

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM391490

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Modern Movement, Inc.		09/01/2015	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Nautilus, Inc.		
Street Address:	17750 SE 6th Way		
City:	Vancouver		
State/Country:	WASHINGTON		
Postal Code:	98683		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4552214	MODERN MOVEMENT	
CORRESPONDENCE DATA			
Fax Number:	5039140301		
<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>			
Phone:	(503) 449-9084		
Email:	MHeilbronner@IdeaLegal.com		
Correspondent Name:	Michael Heilbronner		
Address Line 1:	1631 NE Broadway, No. 443		
Address Line 4:	Portland, OREGON 97232		
ATTORNEY DOCKET NUMBER:	MODERN MOVEMENT		
NAME OF SUBMITTER:	Michael Heilbronner		
SIGNATURE:	/Michael Heilbronner/		
DATE SIGNED:	07/14/2016		
Total Attachments: 3			
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OP \$40.00 4552214

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is entered into this [1 day of Sep., 2015], by and between Modern Movement, Inc., a Wisconsin corporation ("**Assignor**") and Nautilus, Inc., a Washington corporation ("**Assignee**").

RECITALS

A. Assignor operates a fitness product design and distribution business utilizing the trademarks set forth on Exhibit A, attached hereto and incorporated herein by this reference (collectively, the "**Trademarks**"), and represents and warrants that Assignor owns all right, title, and interest in the Trademarks, including, but not limited to, all common law rights, trade name rights, all rights to sue and recover for the past infringement thereof, and all accompanying goodwill related to the Trademarks; and

B. Assignee is engaged in a fitness product design and distribution business and desires to acquire all rights, title and interest in and to the Trademarks.

C. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated [Sep. 1, 2015] (the "**Purchase Agreement**"), whereby Assignee shall acquire all Assignor's rights, title and interest in and to the Trademarks for good and valuable consideration.

AGREEMENT

1. Assignment. In consideration of the amounts paid to Assignor under the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in light of the recitals above, which are duly incorporated by reference, Assignor hereby assigns to Assignee all of Assignor's rights, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and all causes of action for the past infringement thereof.

2. Further Cooperation. Assignor hereby agrees, without further compensation from Assignee, that it will execute any further documents reasonably requested by Assignee to effect, perfect, or record the assignment, or to establish the ownership of record, of the Registrations. Assignor further consents to and agrees to provide reasonable assistance in connection with recordation of such documents with the relevant trademark offices or authorities.

[signature page follows]

EXECUTED as of the day and year first set forth above.

MODERN MOVEMENT, INC.

By: Glenn Polinsky

Name: Glenn Polinsky

Title: Founder + President

EXHIBIT A

Mark	Application Number
Modern Movement	Reg. # 4,552,214
	SN 85-585-330