UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

(Mark One)

[x] **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2015

OR

[ ] **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

FOR THE TRANSITION PERIOD FROM TO

Commission file number: 001-31321

NAUTILUS, INC.

(Exact name of Registrant as specified in its charter)

Washington	**94-3002667**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

17750 S.E. 6th Way
Vancouver, Washington 98683
(Address of principal executive offices, including zip code)
(360) 859-2900
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Common Stock, no par value	**New York Stock Exchange**

Securities registered pursuant to Section 12(g) of the Act: None.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes [ ] No [x]

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes [ ] No [x]

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes [x] No [ ]

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes [x] No [ ]

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [x]

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See definition of “large accelerated filer,” “accelerated filer” and “smaller reporting company” in Rule 12b-2 of the Exchange Act:

Large accelerated filer [ ] Accelerated filer [x] Non-accelerated filer [ ] Smaller reporting company [ ]
(do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes [ ] No [x]

The aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the last sales price ($21.51) as reported on the New York Stock Exchange as of the last business day of the registrant's most recently completed second fiscal quarter (June 30, 2015) was $663,336,780.

The number of shares outstanding of the registrant's common stock as of February 24, 2016 was 31,005,367 shares.

Documents Incorporated by Reference

The registrant has incorporated by reference into Part III of this Form 10-K portions of its Proxy Statement for its 2016 Annual Meeting of Shareholders.

NAUTILUS, INC.

2015 FORM 10-K ANNUAL REPORT

PART I

Forward-Looking Statements

This Annual Report on Form 10-K contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Words such as "plan," "expect," "aim," "believe," "project," "intend," "estimate," "will," "should," "could," and other terms of similar meaning typically identify forward-looking statements. The forward-looking statements in this report include, without limitation: our prospects, resources or capabilities; current or future financial trends; future operating results; future plans for introduction of new products; anticipated demand for our new and existing products; anticipated benefits of the acquisition of Octane Fitness; maintenance of appropriate inventory levels; growth in revenues and profits; leverage of operating expenses; future revenues from licenses of our intellectual property; results of increased media investment in the Direct segment; continued improvement in operating margins; expectations for increased research and development expenses; anticipated capital expenditures; fluctuations in net sales due to seasonality; and our ability to continue to fund our operating and capital needs for the following twelve-month period. Forward-looking statements also include any statements related to our expectations regarding future business and financial performance or conditions, anticipated sales growth across markets, distribution channels and product categories, expenses and gross margins, profits or losses, losses from discontinued operations, settlements of warranty obligations, the anticipated outcome of litigation to which we are a party, new product introductions, financing and working capital requirements and resources. These forward-looking statements, and others we make from time-to-time, are subject to a number of risks and uncertainties. Many factors could cause actual results to differ materially from those projected in forward-looking statements, including the risks described in Part I, Item 1A of this report and in other reports we file with the Securities and Exchange Commission. We do not undertake any duty to update forward-looking statements after the date they are made or conform them to actual results or to changes in circumstances or expectations.

Item 1. Business

OVERVIEW

Founded in 1986, Nautilus, Inc. and subsidiaries (collectively, "Nautilus" or the "Company") is a consumer fitness products company headquartered in Vancouver, Washington and incorporated in the State of Washington in January 1993. We are committed to providing innovative, quality solutions to help people achieve their fitness goals through a fit and healthy lifestyle. Our principal business activities include designing, developing, sourcing and marketing high-quality cardio and strength fitness products and related accessories for consumer use, primarily in the United States and Canada, but also in international markets outside North America. Our products are sold under some of the most-recognized brand names in the fitness industry: Nautilus®, Bowflex®, Octane Fitness®, Schwinn® and Universal®.

We market our products through two distinct distribution channels, Direct and Retail, which we consider to be separate business segments. Our *Direct* business offers products directly to consumers through television advertising, catalogs and the Internet. Our *Retail* business offers our products through a network of independent companies to reach consumers in both the home use as well as commercial use markets in the United States and internationally. We also derive a portion of our revenue from the licensing of our brands and intellectual property.

BUSINESS STRATEGY

We are focused on developing and marketing consumer fitness equipment and related products to help people enjoy healthier lives. Our products are targeted to meet the needs of a broad range of consumers, including fitness enthusiasts and individuals who are seeking the benefits of regular exercise. We have diversified our business by expanding our portfolio of high quality fitness equipment into multiple product lines utilizing our well-recognized brand names. We are focused on consumer markets and specialty and commercial distribution channels, and view the continual innovation of our product offerings as a key aspect of our business strategy. We regularly refresh our existing product lines with new technologies and finishes, and focus significant effort and resources on the development or acquisition of innovative new fitness products for introduction to the marketplace at periodic intervals.

Our strategies incorporate the individual characteristics of our Direct and Retail businesses. Our Direct business focuses on: (i) the development of, or acquisition of rights to, unique products; (ii) the application of creative, cost-effective ways to communicate the benefits of their use; and (iii) making various payment options available to our customers. We are particularly attentive to Direct business metrics that provide feedback regarding the effectiveness of our media marketing programs and attractiveness of third-party consumer financing programs.

In our Retail business, we strive to develop long-term relationships with key retailers of sports or fitness equipment. The primary objectives of our Retail business are (i) to offer a selection of products at key price-points; and (ii) to utilize the strength of our brands and long-standing customer relationships to secure more floor space with our Retail customers for our products, as well as support efforts to gain share in multi-user environments.

Our long-term strategy involves:
- creatively marketing our equipment, both directly to consumers and through our Retail customers, while leveraging our well-known brand names;
- enhancing our product lines by designing fitness equipment that meets or exceeds the high expectations of our customers;
- utilizing our strengths in product engineering to reduce product costs;
- continuing our investment in research and development activities aimed at acquiring or creating new technologies;
- increasing our international Retail sales and distribution; and
- maximizing available royalty revenues from the licensing of our brands and intellectual property.

RECENT DEVELOPMENTS

On December 31, 2015, we acquired all of the outstanding capital stock of OF Holdings, Inc., sole parent of Octane Fitness, LLC ("Octane" or "Octane Fitness"), for an aggregate base purchase price of $115.0 million, plus adjustments for working capital and cash on the closing date. The Company funded the acquisition through an $80.0 million term loan and cash on hand. Based in Brooklyn Park, Minnesota, Octane is a leader in zero-impact training with a line of fitness equipment focused on Retail specialty and commercial channels. The acquisition of Octane is expected to strengthen and diversify our brand portfolio, broaden our distribution and deepen our talent pool. Octane's business is anticipated to be highly complementary to our existing business from both product and channel perspectives and is expected to create numerous revenue synergies for us.

PRODUCTS

We market quality cardiovascular, strength and nutrition fitness products that cover a broad range of price points and features. Our products are designed for home use by individuals with varying exercise needs. From the person who works out occasionally to the serious athlete, we have products that will help them achieve their fitness objectives.

- **Nautilus**® is our corporate umbrella brand and is also used to differentiate certain specialized cardio, treadmills, ellipticals and bike products.
- Our **Bowflex**® brand represents a highly-regarded line of fitness equipment comprised of both cardio and strength products, including the Max Trainer® and TreadClimber® specialized cardio machines, PowerRod® and Revolution® home gyms and SelectTech® dumbbells.
- Our **Octane Fitness**® brand is known for its innovation around low-impact cardio products, including the perfection of the traditional elliptical machine, along with the creation of new categories of exercise, including the xRide® recumbent elliptical, the LateralX® elliptical, and the Zero Runner®.
- Our **Schwinn**® brand is known for its popular line of exercise bikes, including the Airdyne®, treadmills, and ellipticals.
- Our **Universal**® brand, one of the oldest and most recognized names in the fitness industry, currently offers a line of kettlebell weights and weight benches along with a recently launched cardio line.

We generally differentiate the product models offered in our Direct and Retail sales channels. Currently, our Max Trainer® and TreadClimber® product lines are offered for sale primarily through our Direct sales channel.

Approximately 82% of our revenue in 2015 was derived from sales of consumer cardio products. While we continue to be a leader in the consumer strength product category, we believe the much larger market for cardio products offers us greater opportunity for growth.

