for any breach of the foregoing.

Seller further agrees to and hereby does sell, assign, transfer and convey unto Buyer all rights: (a) in and to causes of action and enforcement rights for the Assigned Property including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Assigned Property, and (b) to apply in any or all countries of the world for patents, certificates of invention, registrations or other governmental grants for the Assigned Property, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding. Seller also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention or

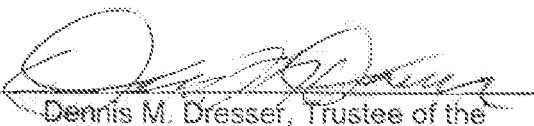
registrations which may be granted upon any of the Assigned Property in the name of Buyer, as the Buyer to the entire interest therein.

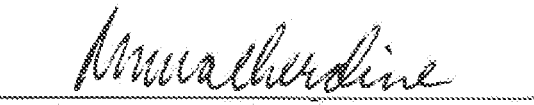
Seller will, at the reasonable request of Buyer and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Buyer in obtaining, perfecting, sustaining, and/or enforcing its rights in the Assigned Property. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent and/or trademark or other applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Assigned Property.

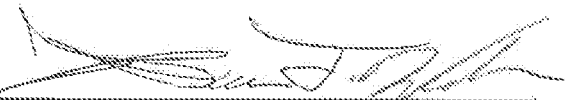
The terms and conditions of this Assignment shall inure to the benefit of Buyer, its successors, assigns and other legal representatives, and shall be binding upon Seller, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Rights is executed at Farmington Hills, Mich.
as of December 31, 2007.

SELLER:
D.K.B. GROUP, LLC

By: 
Dennis M. Dresser, Trustee of the
Dennis M. Dresser Living Trust
u/t/d June 13, 1997
Its: Member

By: 
Kenneth M. Walkerdine, Trustee of
the Kenneth M. Walkerdine Living
Trust u/t/d December 29, 1994
Its: Member

By: 
Bruce F. Weber, Trustee of the
Bruce F. Weber Living Trust
u/t/d November 5, 1996
Its: Member

NOTARY SIGNATURE CONTAINED ON NEXT PAGE

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

Acknowledged before me in Oakland County, Michigan, on December 27, 2007, by Dennis M. Dresser, Trustee of the Dennis M. Dresser Living Trust u/t/d June 13, 1997; Kenneth M. Walkerdine, Trustee of the Kenneth M. Walkerdine Living Trust u/t/d December 29, 1994; and Bruce F. Weber, Trustee of the Bruce F. Weber Living Trust u/t/d November 5, 1996, members of D.K.B. Group, LLC, a Michigan limited liability company, on behalf of the company.

Lucy Rose Bentam
Notary Public
State of Michigan, County of Oakland
My Commission Expires: Jan 16, 2011
Acting in the County of Oakland

