

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559858

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nautilus, Inc.		01/31/2020	Corporation: WASHINGTON
Octane Fitness, LLC		01/31/2020	Limited Liability Company: MINNESOTA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	10 S. Wacker Drive, 26th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Registration Number:	0991897	NAUTILUS
Registration Number:	1084853	NAUTILUS
Registration Number:	1172257	NAUTILUS
Registration Number:	1331025	POWER-PAK
Registration Number:	1350575	UNIVERSAL
Registration Number:	1391673	NAUTILUS
Registration Number:	1416128	BOWFLEX
Registration Number:	1473346	GRAVITRON
Registration Number:	1523651	POWER ROD
Registration Number:	1601104	AIRDYNE
Registration Number:	2219198	HYPERDRIVE
Registration Number:	2762687	TREADCLIMBER
Registration Number:	2884481	GET THE BODY YOU WANT IN HALF THE TIME
Registration Number:	2970870	NAUTILUS
Registration Number:	3008430	
Registration Number:	3089399	BOWFLEX XTREME
Registration Number:	3099981	SELECTTECH
Registration Number:	3105096	SYNCLINK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3122558	NAUTILUS
Registration Number:	3127405	B
Registration Number:	3199718	BOWFLEX REVOLUTION
Registration Number:	3246040	BE STRONG.
Registration Number:	3337049	BLAZE
Registration Number:	3381152	BOWFLEX REVOLUTION
Registration Number:	3415999	
Registration Number:	3432235	NAUTILUS ONE
Registration Number:	3486408	FREEDOM ARMS
Registration Number:	3755126	UNIVERSAL
Registration Number:	3781649	U
Registration Number:	3783324	
Registration Number:	4000363	
Registration Number:	4190134	COREBODY REFORMER
Registration Number:	4226523	COREBODY REFORMER
Registration Number:	4534863	B
Registration Number:	4534862	BOWFLEX BOOST
Registration Number:	4534919	BOWFLEX MAX TRAINER
Registration Number:	4552214	MODERN MOVEMENT
Registration Number:	4559635	BOWFLEX XCEED
Registration Number:	4667760	NAUTILUS
Registration Number:	4719566	MAX TRAINER
Registration Number:	4835831	RUNSOCIAL
Registration Number:	5103964	NAUTILUS
Registration Number:	5297028	B
Registration Number:	5347804	HVT
Registration Number:	2796083	OCTANE FITNESS
Registration Number:	2961333	SMARTSTRIDE
Registration Number:	3592728	XRIDE
Registration Number:	4052327	CROSS CIRCUIT
Registration Number:	4230098	LATERALX
Registration Number:	4577631	SMARTLINK
Registration Number:	4676523	ZERO RUNNER
Registration Number:	5841110	MAX INTELLIGENCE
Serial Number:	88486892	EXPLORE THE WORLD
Serial Number:	88425065	STRONGER EVERY DAY
Serial Number:	88425058	STRONGER EVERYDAY
Serial Number:	88520141	MAX TOTAL

Property Type	Number	Word Mark
Serial Number:	88582387	JRNY
Serial Number:	88655738	
Serial Number:	88655744	JRNY

CORRESPONDENCE DATA

Fax Number: 8046982196

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.

Phone: 804-775-1846

Email: jhowell2@mcguirewoods.com

Correspondent Name: Stephanie A. Martinez, McGuireWoods LLP

Address Line 1: Gateway Plaza, 800 East Canal Street

Address Line 4: Richmond, VIRGINIA 23219

NAME OF SUBMITTER: Stephanie A. Martinez

SIGNATURE: /Stephanie Martinez/

DATE SIGNED: 01/31/2020

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 31st day of January, 2020, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 31, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Nautilus, Inc., a Washington corporation (“Nautilus”), Octane Fitness, LLC, a Minnesota limited liability company (“Octane”), and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof (together with Nautilus and Octane, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and permitted assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of January 31, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

1. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its United States Trademarks, including the registrations and applications referred to on Schedule I;

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

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

2. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

3. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

4. **AUTHORIZATION TO SUPPLEMENT.** Without limiting Grantors' obligations under the Guaranty and Security Agreement, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. 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.

5. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

6. **RELEASE AND TERMINATION.** Upon any termination or release of the Trademark Collateral pursuant to Section 23 of the Guaranty and Security Agreement, Agent shall, at the request and expense of each Grantor, promptly execute and deliver to such Grantor all UCC termination statements,

releases of intellectual property filings, and similar documents and take such other actions as such Grantor may reasonably request in writing to evidence such termination or release of the Trademark Collateral.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

NAUTILUS, INC., a Washington corporation

By: 
Name: Wayne J. Dalio
Title: Executive

OCTANE FITNESS, LLC, a Minnesota limited liability company

By: 
Name: Wayne J. Dalio
Title: Executive

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name: _____
Its Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

NAUTILUS, INC., a Washington corporation

By: _____
Name: _____
Title: _____


OCTANE FITNESS, LLC, a Minnesota limited liability company

By: _____
Name: _____
Title: _____

AGENT:



ACCEPTED AND ACKNOWLEDGED BY:



WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association


By: 
Name: LYNN GOSSE
Its Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Mark	Application/ Registration No.	App/Reg Date
Nautilus, Inc.	NAUTILUS	991897	8/27/1974
Nautilus, Inc.	NAUTILUS	1084853	2/7/1978
Nautilus, Inc.	NAUTILUS	1172257	10/6/1981
Nautilus, Inc.	POWER-PAK	1331025	4/16/1985
Nautilus, Inc.	UNIVERSAL	1350575	7/23/1985
Nautilus, Inc.	NAUTILUS	1391673	4/29/1986
Nautilus, Inc.	BOWFLEX	1416128	11/4/1986
Nautilus, Inc.	GRAVITRON	1473346	1/19/1988
Nautilus, Inc.	POWER ROD	1523651	2/7/1989
Nautilus, Inc.	AIRDYNE	1601104	6/12/1990
Nautilus, Inc.	HYPERDRIVE	2219198	1/19/1999
Nautilus, Inc.	TREADCLIMBER	2762687	9/9/2003
Nautilus, Inc.	GET THE BODY YOU WANT IN HALF THE TIME	2884481	9/14/2004
Nautilus, Inc.	NAUTILUS	2970870	7/19/2005
Nautilus, Inc.		3008430	10/25/2005
Nautilus, Inc.	BOWFLEX XTREME	3089399	5/9/2006
Nautilus, Inc.	SELECTTECH	3099981	6/6/2006
Nautilus, Inc.	SYNCLINK	3105096	6/13/2006
Nautilus, Inc.	NAUTILUS	3122558	8/1/2006
Nautilus, Inc.	B	3127405	8/8/2006
Nautilus, Inc.	BOWFLEX REVOLUTION	3199718	1/16/2007
Nautilus, Inc.	BE STRONG.	3246040	5/29/2007
Nautilus, Inc.	BLAZE	3337049	11/13/2007
Nautilus, Inc.	BOWFLEX REVOLUTION	3381152	2/12/2008
Nautilus, Inc.		3415999	4/22/2008
Nautilus, Inc.	NAUTILUS ONE	3432235	5/20/2008
Nautilus, Inc.	FREEDOM ARMS	3486408	8/12/2008
Nautilus, Inc.	UNIVERSAL	3755126	3/2/2010

Nautilus, Inc.	U	3781649	4/27/2010
Nautilus, Inc.		3783324	5/4/2010
Nautilus, Inc.		4000363	7/26/2011
Nautilus, Inc.	COREBODY REFORMER	4190134	8/14/2012
Nautilus, Inc.	COREBODY REFORMER	4226523	10/16/2012
Nautilus, Inc.	BOWFLEX BOOST	4534863	5/20/2014
Nautilus, Inc.	B	4534862	5/20/2014
Nautilus, Inc.	BOWFLEX MAX TRAINER	4534919	5/20/2014
Nautilus, Inc.	MODERN MOVEMENT	4552214	6/17/2014
Nautilus, Inc.	BOWFLEX XCEED	4559635	7/1/2014
Nautilus, Inc.	NAUTILUS	4667760	1/6/2015
Nautilus, Inc.	MAX TRAINER	4719566	4/14/2015
Nautilus, Inc.	RUNSOCIAL	4835831	10/20/2015
Nautilus, Inc.	NAUTILUS	5103964	12/20/2016
Nautilus, Inc.	B	5297028	9/26/2017
Nautilus, Inc.	HVT	5347804	11/28/2017
Octane Fitness, LLC	OCTANE FITNESS	2796083	12/16/2003
Octane Fitness, LLC	SMARTSTRIDE	2961333	6/7/2005
Octane Fitness, LLC	XRIDE	3592728	3/17/2009
Octane Fitness, LLC	CROSS CIRCUIT	4052327	11/8/2011
Octane Fitness, LLC	LATERALX	4230098	10/23/2012
Octane Fitness, LLC	SMARTLINK	4577631	7/29/2014
Octane Fitness, LLC	ZERO RUNNER	4676523	1/20/2015
Nautilus, Inc.	MAX INTELLIGENCE	5841110	8/20/2019
Nautilus, Inc.	STRONGER EVERY DAY	88425065	05/10/2019
Nautilus, Inc.	STRONGER EVERYDAY	88425058	05/10/2019
Nautilus, Inc.	EXPLORE THE WORLD	88486892	06/24/2019
Nautilus, Inc.	MAX TOTAL	88520141	07/17/2019
Nautilus, Inc.	JRNY	88582387	08/16/2019

Nautilus, Inc.		88655738	10/15/2019
Nautilus, Inc.	JRNY	88655744	10/15/2019