BUSINESS SEGMENTS AND GEOGRAPHIC INFORMATION

We conduct our business in two segments, Direct and Retail. For further information regarding our segments and geographic information, see Note 19, *Segment and Enterprise-Wide Information*, to our consolidated financial statements in Part II, Item 8 of this report.

SALES AND MARKETING

Direct

In our Direct business, we market and sell our products, principally Bowflex® cardio and strength products, directly to consumers. While we are, and plan to continue to be, a large direct marketer of strength products in the United States, our advertising emphasis has shifted toward cardio products, especially the Max Trainer® and TreadClimber®, as cardio products represent the largest component of the fitness equipment market and a majority of our business. Sales of cardio products represented 93% of our Direct channel revenues in 2015, compared to 91% in 2014 and 84% in 2013.

Our marketing efforts are based on an integrated combination of media and direct consumer contact. In addition to television advertising, which ranges in length from 30 seconds to as long as three minutes, we utilize Internet advertising, product websites, inquiry-response mailings, catalogs and inbound/outbound call centers. Marketing and media effectiveness is measured continuously based on sales inquiries generated, cost-per-lead, conversion rates, return on investment and other performance metrics and we strive to optimize the efficiency of our marketing and media expenditures based on this data. Almost all of our Direct customer orders are received either on our Internet websites or through company-owned and third-party call centers.

In order to facilitate consumer purchases, we partner with several third party credit providers. Credit approval rates are an important variable in the number of Direct products we sell in a given period. Combined consumer credit approvals by our primary and secondary U.S. third-party financing providers increased to 48% in 2015 from 41% in 2014 and 36% in 2013, which is primarily due to our marketing and media strategies, as well as growing sales of Max Trainer®, which since launch has driven higher credit demographic responders.

Retail

In our Retail business, we market and sell a comprehensive line of consumer fitness equipment under the Nautilus®, Octane Fitness®, Schwinn®, Universal® and Bowflex® brands. Our products are marketed through a network of retail companies, consisting of sporting goods stores, Internet retailers, large-format and warehouse stores, smaller specialty retailers, independent bike dealers, and multi-user environments.

We offer programs that provide price discounts to our Retail customers for ordering container-sized shipments or placing orders early enough in the season to allow for more efficient manufacturing by our Asian suppliers. These programs are designed to reduce our shipping and handling costs, with much of the savings being passed on to our customers. In addition, we often offer other types of sales incentives to our Retail customers, including volume discounts and various forms of rebates or allowances, which generally are intended to increase product exposure and availability for consumers, reduce transportation costs, and encourage marketing and promotion of our brands or specific products.

PRODUCT DESIGN AND INNOVATION

Innovation is a vital part of our business, and we continue to expand and diversify our product offerings by leveraging our research and development capabilities. We constantly search for new technologies and innovations that will help us grow our business, either through higher sales or increased production efficiencies. To accomplish this objective, we seek out ideas and concepts both within our company and from outside inventors.

We rely on financial and engineering models to assist us in assessing the potential operational and economic impacts of adopting new technologies and innovations. If we determine that a third-party technology or innovation concept meets certain technical and financial criteria, we may enter into a licensing arrangement to utilize the technology or, in certain circumstances, purchase the technology for our own use. Our product design and engineering teams also invest considerable effort to improve product design and quality. As a consumer-driven company, we invest from time-to-time in qualitative and quantitative consumer research to help us assess new product concepts, optimal features and anticipated consumer adoption.

Our research and development expenses were $9.9 million, $7.2 million and $5.6 million in 2015, 2014 and 2013, respectively, as we increased our investment in new product development resources and capabilities, including the 2015 openings of our innovation center and retail store at our corporate headquarters. We expect our research and development expenses to increase in 2016 as we continue to supplement our investment in new product development and engineering capabilities.

SEASONALITY

We expect our sales from fitness equipment products to vary seasonally. Sales are typically strongest in the first and fourth quarters, followed by the third quarter, and are generally weakest in the second quarter. We believe that, during the spring and summer months, consumers tend to be involved in outdoor activities, including outdoor exercise, which impacts sales of indoor fitness equipment. This seasonality can have a significant effect on our inventory levels, working capital needs and resource utilization.

MERCHANDISE SOURCING

All of our products are produced by third-party manufacturers, and, in 2015, all of our manufacturing partners were primarily located in Asia. Although multiple factories bid on and are able to produce most of our products, we typically select one factory to produce any given product. Lead times for inventory purchases from our Asian suppliers, from order placement to receipt of goods, generally range from approximately two to three months, of which transit time represents three-to-four weeks. The length of our lead times requires us to place advance manufacturing orders based on management forecasts of future demand for our products. We attempt to compensate for our long replenishment lead times by maintaining adequate levels of inventory at our warehousing facilities.

We monitor our suppliers' ability to meet our product needs and we participate in quality assurance activities to reinforce adherence to our quality standards. Our third-party manufacturing contracts are generally of annual or shorter duration, or manufactured products are sourced on the basis of individual purchase orders. Our manufacturing relationships are non-exclusive, and we are permitted to procure our products from other sources at our discretion. None of our manufacturing contracts include production volume or purchase commitments on the part of either party. Our third-party manufacturers are responsible for the sourcing of raw materials and producing parts and finished products to our specifications.

LOGISTICS

Our warehousing and distribution facilities are located in Oregon and Ohio. In addition to Company-operated distribution centers, we utilize third-party warehouses and logistics providers to fulfill orders. In our Direct business, we strive to maintain inventory levels that will allow us to ship our products shortly after receiving a customer's order. We use common carriers for substantially all of our merchandise shipments to Direct customers.

In our Retail business, we manage our inventory levels to accommodate anticipated seasonal changes in demand. Generally, we maintain higher inventory levels at the end of the third and fourth quarters to satisfy relatively higher consumer demand in the fourth and first quarters of each year. Many of our Retail customers place orders well in advance of peak periods of consumer demand to ensure an adequate supply for the anticipated selling season.

In 2015 approximately 51% of our Retail customers' orders were shipped by our contract manufacturers in Asia directly to our Retail customer locations, typically in container loads. The use of such direct shipments allows us to maintain lower levels of inventory in our warehouses, resulting in lower storage, handling, freight, insurance and other costs. We use various commercial truck lines for our merchandise shipments to Retail customers.

COMPETITION

The markets for all of our products are highly competitive. We believe the principal competitive factors affecting our business are quality, brand recognition, innovation and pricing. We believe we are well positioned to compete in markets in which we can take advantage of our strong brand names, and that our focus on innovative product design, quality, and performance distinguishes our products from the competition.

Our products compete directly with those offered by a large number of companies that market consumer fitness equipment and fitness programs. As the use of Internet websites for product sales by traditional retailers has increased, our competitors have become increasingly similar across our Direct and Retail sales channels.

Our principal competitors include: Fitness Quest, ICON Health & Fitness, Johnson Health Tech, Beach Body, American Telecast, Life Fitness, and Precor. We also compete with marketers of computer-based physical activity products, such as the Nintendo Wii® and Microsoft Xbox® Kinect®, and weight management companies, such as Weight Watchers, each of which offers alternative solutions for a fit and healthy lifestyle.

EMPLOYEES

As of February 24, 2016, we had approximately 470 employees, substantially all of whom were full-time. None of our employees are subject to collective bargaining agreements. We have not experienced a material interruption of our operations due to labor disputes.

INTELLECTUAL PROPERTY

Trademarks, patents and other forms of intellectual property are vital to the success of our business and are an essential factor in maintaining our competitive position in the health and fitness industry.

Trademarks

We own many trademarks including Nautilus®, Bowflex®, Max Trainer®, TreadClimber®, Power Rod®, Bowflex Revolution®, SelectTech®, Octane Fitness®, LateralX®, xRide®, Zero Runner®, Airdyne®, and Universal®. Nautilus is the exclusive licensee under the Schwinn® mark for indoor fitness products. We believe that having distinctive trademarks that are readily identifiable by consumers is an important factor in creating a market for our products, maintaining a strong company identity and developing brand loyalty among our customers. In addition, we have granted licenses to certain third-parties to use the Nautilus, Schwinn and TreadClimber trademarks on commercial fitness products, for which we receive royalty income and expanded consumer awareness of our brands.

Each federally registered trademark is renewable indefinitely if the trademark is still in use at the time of renewal.

