

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM504596

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paofit Holdings Pte Ltd		12/10/2018	Corporation: SINGAPORE
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:	4835831	RUNSOCIAL	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	2063598000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	James L. Vana of Perkins Coie LLP		
Address Line 1:	1201 THIRD AVENUE, SUITE 4900		
Address Line 4:	SEATTLE, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	122648-4412		
NAME OF SUBMITTER:	Stefan B. Blum		
SIGNATURE:	/Stefan B. Blum/		
DATE SIGNED:	01/04/2019		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Assignment**”), dated as of December 10, 2018, is entered into by and among Paofit Holdings Pte. Ltd., a company organized under the laws of Singapore (“**Paofit**”), Paofit Technology Pte. Ltd., a company organized under the laws of Singapore (“**Paofit Tech**”), and Paofit Group Limited, a company organized under the laws of Hong Kong SAR (“**Paofit HK**” and, collectively with Paofit and Paofit Tech, the “**Assignors**”), and Nautilus, Inc., a Washington corporation (“**Assignee**”). The Assignors and the Assignee are each referred to individually as a “**Party**” and collectively as the “**Parties**.” Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignors and Assignee have entered into that certain Asset Purchase Agreement, dated as of December 10, 2018 (the “**Purchase Agreement**”);

WHEREAS, the Assignors are the exclusive owners of all right, title and interest in and to the Purchased Intellectual Property Assets; and

WHEREAS, pursuant to the Purchase Agreement, the Assignors have agreed to assign the Purchased Intellectual Property Assets to Assignee and Assignee has agreed to accept such assignment.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The Assignors hereby transfer and assign to Assignee, and Assignee hereby accepts, all right, title and interest in and to the Purchased Intellectual Property Assets, free and clear of all Liens, relating to or arising out of the Purchased Intellectual Property Assets, including, without limitation, any and all patents, trademarks, trade secrets, and copyrights therein, with all of the goodwill appertaining thereto, including but not limited to the patent and patent applications set forth on Exhibit A attached hereto; the registered and common law trademarks set forth on Exhibit B attached hereto; the domain names set forth on Exhibit C attached hereto and the photographs, text and videos featured thereon or incorporated therein; and the Software set forth on Exhibit D hereto, in each case made a part hereof.

2. The Assignors agree to, at Assignee’s reasonable request and at Assignee’s expense, execute, acknowledge, and deliver to Assignee such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications, and further assurances as Assignee may reasonably request in order to carry out the transfer of the Purchased Intellectual Property Assets, as applicable, conveyed herein.

3. This Assignment is made subject to the terms of the Purchase Agreement, which terms are incorporated herein by this reference, and each Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase

Agreement shall remain in full force and effect to the full extent provided therein. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail. If any provision of this Assignment, or the application of such provision to any person or circumstance, shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

4. This Assignment may be executed in two or more counterparts and may be delivered by facsimile, .pdf or other electronic submission, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of Washington without giving effect to rules governing the conflict of laws.

6. This Assignment shall be binding upon and inure to the benefit of Assignee and each Assignor and their respective successors and permitted assigns under the Purchase Agreement. This Assignment may not otherwise be assigned by any party hereto without the prior written consent of the other party hereto except as and to the extent the Purchase Agreement may be assigned in accordance with its terms. Further, nothing set forth herein shall be deemed to constitute any person or entity as a third party beneficiary of this Assignment.

7. This Assignment may not be amended or modified except by an instrument in writing signed by Assignee and each Assignor.


8. For purposes of this Assignment, except as otherwise expressly provided or unless the context otherwise requires: (a) the use of the singular form includes the plural, and the use of the plural form includes the singular; (b) the use of any gender herein shall be deemed to include the other gender; (c) the captions used in this Assignment are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope or content of this Assignment or any provision hereof; (d) the words "herein", "hereof", "hereunder" and other words of similar import refer to this Assignment as a whole and not to any particular provision; (e) the term "include" or "including" shall mean without limitation by reason of enumeration; (f) any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder; (g) references to a statute shall refer to the statute and any successor statute, and to all regulations promulgated under or implementing the statute or successor, as in effect at the relevant time; and (h) any reference to a document or set of documents in this Assignment, and the rights and obligations of the parties under any such documents, shall mean such document or documents as amended from time to time, and any and all modifications, extensions, renewals, substitutions or replacements thereof.

[signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNORS:

PAOFIT HOLDINGS PTE. LTD.