Patents and Designs

Building our intellectual property portfolio is an important factor in maintaining our competitive position in the health and fitness equipment industry. We have followed a policy of filing applications for U.S. and non-U.S. patents on utility and design inventions that we deem valuable to our business.

We own or license patents and design registrations covering a variety of technologies, some of which are utilized in our selectorized dumbbells, treadmills, exercise bikes, and elliptical machines. Patent and design protection for these technologies, which are utilized in products sold in both the Direct and Retail segments, extends as far as 2028.

We maintain a portfolio of patents related to our TreadClimber® specialized cardio machines, which are sold primarily in our Direct segment. The portfolio includes approximately 25 issued U.S. patents covering various product features and other technologies associated with our TreadClimber® products and 1 issued U.S. patent and additional pending patents covering various product features of our Max Trainer® products. Nautilus is also the licensee of patents that cover the Bowflex Revolution® home gyms.

A patent covering certain aspects of our TreadClimber® products expired in 2013. Additional individual U.S. patents covering elements of our TreadClimber® products have expiration dates ranging from 2021 to 2027. Expiration or invalidity of patents within our TreadClimber® portfolio could trigger the introduction of similar products by our competitors. Although we view each of the patents within our portfolio as valuable, we do not view any single patent as critical to our success or ability to differentiate our TreadClimber® products from similar products that may be introduced by competitors in the future. We regularly monitor commercial activity in our industry to guard against potential infringement. We protect our proprietary rights and take prompt, reasonable actions to prevent counterfeit products and other infringement on our intellectual property.

BACKLOG

We define our customer order backlog to include firm orders for future shipment to our Retail customers, whether or not subject to cancellation, as well as unfulfilled consumer orders within the Direct segment.

Backlog as of a given date fluctuates based on specific timing of product shipment within the typical shipment timeframes for each of our segments. Retail orders comprise the larger portion of our order backlog, while Direct orders comprise a smaller portion of our backlog due to shorter fulfillment timeframes.

Our customer order backlog as of December 31, 2015 and 2014 was approximately $5.0 million and $21.1 million, respectively. The decrease in the overall backlog as of December 31, 2015 compared to 2014 resulted from delays in 2014 in the receipt of merchandise due to the west coast port slow down and lower inventory position.

SIGNIFICANT CUSTOMERS

In 2015, 2014 and 2013, Amazon.com accounted for 11.1%, 11.3% and 11.2%, respectively, of our net sales.

ENVIRONMENTAL AND OTHER REGULATORY MATTERS

Our operations are subject to various laws and regulations both domestically and abroad. In the United States, federal, state and local regulations impose standards on our workplace and our relationship with the environment. For example, the U.S. Environmental Protection Agency, Occupational Safety and Health Administration and other federal agencies have the authority to promulgate regulations that may impact our operations. In particular, we are subject to legislation placing restrictions on our generation, emission, treatment, storage and disposal of materials, substances and wastes. Such legislation includes: the Toxic Substances Control Act; the Resource Conservation and Recovery Act; the Clean Air Act; the Clean Water Act; the Safe Drinking Water Act; and the Comprehensive Environmental Response and the Compensation and Liability Act (also known as Superfund). We are also subject to the requirements of the Consumer Product Safety Commission and the Federal Trade Commission, in addition to regulations concerning employee health and safety matters.

Our operations and certain disposed components of our former Commercial business expose us to claims related to environmental matters. Although compliance with federal, state, local and international environmental legislation has not had a material adverse effect on our financial condition or results of operations in the past, there can be no assurance that material costs or liabilities will not be incurred in connection with such environmental matters in the future.

AVAILABLE INFORMATION

Our common stock is listed on the New York Stock Exchange and trades under the symbol “NLS.” Our principal executive offices are located at 17750 SE 6th Way, Vancouver, Washington 98683, and our telephone number is (360) 859-2900. The Internet address of our corporate website is http://www.nautilusinc.com.

We file annual reports, quarterly reports, current reports, proxy statements and other information with the Securities and Exchange Commission (the “SEC”) under the Securities Exchange Act of 1934, as amended. You can inspect and obtain a copy of our reports, proxy statements and other information filed with the SEC at the offices of the SEC's Public Reference Room at 100 F Street N.E., Washington, D.C. 20549, on official business days during the hours of 10 a.m. to 3 p.m. EST. Please call the SEC at 1-800-SEC-0330 for further information on the Public Reference Room. The SEC maintains an Internet website at http://www.sec.gov where you can access copies of most of our SEC filings.

We make our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports, and other information as filed with the SEC, available free of charge on our corporate website. In addition, our Code of Business Conduct and Ethics, corporate governance policies, and the charters of our Audit Committee, Compensation Committee and Nominating and Corporate Governance Committee are available on our corporate website. The information presented on our corporate website is not part of this report.

Item 1A. Risk Factors

Nautilus operates in an environment that involves a number of risks and uncertainties. The risks and uncertainties described in this Annual Report on Form 10-K are not the only risks and uncertainties that we face. Additional risks and uncertainties that presently are not considered material or are not known to us, and therefore are not mentioned herein, may impair our business operations. If any of the risks described in this Annual Report on Form 10-K actually occur, our business, operating results and financial position could be adversely affected.

Our revenues and profitability can fluctuate from period to period and are often difficult to predict due to factors beyond our control.

Our results of operations in any particular period may not be indicative of results to be expected in future periods, and have historically been, and are expected to continue to be, subject to periodic fluctuations arising from a number of factors, including:

- Introduction and market acceptance of new products and sales trends affecting specific existing products;
- Variations in product selling prices and costs and the mix of products sold;
- Size and timing of Retail customer orders, which, in turn, often depend upon the success of our customers' businesses or specific products;
- Changes in the market conditions for consumer fitness equipment;
- Changes in macroeconomic factors;
- Availability of consumer credit;
- Timing and availability of products coming from our offshore contract manufacturing suppliers;

- Seasonality of markets, which vary from quarter-to-quarter and are influenced by outside factors such as overall consumer confidence and the availability and cost of television advertising time;
- Effectiveness of our media and advertising programs;
- Customer consolidation in our Retail segment, or the bankruptcy of any of our larger Retail customers;
- Restructuring charges;
- Goodwill and other intangible asset impairment charges; and
- Legal and contract settlement charges.

These trends and factors could adversely affect our business, operating results, financial position and cash flows in any particular period.

Intense competition or loss of one or more of our large Retail customers could negatively impact our sales and operating results.

Our products are sold in highly competitive markets with limited barriers to entry. As a result, introduction by competitors of lower-priced or more innovative products could result in a significant decline in our revenues and have a material adverse effect on our operating results, financial position and cash flows.

Additionally, we derive a significant portion of our revenue from a small number of Retail customers. A loss of business from one or more of these large customers, if not replaced with new business, could negatively affect our operating results and cash flow.

A decline in sales of TreadClimber® and/or Max Trainer® products without a corresponding increase in sales of other products would negatively affect our future revenues and operating results.

Sales of cardio products, especially TreadClimber® and Max Trainer® products, represent a substantial portion of our Direct segment revenues. Introduction by competitors of comparable products at lower price-points, a maturing product lifecycle or other factors could result in a decline in our revenues derived from these products. A significant decline in our sales of these products would have a material adverse effect on our operating results, financial position and cash flows.

Portions of our operating expenses and costs of goods sold are relatively fixed, and we may have limited ability to reduce expenses sufficiently in response to any revenue shortfalls.

Many of our operating expenses are relatively fixed. We may not be able to adjust our operating expenses or other costs sufficiently to adequately respond to any revenue shortfalls. If we are unable to reduce operating expenses or other costs quickly in response to any declines in revenue, it would negatively impact our operating results, financial condition and cash flows.

If we are unable to anticipate consumer preferences or to effectively develop, market and sell future products, our future revenues and operating results could be adversely affected.

Our future success depends on our ability to effectively develop, market and sell new products that respond to new and evolving consumer preferences. Accordingly, our revenues and operating results may be adversely affected if we are unable to develop or acquire rights to new products that satisfy consumer preferences. In addition, any new products that we market may not generate sufficient revenues to recoup their acquisition, development, production, marketing, selling and other costs.

Decline in consumer spending would likely negatively affect our product revenues and earnings.

Success of each of our products depends substantially on the amount of discretionary funds available to our customers. Global credit and financial markets have experienced extreme disruptions in the recent past, including severely diminished liquidity and credit availability, declines in consumer confidence, declines in economic growth, increases in unemployment rates and uncertainty about economic stability. There can be no assurance that similar disruptions will not occur in the future. Deterioration in general economic conditions may depress consumer spending, especially spending for discretionary consumer products such as ours. Poor economic conditions could in turn lead to substantial decreases in our net sales or have a material adverse effect on our operating results, financial position and cash flows.

Our business is affected by seasonality which results in fluctuations in our operating results.

We experience fluctuations in aggregate sales volume during the year. Sales are typically strongest in the first and fourth quarters, followed by the third quarter, and are generally weakest in the second quarter. However, the mix of product sales may vary considerably from time to time as a result of changes in seasonal and geographic demand for particular types of fitness equipment. In addition, our customers may cancel orders, change delivery schedules or change the mix of products ordered with minimal notice. As a result, we may not be able to accurately predict our quarterly sales. Accordingly, our results of operations are likely to fluctuate significantly from period to period.

Government regulatory actions could disrupt our marketing efforts and product sales.

Various international and U.S. federal, state and local governmental authorities, including the Federal Trade Commission, the Consumer Product Safety Commission, the Securities and Exchange Commission and the Consumer Financial Protection Bureau, regulate our product and marketing efforts. Our sales and profitability could be significantly harmed if any of these authorities commence a regulatory enforcement action that interrupts our marketing efforts, results in a product recall or negative publicity, or requires changes in product design.

Substantially higher advertising rates or a significant decline in availability of media time may hinder our ability to effectively market our products and may reduce profitability.

We depend on television advertising to market certain products sold directly to consumers. Consequently, a marked increase in the price we must pay for our preferred media time and/or a reduction in its availability may adversely impact our financial performance.

We may be unable to adapt to significant changes in media consumption habits, which could diminish the effectiveness or efficiency of our advertising.

New television technologies and services, such as video-on-demand, digital video recorders and Internet streaming services are changing traditional patterns of television viewing. Additionally, consumer attention is increasingly fragmented across a variety of games, apps, the Internet and other digital media. If we are unable to successfully adapt our media strategies to new television viewing and media consumption habits, the effectiveness and efficiency of our media placements could be adversely affected, and our operating results may be harmed.

Our revenues could decline due to changes in credit markets and decisions made by credit providers.

Historically, a significant portion of our Direct sales have been financed for our customers under various programs offered by third-party consumer credit financing sources. Reductions in consumer lending and the availability of consumer credit could limit the number of customers with the financial means to purchase our products. Higher interest rates could increase monthly payments for consumer products financed through one of our financing partners or through other sources of consumer financing. In the past, we have partnered with financial service companies to assist our customers in obtaining financing to purchase our products. Our present agreements with our third party consumer credit financing providers enable certain customers to obtain financing if they qualify for the provider's private label revolving credit card. We cannot be assured that our third party financing providers will continue to provide consumers with access to credit or that credit limits under such arrangements will not be reduced. Such restrictions or reductions in the availability of consumer credit could have a material adverse impact on our results of operations, financial position and cash flows.

We may encounter difficulties in integrating acquired businesses and anticipated benefits of acquisitions may not be realized.

On December 31, 2015, we acquired all of the outstanding capital stock of OF Holdings, Inc., sole parent of Octane. The ultimate success of our acquisition of Octane, and any future acquisitions we may complete, depends, in part, on our ability to realize the anticipated synergies, channel and product diversification and growth opportunities from integrating newly-acquired businesses or assets into our existing businesses. However, the acquisition and successful integration of independent businesses or assets is a complex, costly and time-consuming process, and the benefits we realize may not meet targeted expectations. The risk and difficulties associated with acquiring and integrating companies and other assets include, among others:

- consolidating research and development, logistics, product sourcing, human resources, information technology and other aspects of the combined operations, where appropriate;
- integrating newly-acquired businesses and product lines into a uniform financial reporting system;
- coordinating sales, distribution and marketing functions and strategies across new and existing channels of trade;
- establishing or expanding manufacturing, research and development, sales, distribution and marketing functions in order to accommodate newly-acquired businesses or product lines or rationalizing these functions to take advantage of synergies;

- preserving the important licensing, research and development, manufacturing and supply, distribution, marketing, customer and other relationships of acquired businesses;
- minimizing the diversion of management’s attention from ongoing business concerns;
- the potential loss of key employees of the acquired business;
- coordinating geographically separate operations; and
- regulatory and legal issues relating to the integration of legacy and newly-acquired businesses.

The purchase consideration and other costs and expenses of acquisitions could negatively impact our net income and earnings per share and a failure to realize the anticipated benefits of acquisitions would have a material adverse effect on our business, results of operations or financial condition.

If our contract manufacturers experience any delay, disruption or quality control problems in their operations, we could lose revenues, and our reputation and market share may be harmed.

We have outsourced the production of all of our products to third-party manufacturers. We rely on our contract manufacturers to procure components and provide spare parts in support of our warranty and customer service obligations. We generally commit the manufacturing of each product to a single contract manufacturer.

Our reliance on contract manufacturers exposes us to the following risks over which we may have limited control:

- Unexpected increases in manufacturing and repair costs;
- Interruptions in shipments if our contract manufacturer is unable to complete production;
- Inability to completely control the quality of finished products;
- Inability to completely control delivery schedules;
- Changes in our contract manufacturer's business models or operations;
- Potential increases in our negotiated product costs as a result of fluctuations in currency exchange rates;
- Impact of the global market and economic conditions on the financial stability of our contract manufacturers and their ability to operate without requesting earlier payment terms or letters of credit;
- Potential lack of adequate capacity to manufacture all or a part of the products we require; and
- Potential unauthorized reproduction or counterfeiting of our products.

Substantially all of our contract manufacturers are located in Asia, primarily China and Taiwan, and may be subject to disruption by natural disasters, as well as political, social or economic instability. The temporary or permanent loss of the services of any of our primary contract manufacturers could cause a significant disruption in our product supply chain and operations and delays in product shipments.

Our third-party manufacturing contracts are generally of annual or shorter duration, or manufactured products are sourced on the basis of individual purchase orders. There is no assurance that we will be able to maintain our current relationships with these parties or, if necessary, establish future arrangements with other third-party manufacturers on commercially reasonable terms. Further, while we maintain an active quality control, factory inspection and qualification program, we cannot assure that their manufacturing and quality control processes will be maintained at a level sufficient to meet our inventory needs or prevent the inadvertent sale of substandard products. While we believe that products manufactured by our current third-party manufacturers could generally be procured from alternative sources, temporary or permanent loss of services from a significant manufacturer could cause disruption in our supply chain and operations.

Our inventory purchases are subject to long lead times, which could negatively impact our sales, cash flows and liquidity.

All of our products are produced by third-party manufacturers, substantially all of which are located in Asia, primarily China and Taiwan. Lead times for inventory purchases from our Asian suppliers, from order placement to receipt of goods, generally range from approximately two to three months, of which transit time represents three-to-four weeks. The length of our lead times requires us to place advance manufacturing orders based on management forecasts of future demand for our products. Due to the length of our lead times, our sales and cash flows may be negatively impacted if we do not have sufficient inventory on hand to meet customer demand for such items. In addition, our liquidity and cash flows may be negatively affected, and inventory obsolescence may increase, if the quantity of products we order exceeds customer demand for such items.

A delay in getting non-U.S.-sourced products through port operations and customs in a timely manner could result in reduced sales, canceled sales orders and unanticipated inventory accumulation.

Most of our imported products are subject to duties or tariffs that affect the cost and quantity of various types of goods imported into the U.S. or our other markets. The countries in which our products are produced or sold may adjust or impose new quotas, duties, tariffs or other restrictions. Further, our business depends on our ability to source and distribute products in a timely manner. As a result, we rely on the free flow of goods through open and operational ports worldwide. Labor disputes at various ports create significant risks for our business, particularly if these disputes result in work slowdowns, lockouts, strikes or other disruptions during our peak importing seasons. Any of these factors could result in reduced sales, canceled sales orders and unanticipated inventory accumulation and have a material adverse effect on our operating results, financial position and cash flows.

Unpredictable events and circumstances relating to our international operations, including our use of non-U.S. manufacturers, could have a material adverse effect on our business.