By: 

Name: Marc Scott Hardy

Title: Director

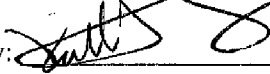
PAOFIT TECHNOLOGY PTE. LTD.

By: 

Name: Marc Scott Hardy

Title: Director

PAOFIT GROUP LIMITED

By: 

Name: Marc Scott Hardy

Title: Director

ASSIGNEE:

NAUTILUS, INC.

By: _____

Name: _____

Title: _____

Signature Page to Intellectual Property Assignment Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNORS:

PAOFIT HOLDINGS PTE. LTD.

By: _____

Name: _____

Title: _____

PAOFIT TECHNOLOGY PTE. LTD.

By: _____

Name: _____

Title: _____

PAOFIT GROUP LIMITED

By: _____

Name: _____

Title: _____

ASSIGNEE:

NAUTILUS, INC.

By: _____

Name: George M. Bolio

Title: Senior Vice President, Law

EXHIBIT A

No.	Jurisdiction	Title	Date	Status
9,586,141	U.S.	System and Method for Visualizing Synthetic Objects Within Real-World Video Clip	March 7, 2017	Granted
9,566,517	U.S.	System and Method for Visualizing Synthetic Objects Within Real-World Video Clip	February 14, 2017	Continuation Issued
App. No. 15/451,100	U.S.	System and Method for Visualizing Synthetic Objects Within Real-World Video Clip		Continuation 2 Application
12830548.9	E.U.	System and Method for Visualizing Synthetic Objects Within Real-World Video Clip		Application
9,131,202	U.S.	Systems and Methods for Motion-Vector-Aided Video Interpolation Using Real-Time Smooth Video Playback Speed Variation	September 8, 2015	Granted
9,659,596	U.S.	Systems and Methods for Motion-Vector-Aided Video Interpolation Using Real-Time Smooth Video Playback Speed Variation	May 23, 2017	Continuation Issued
14792903.8	E.U.	Systems and Methods for Motion-Vector-Aided Video Interpolation Using Real-Time Smooth Video Playback Speed Variation		Application
9,704,298	U.S.	Systems and Methods for Generating 360 Degree Mixed Reality Environments	July 11, 2017	Granted
App No. 15/643,110	U.S.	Systems and Methods for Generating 360 Degree Mixed Reality Environments		Continuation Application

EXHIBIT B

The following registered trademark:

“RunSocial” no. 4835831, classes 9 and 42: software for fitness activities

All common law trademark rights associated with RunSocial and RideSocial.

EXHIBIT C

The following domain names and the photographs, text and videos featured thereon or incorporated therein:

www.runsocial.com

www.ridesocial.com

www.rowsocial.com

www.runsocial.co.uk

www.rowsocial.co.uk

www.digitalfunrun.com

www.digtialworldrun.com

www.chinadigitalrun.com

www.digital5k.com

www.digital10k.com

www.virgindigitalrun.com

EXHIBIT D

All Software used in connection with the Business, including, *inter alia*:

- (a) Paofit engine (C#, Windows-based): full gaming engine, previously used to run the RunSocial app on Windows computers. Engine is also used to check avatar and occlusion objects sizing and placement on the routes during post-production.
- (b) Paofit adapted Unity3D engine code, including custom conversion tools, allowing Paofit's mixed reality technology to run on Unity for Android, iOS and Windows.
- (c) Paofit MotionFlow Interpolation Toolset: Windows-based, used to create vector-based motion field and add it to video frames. Can control size of field in pixels, bitrate of video, resolution of video, frame rates and quality of vector analysis. Toolset can incorporate external motion vector data or develop its own. Video files can be 360 degree or regular video.
- (d) Paofit code for video playback including adaptive speed (motion interpolated or otherwise) allowing video playback on iOS, Android, Windows operating systems, including accommodating streaming capability.
- (e) Paofit VID format video generator: tool to generate custom video formats and specs in the .vid container. To use in our 360 or regular) interactive video playback products (e.g. to easily move forward or backwards through video). Windows-based.
- (f) Paofit video element replacement tool: Windows-based, used to replace elements in video that are marked with Alpha channel with surrounding textures – e.g. to replace the camera person holding the camera with the surrounding floor – to make the person effectively “disappear” from the video.
- (g) Paofit (prototype stage) stabilization tool, for 3D stabilization of video. In R&D phase.
- (h) Paofit (prototype stage) depth detection tool: detects depth and tracks objects in a video, from monocular (single camera) video or stereoscopic (2 cameras). In R&D phase.

GSB:9786562.3