Substantially all of our products are manufactured outside of the U.S. and a portion of our revenue is derived from sales outside the U.S., primarily in Canada, but also in markets outside North America. Accordingly, our future results could be materially adversely affected by a variety of factors pertaining to international trade, including: changes in a specific country's or region's political or economic conditions; trade restrictions; import and export licensing requirements; changes in regulatory requirements; additional efforts to comply with a variety of foreign laws and regulations; and longer payment cycles in certain countries, thus requiring us to finance customer purchases over a longer period than those made in the U.S. In addition, we rely on the performance of our employees located in foreign countries. Our ability to control the actions of these employees may be limited by the laws and regulations in effect in each country. Changes in any of the above factors could have a material adverse effect on our operating results, financial position and cash flows.

Currency exchange rate fluctuations could result in higher costs, reduced margins or decreased international sales.

Substantially all of our products are manufactured outside of the U.S. and, therefore, currency exchange rate fluctuations could result in higher costs for our products, or could disrupt the business of independent manufacturers that produce our products, by making their purchases of raw materials more expensive and more difficult to finance. Our future financial results could be significantly affected by the value of the U.S. dollar in relation to the foreign currencies in which we, our customers or our suppliers conduct business. Past fluctuations in currency exchange rates versus the U.S. dollar have caused our costs for certain products to increase, reducing our margins and cash flows. Similar fluctuations and cost increases may occur in the future. If we are unable to increase our selling prices to offset such cost increases, or if such increases have a negative impact on sales of our products, our revenues and margins would be reduced and our operating results and cash flows would be negatively impacted. In addition, a portion of our revenue is derived from sales outside the U.S., primarily in Canada and Europe. Currency rate fluctuations could make our products more expensive for foreign consumers and reduce our sales, which would negatively affect our operating results and cash flows.

We may face competition from providers of comparable products in categories where our patent protection is limited or reduced due to patent expiration. Increased competition in those product categories could negatively affect our future revenues and operating results.

While we own a number of patents covering aspects of our TreadClimber® products, the introduction of comparable products designed to compete with our TreadClimber® line of specialized cardio machines may increase in the future as a result of certain patent expirations. Sales of cardio products, including TreadClimber® and Max Trainer® products, represent a substantial portion of our Direct segment revenues. Introduction by competitors of comparable products, a maturing product lifecycle or other factors could result in a decline in our revenues derived from these products. A significant decline in our sales of these products, without offsetting sales gains, would have a material adverse effect on our operating results, financial position and cash flows.

Failure or inability to protect our intellectual property could significantly harm our competitive position.

Protecting our intellectual property is an essential factor in maintaining our competitive position in the health and fitness industry. Failure to maximize or to successfully assert our intellectual property rights could impact our competitiveness. We rely on trademark, trade secret, patent and copyright laws to protect our intellectual property rights. Many factors bear upon the exclusive ownership and right to exploit intellectual properties, including, without limitation, prior rights of third parties and nonuse and/or nonenforcement by us and/or related entities. While we make efforts to develop and protect our intellectual property, the validity, enforceability and commercial value of our intellectual property rights may be reduced or eliminated. We cannot be sure that our intellectual property rights will be maximized or that they can be successfully asserted. There is a risk that we will not be able to obtain and perfect our own or, where appropriate, license intellectual property rights necessary to compete successfully within the marketplace for our products. We cannot be sure that these rights, if obtained, will not be invalidated, circumvented or challenged in the future. If we do not, or are unable to, adequately protect our intellectual property, then we may face difficulty in differentiating our products from those of our competitors and our business, operating results and financial condition may be adversely affected.

Trademark infringement or other intellectual property claims relating to our products could increase our costs.

Our industry is susceptible to litigation regarding trademark and patent infringement and other intellectual property rights. We could become a plaintiff or defendant in litigation involving trademark or patent infringement claims or claims of breach of license. The prosecution or defense of intellectual property litigation is both costly and disruptive of the time and resources of our management, regardless of the claim's merit. We could also be required to pay substantial damages or settlement costs to resolve intellectual property litigation or related matters.

We also may not be able to successfully acquire intellectual property rights, protect existing rights, or potentially prevent others from claiming that we have violated their proprietary rights. We could incur substantial costs in defending against such claims even if they are without basis, and we could become subject to judgments or settlements requiring us to pay substantial damages, royalties or other charges.

Future impairments of intangible assets could negatively impact our operating results.

We had goodwill of $60.5 million and other intangible assets of $73.4 million as of December 31, 2015. Any future impairment charges, if significant, could materially and adversely affect our operating results. An unexpected decline in revenue, changes in market conditions, changes in competitive products or technologies or a change in management's intentions regarding utilization of intangible assets could lead to future impairment charges.

We are subject to periodic litigation, product liability risk and other regulatory proceedings which could result in unexpected expense of time and resources.

From time to time, we may be a defendant in lawsuits and regulatory actions relating to our business or the former operations of our discontinued Commercial business segment. Due to the inherent uncertainties of litigation and regulatory proceedings, we cannot accurately predict the ultimate outcome of any such proceedings. An unfavorable outcome could have a material adverse impact on our business, financial condition and results of operations. In addition, any significant litigation in the future, regardless of its merits, could divert management's attention from our operations and may result in substantial legal costs.

We are subject to warranty claims for our products which could result in unexpected expense.

Many of our products carry warranties for defects in quality and workmanship. We may experience significant expense as the result of product quality issues, product recalls or product liability claims which may have a material adverse effect on our business. We maintain a warranty reserve for estimated future warranty claims. However, the actual costs of servicing future warranty claims may exceed the reserve and have a material adverse effect on our results of operations, financial condition and cash flows.

Disruption to our information and communication systems could result in interruptions to our business and potential implementation of new systems for critical business functions may heighten the risk of disruption.

Our business is reliant on information and communication technology, and a substantial portion of our revenues are generated with the support of information and communication systems. The success of our Direct business is heavily dependent on our ability to respond to customer sales inquiries and process sales transactions using our call center communication systems, Internet websites and similar data monitoring and communication systems provided and supported by third-parties. If such systems were to fail, or experience significant or lengthy interruptions in availability or service, our revenues could be materially affected. We also rely on information systems in all stages of our product cycle, from design to distribution, and we use such systems as a method of communication between employees, suppliers and customers. In addition, we use information systems to maintain our accounting records, assist in trade receivables collection and customer service efforts, and forecast operating results and cash flows.

System failures or service interruptions may occur as the result of a number of factors, including: computer viruses; hacking or other unlawful activities by third parties; disasters; equipment, hardware or software failures; ineffective design or implementation of new systems or systems upgrades; cable outages, extended power failures, or our inability or failure to properly protect, repair or maintain our communication and information systems. To mitigate the risk of business interruption, we have in place a disaster recovery program that targets our most critical operational systems. If our disaster recovery system is ineffective, in whole or in part, or efforts conducted by us or third-parties to prevent or respond to system interruptions in a timely manner are ineffective, our ability to conduct operations would be significantly affected. If we do not consider the potential impact of critical decisions related to systems or process design and implementation, this could lead to operational challenges and increased costs. Any of the aforementioned factors could have a material adverse effect on our operating results, financial position and cash flows.

System security risks, data protection breaches and cyber attacks could disrupt our operations.

We manage and store various proprietary information and sensitive or confidential data relating to our business, including sensitive and personally identifiable information. Breaches of our security measures or the accidental loss, inadvertent disclosure or unapproved dissemination of proprietary information or sensitive or confidential data about us, or our customers, including the potential loss or disclosure of such information or data as a result of fraud, trickery or other forms of deception, could expose us, our customers or the individuals affected to a risk of loss or misuse of this information, result in litigation and potential liability for us, damage our brand and reputation or otherwise harm our business. In addition, the cost and operational consequences of implementing further data protection measures could be significant.

Experienced computer programmers and hackers may be able to penetrate our network security and misappropriate or compromise our confidential information or that of third parties, create system disruptions or cause shutdowns. Computer programmers and hackers also may be able to develop and deploy viruses, worms and other malicious software programs that attack or otherwise exploit any security vulnerabilities of our systems. In addition, sophisticated hardware and operating system software and applications that we procure from third parties may contain defects in design or manufacture, including "bugs" and other problems that could unexpectedly interfere with the operation of the system. The costs to us to eliminate or alleviate cyber or other security problems, bugs, viruses, worms, malicious software programs and security vulnerabilities could be significant, and our efforts to address these problems may not be successful and could result in interruptions, delays, cessation of service and loss of existing or potential customers that may impede our sales, manufacturing, distribution or other critical functions.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

Following is a summary of each of our properties as of December 31, 2015:

Company	Location	Primary Function(s)	Owned or Leased
Nautilus	Washington	Corporate headquarters, customer call center, retail store and R&D facility	Leased
Octane	Minnesota	Design, sales, service and R&D facility	Leased
Nautilus	Ohio	Warehouse and distribution facility	Leased
Nautilus	Oregon	Warehouse and distribution facility	Leased
Nautilus	China	Quality assurance office	Leased
Octane	Netherlands	Sales and service office	Leased
Octane	United Kingdom	Sales office	Leased

The Nautilus properties are used by both our Direct and Retail segments, and the Octane properties are primarily used for our Retail segment. The properties generally are well-maintained, adequate and suitable for their intended purposes, and we believe our existing properties will meet our operational needs for the foreseeable future. If we require additional warehouse or office space in the future, we believe we will be able to obtain such space on commercially reasonable terms.

Item 3. Legal Proceedings

Patent Infringement Case

In 2004, we were sued in the Southern District of New York by BioSig Instruments, Inc. for alleged patent infringement in connection with our incorporation of heart rate monitors into certain cardio products. No significant activity in the litigation occurred until 2008. In 2012, the United States District Court granted summary judgment to us on grounds that BioSig’s patents

were invalid as a matter of law. BioSig appealed the grant of summary judgment and, in April 2013, the United States Court of Appeals for the Federal Circuit reversed the District Court’s decision on summary judgment and remanded the case to the District Court for further proceedings. On January 10, 2014, the U. S. Supreme Court granted our petition for a writ of certiorari to address the legal standard applied by the Federal Circuit in determining whether the patents may be valid under applicable law. The case was argued before the Supreme Court on April 28, 2014. By decision dated June 2, 2014, the Supreme Court unanimously reversed the Federal Circuit, holding that its standard of when a patent may be “indefinite” was incorrect and remanding to the Federal Circuit for reconsideration under the correct standard. The remand hearing in the Federal Circuit was held on October 29, 2014.

By decision dated April 27, 2015, the same panel of the Federal Circuit affirmed its earlier reversal of the District Court's decision on summary judgment. On May 27, 2015, we filed a petition for a rehearing en banc in the Federal Circuit, which was denied on August 4, 2015 and a Petition for Review by the U. S. Supreme Court which was also denied. The case will be returned to the District Court for further proceedings. We do not believe that our use of heart rate monitors utilized or purchased from third parties, and otherwise, infringes the BioSig patents.

Licensor Dispute

In August 2014, we initiated an arbitration proceeding to resolve a dispute with the licensor under a 1999 license agreement pursuant to which we had licensed certain rights relating to our TreadClimber® products. We asserted that our obligation to pay royalties under the license agreement ceased in the fourth quarter of 2013 and sought a declaratory ruling in the arbitration that there is no continuing royalty obligation and that we had performed all of our obligations under the license agreement. The licensor disputed this and asserted various intellectual property and contract claims. The matter proceeded to mediation by agreement of the parties and was settled in December 2015. Under the settlement agreement, we agreed to pay certain cash amounts and sales-based royalties over a period of multiple years. In connection with this settlement, in the fourth quarter of 2015, we recorded a charge of $2.5 million as a component of cost of sales. Future royalty payments under the settlement agreement are not expected to have a material impact on our financial position, results of operations or cash flows.

In addition to the matters described above, from time to time we are subject to litigation, claims and assessments that arise in the ordinary course of business, including disputes that may arise from intellectual property related matters. Management believes that any liability resulting from such additional matters will not have a material adverse effect on our financial position, results of operations or cash flows.

Item 4. Mine Safety Disclosures

Not applicable.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Market for our Common Stock

Our common stock is listed on the New York Stock Exchange (the “NYSE”) and trades under the symbol “NLS.” As of February 24, 2016, there were 48 holders of record of our common stock and approximately 7,500 beneficial shareholders. The following table sets forth the high and low sales prices of our common stock for each period presented:

	High	Low
2015		
Quarter 1	$ 15.97	$ 14.13
Quarter 2	$ 22.81	$ 15.42
Quarter 3	$ 22.63	$ 14.15
Quarter 4	$ 19.68	$ 14.57
2014		
Quarter 1	$ 9.66	$ 7.71
Quarter 2	$ 11.99	$ 7.94
Quarter 3	$ 13.31	$ 9.75
Quarter 4	$ 15.48	$ 10.72

We did not pay any dividends on our common stock in 2015 or 2014, and we currently have no plans to pay dividends on our common stock in future periods. Payment of any future dividends, in accordance with our borrowing arrangements, is at the discretion of our Board of Directors, which considers various factors such as our financial condition, operating results, current and anticipated cash needs and future expansion plans.

Equity Compensation Plans

See Part III, Item 12 for equity compensation plan information.

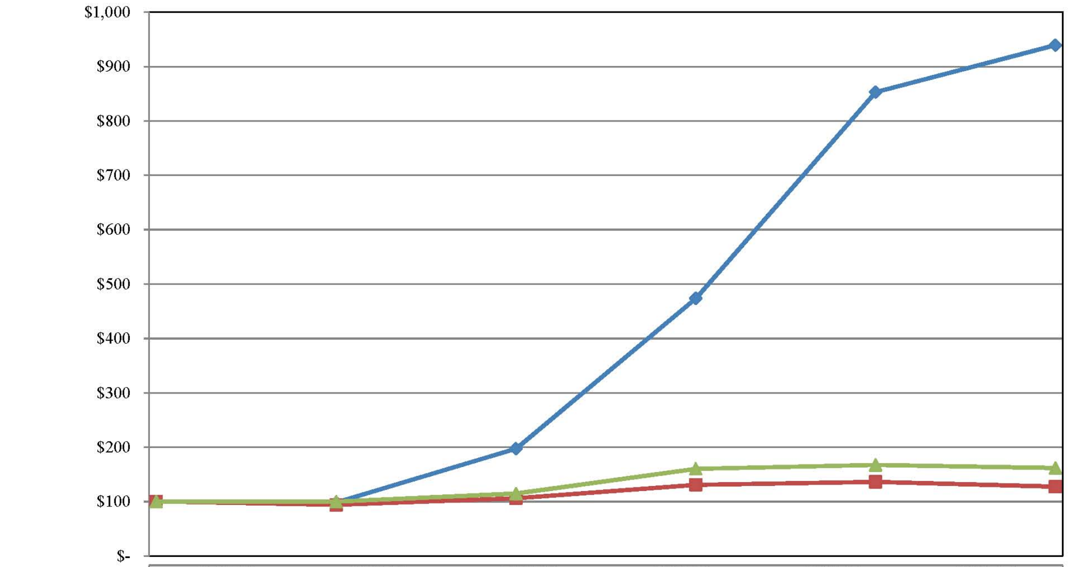
Issuer Purchases of Equity Securities

There were no repurchases of our equity securities during the fourth quarter ended December 31, 2015. See Note 16 of Notes to Consolidated Financial Statements for information regarding our share repurchase program.

Stock Performance Graph

The graph below compares the cumulative total stockholder return of our common stock with the cumulative total return of the *NYSE Composite Index* and the *S&P SmallCap 600* index for the period commencing December 31, 2010 and ending on December 31, 2015. The *S&P SmallCap 600* was chosen because we do not believe we can reasonably identify an industry index or specific peer issuer that would offer a meaningful comparison. The *S&P SmallCap 600* represents a broad-based index of companies with similar market capitalization.

The graph assumes $100 was invested, on December 31, 2010, in our common stock and each index presented. The comparisons in the table below are not intended to forecast or be indicative of future performance of our common stock.



	12/31/10	12/30/11	12/31/12	12/31/13	12/31/14	12/31/15
NLS	$100.00	$98.31	$197.19	$473.60	$852.81	$939.33
NYSE Composite	$100.00	$93.89	$106.02	$130.59	$136.10	$127.37
S&P SmallCap 600	$100.00	$99.84	$114.63	$160.09	$167.20	$161.58

Item 6. Selected Financial Data

The following selected consolidated financial data should be read in connection with our audited consolidated financial statements and related notes thereto and with Management's Discussion and Analysis of Financial Condition and Results of Operations, which are included elsewhere in this Form 10-K. The consolidated statements of operations data for fiscal years 2015, 2014 and 2013, and the selected consolidated balance sheets data as of December 31, 2015 and 2014 are derived from, and are qualified by reference to, the audited consolidated financial statements which are included in this Form 10-K. The consolidated statements of operations data for fiscal 2012 and 2011 and the consolidated balance sheets data as of December 31, 2013, 2012 and 2011 are derived from audited consolidated financial statements which are not included in this Form 10-K.

	For the Year Ended December 31,				
(In thousands, except per share amounts)	**2015**	**2014**	**2013**	**2012**	**2011**
Consolidated Statements of Operations Data					
Net sales	$ 335,764	$ 274,447	$ 218,803	$ 193,926	$ 180,412
Cost of sales	162,530	133,872	112,326	102,889	101,953
Gross profit	173,234	140,575	106,477	91,037	78,459
Operating expenses:					
Selling and marketing	101,618	81,059	66,486	58,617	54,494
General and administrative	21,441	22,131	18,705	17,669	17,143
Research and development	9,904	7,231	5,562	4,163	3,223
Total operating expenses	132,963	110,421	90,753	80,449	74,860
Operating income	40,271	30,154	15,724	10,588	3,599
Other income (expense):					
Interest income	218	63	14	18	65
Interest expense	(22)	(25)	(36)	56	(466)
Other, net	(445)	32	337	(246)	(11)
Total other income (expense)	(249)	70	315	(172)	(412)
Income from continuing operations before income taxes	40,022	30,224	16,039	10,416	3,187
Income tax expense (benefit)[1]	13,219	9,841	(32,085)	(226)	686
Income from continuing operations	26,803	20,383	48,124	10,642	2,501
Income (loss) from discontinued operations	(201)	(1,588)	(170)	6,241	(1,081)
Net income	$ 26,602	$ 18,795	$ 47,954	$ 16,883	$ 1,420
Basic income per share from continuing operations	$ 0.86	$ 0.65	$ 1.55	$ 0.34	$ 0.08
Basic income (loss) per share from discontinued operations	(0.01)	(0.05)	(0.01)	0.21	(0.03)
Basic net income per share	$ 0.85	$ 0.60	$ 1.54	$ 0.55	$ 0.05
Diluted income per share from continuing operations	$ 0.85	$ 0.64	$ 1.53	$ 0.34	$ 0.08
Diluted income (loss) per share from discontinued operations	(0.01)	(0.05)	(0.01)	0.21	(0.03)
Diluted net income per share	$ 0.84	$ 0.59	$ 1.52	$ 0.55	$ 0.05
Shares used in per share calculations:					
Basic	31,288	31,253	31,072	30,851	30,746
Diluted	31,589	31,688	31,457	30,974	30,776

	As of December 31,				
Consolidated Balance Sheets Data	**2015**	**2014**	**2013**	**2012**	**2011**
Cash and investments[2]	$ 60,776	$ 72,190	$ 40,979	$ 23,207	$ 17,427
Working capital[2]	69,373	83,080	45,662	25,410	19,439
Total assets	315,912	175,654	143,567	94,311	82,813
Long-term note payable, net of current portion[3]	63,971	—	—	—	5,598
Other long-term liabilities	29,432	4,911	4,077	6,508	6,614
Total shareholders' equity	126,991	111,072	91,565	43,326	31,953

(1) Income tax benefit in 2013 includes a $38.9 million credit related to the reversal of our deferred tax asset valuation allowance.

(2) The decreases in cash and investments and working capital at December 31, 2015 compared to December 31, 2014 were primarily due to our purchase of Octane on December 31, 2015. See Note 2 of Notes to Consolidated Financial Statements for additional information.

(3) The increase in long-term notes payable at December 31, 2015 compared to December 31, 2014 was due to our purchase of Octane on December 31, 2015. See Notes 2 and 12 of Notes to Consolidated Financial Statements for additional information.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

You should read the following discussion and analysis of our financial condition and results of operations together with the consolidated financial statements and related notes that are included in Part II, Item 8 of this Form 10-K. This discussion contains forward-looking statements based upon current expectations that involve risks and uncertainties.

Our results of operations may vary significantly from period-to-period. Our revenues typically fluctuate due to the seasonality of our industry, customer buying patterns, product innovation, the nature and level of competition for health and fitness products, our ability to procure products to meet customer demand, the level of spending on, and effectiveness of, our media and advertising programs and our ability to attract new customers and maintain existing sales relationships. In addition, our revenues are highly susceptible to economic factors, including, among other things, the overall condition of the economy and the availability of consumer credit in both the United States and Canada. Our profit margins may vary in response to the aforementioned factors and our ability to manage product costs. Profit margins may also be affected by fluctuations in the costs or availability of materials used to manufacture our products, product warranty costs, the cost of fuel, and changes in costs of other distribution or manufacturing-related services. Our operating profits or losses may also be affected by the efficiency and effectiveness of our organization. Historically, our operating expenses have been influenced by media costs to produce and distribute advertisements of our products on television, the Internet and other media, facility costs, operating costs of our information and communications systems, product supply chain management, customer support and new product development activities. In addition, our operating expenses have been affected from time-to-time by asset impairment charges, restructuring charges and other significant unusual or infrequent expenses.

As a result of the above and other factors, our period-to-period operating results may not be indicative of future performance. You should not place undue reliance on our operating results and should consider our prospects in light of the risks, expenses and difficulties typically encountered by us and other companies, both within and outside our industry. We may not be able to successfully address these risks and difficulties and, consequently, we cannot assure you any future growth or profitability. For more information, see our discussion of Risk Factors located at Part I, Item 1A of this Form 10-K.

OVERVIEW

We are committed to providing innovative, quality solutions to help people achieve a fit and healthy lifestyle. Our principal business activities include designing, developing, sourcing and marketing high-quality cardio and strength fitness products and related accessories for consumer use, primarily in the United States, Canada and Europe. Our products are sold under some of the most-recognized brand names in the fitness industry: Nautilus®, Bowflex®, Octane Fitness®, Schwinn® and Universal®.

We market our products through two distinct distribution channels, Direct and Retail, which we consider to be separate business segments. Our *Direct* business offers products directly to consumers through television advertising, catalogs and the Internet. Our *Retail* business offers our products through a network of independent retail companies and specialty retailers with stores and websites located in the United States and internationally. We also derive a portion of our revenue from the licensing of our brands and intellectual property.

Our net sales in 2015 were $335.8 million, an increase of $61.3 million, or 22.3%, compared to net sales of $274.4 million in 2014. Net sales of our Direct segment increased $50.0 million, or 28.5%, compared to 2014, primarily due to increased consumer demand for our cardio products, especially the Max Trainer®. Net sales of our Retail segment increased by $13.0 million, or 13.9% in 2015, compared to 2014, primarily due to growth in the lineup of cardio products launched in late 2013 and fall of 2014.

Income from continuing operations was $26.8 million, or $0.85 per diluted share, in 2015, compared to $20.4 million, or $0.64 per diluted share, in 2014. Income from continuing operations in 2015 and 2014 included a $2.4 million and a $1.2 million credit related to the reversal of our deferred tax asset valuation allowance, respectively. Results for 2015 were also negatively impacted by several unusual items including the following: settlement expense related to a licensing arbitration ($2.5 million); write-off of nutrition inventory ($1.4 million); unrecorded current period royalty revenue and reversal of prior period royalty revenue related to a dispute with the licensee ($1.4 million); an accounts receivable reserve related to potentially uncollectible balances from a large sporting goods retailer ($0.9 million); and transaction expenses related to the acquisition of Octane ($0.6 million). Without consideration of the reversals of deferred tax asset valuation allowances and the other unusual items noted above, the improvement in our results from continuing operations in 2015, compared to 2014, was driven primarily by higher sales and increased operating income in both our Direct and Retail segments.

Net income was $26.6 million, or $0.84 per diluted share, in 2015, compared to $18.8 million, or $0.59 per diluted share, in 2014.

BUSINESS ACQUISITION

On December 31, 2015, we acquired all of the outstanding capital stock of OF Holdings, Inc., sole parent of Octane for an aggregate base purchase price of $115.0 million, plus adjustments for working capital and cash on the closing date. The Company funded the acquisition through an $80.0 million term loan and cash on hand. Based in Brooklyn Park, Minnesota, Octane is a leader in zero-impact training with a line of fitness equipment focused on Retail specialty and commercial channels. The acquisition of Octane is expected to strengthen and diversify our brand portfolio, broaden our distribution and deepen our talent pool. Octane's business is anticipated to be highly complementary to our existing business from both product and channel perspectives and to create numerous revenue synergies for us.

DISCONTINUED OPERATIONS

Results from discontinued operations relate to the disposal of our former commercial business, which was completed in April 2011. We reached substantial completion of asset liquidation at December 31, 2012. Although there was no revenue related to the Commercial business in 2015, 2014 or 2013, we continue to have legal and accounting expenses as we work with authorities on final deregistration of each international entity, and product liability and other legal expenses associated with product previously sold into the Commercial channel.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles requires estimates and assumptions that affect the reported amounts of assets and liabilities, revenues and expenses, and related disclosures of contingent assets and liabilities in the consolidated financial statements. An accounting estimate is considered to be critical if it meets both of the following criteria: (i) the estimate requires assumptions about matters that are highly uncertain at the time the accounting estimate is made, and (ii) different estimates reasonably could have been used, or changes in the estimate that are reasonably likely to occur from period to period may have a material impact on the presentation of our financial condition, changes in financial condition or results of operations.

Our critical accounting policies and estimates are discussed below. We have not made any material changes in the methodologies we use in our critical accounting estimates during the past three fiscal years. If our assumptions or estimates change in future periods, the impact on our financial position and operating results could be material.

Revenue Recognition
Direct and Retail product sales and shipping revenues are recorded when products are shipped and title passes to customers. In most instances, Retail sales to customers are made pursuant to a sales contract that provides for transfer of both title and risk of loss to the customer upon our delivery to the carrier. For Direct sales, revenue is generally recognized when product is shipped. Revenue is recognized net of applicable sales incentives, such as promotional discounts, rebates and return allowances. We estimate the revenue impact of incentive programs based on the planned duration of the program and historical experience.

Sales Discounts and Allowances
Product sales and shipping revenues are reported net of promotional discounts and return allowances. We estimate the revenue impact of retail sales incentive programs based on the planned duration of the program and historical experience. If the amount of sales incentives is reasonably estimable, the impact of such incentives is recorded at the later of the time the customer is notified of the sales incentive or the time of the sale. We estimate our liability for product returns based on historical experience and record the expected obligation as a reduction of revenue. If actual return costs differ from previous estimates, the amount of the liability and corresponding revenue are adjusted in the period in which such costs occur.

Our calculations of amounts owed for sales discounts and allowances contain uncertainties because they require management to make assumptions in interim periods and to apply judgment regarding a number of factors, including estimated future customer inventory purchases and returns.

Goodwill and Other Long-Term Assets Valuation

We evaluate our indefinite-lived intangible assets and goodwill for potential impairment annually or when events or circumstances indicate their carrying value may be impaired. Definite-lived intangible assets, including acquired trade names, customer relationships, patents and patent rights, and other long-lived assets, primarily property, plant and equipment, are evaluated for impairment when events or circumstances indicate the carrying value may be impaired. No goodwill or other long-term asset impairment charges were recognized in 2015, 2014 or 2013.

Our impairment loss calculations contain uncertainties because they require management to make assumptions and to apply judgment in order to estimate future cash flows and asset fair values. Our judgments regarding potential impairment are based on a number of factors including: the timing and amount of anticipated cash flows; market conditions; relative levels of risk; the cost of capital; terminal values; royalty rates; and the allocation of revenues, expenses and assets and liabilities to business segments. Each of these factors can significantly affect the value of our goodwill or other long-term assets and, thereby, could have a material adverse effect on our financial position and results of operations.

Product Warranty Obligations

Our products carry defined warranties for defects in materials or workmanship. Our product warranties generally obligate us to pay for the cost of replacement parts, cost of shipping the parts to our customers and, in certain instances, service labor costs. At the time of sale, we record a liability for the estimated costs of fulfilling future warranty claims. The estimated warranty costs are recorded as a component of cost of sales, based on historical warranty claim experience and available product quality data. If necessary, we adjust our liability for specific warranty matters when they become known and are reasonably estimable. Our estimates of warranty expenses are based on significant judgment, and the frequency and cost of warranty claims are subject to variation. Warranty expenses are affected by the performance of new products, significant manufacturing or design defects not discovered until after the product is delivered to the customer, product failure rates and variances in expected repair costs.

Litigation and Loss Contingencies

From time to time, we may be involved in claims, lawsuits and other proceedings. Such matters involve uncertainty as to the eventual outcomes and any losses or gains we may ultimately realize when one or more future events occur or fail to occur. We record expenses for litigation and loss contingencies when it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. We estimate the probability of such losses based on the advice of internal and external counsel, outcomes from similar litigation, status of the lawsuits (including settlement initiatives), legislative developments and other factors.

Due to the numerous variables associated with these judgments and assumptions, both the precision and reliability of the resulting estimates of the related loss contingencies are subject to substantial uncertainties. We regularly monitor our estimated exposure to these contingencies and, as additional information becomes known, we may change our estimates accordingly.

Deferred Tax Assets - Valuation Allowance

We account for income taxes based on the asset and liability method, whereby deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts and the tax basis of existing assets and liabilities. Deferred tax assets and liabilities are measured using the enacted tax rates that are expected to be in effect when the temporary differences are expected to be included, as income or expense, in the applicable tax return. The effect of a change in tax rates on our deferred tax assets and liabilities is recognized in the period of the enactment.

We have recorded a valuation allowance to reduce our deferred income tax assets to the amount we believe is more likely than not to be realized. Each quarter, we assess the total weight of positive and negative evidence including cumulative income or loss for the past three years and forecasted taxable income and re-evaluate whether any adjustments or release of all or any portion of valuation allowance is appropriate. As a result of this evaluation, in 2014, we determined that a portion of the existing valuation allowance against state net operating loss deferred tax assets was no longer necessary. Accordingly, an income tax benefit of $1.2 million was recorded in the fourth quarter of 2014 related to the reduction of our existing valuation allowance. Further, in the fourth quarter of 2015, after re-evaluating the potential realization of the remainder of our deferred income tax assets, we concluded that, as of December 31, 2015, the existing valuation allowance against the foreign tax credit deferred tax assets, as well as substantially all of the remaining state net operating loss deferred tax assets, were no longer necessary. As such, an income tax benefit of $2.4 million was recorded in the fourth quarter of 2015 related to the reduction of our existing valuation allowance.

As of December 31, 2015 we have a valuation allowance against net deferred income tax assets of $0.9 million. If our assumptions change and we determine we will be able to realize these deferred income tax assets, the tax benefits related to any reversal of the valuation allowance will be accounted for in the period in which we make such determination. Likewise, should we determine that we would not be able to realize our deferred income tax assets in the future, an adjustment to the valuation allowance to reserve for the deferred income tax assets would increase expense in the period such determination was made.

Unrecognized Tax Benefits

Significant judgments are required in determining tax provisions and evaluating tax positions. Such judgments require us to interpret existing tax law and other published guidance as applied to our circumstances. If our financial results or other relevant facts change, thereby impacting the likelihood of realizing the tax benefit of an uncertain tax position, significant judgment would be applied in determining the effect of the change. A tax benefit from an uncertain tax position may be recognized when it is more likely than not that the position will be sustained based on the technical merits of the position upon examination, including resolutions of any related appeals or litigation.

RESULTS OF OPERATIONS

The discussion that follows should be read in conjunction with our consolidated financial statements and the related notes in this report. All comparisons to prior year results are in reference to continuing operations only in each period, unless otherwise indicated.

Results of operations information was as follows (in thousands):

	Year Ended December 31,			
	2015	2014	Change	% Change
Net sales	$ 335,764	$ 274,447	61,317	22.3 %
Cost of sales	162,530	133,872	28,658	21.4 %
Gross profit	173,234	140,575	32,659	23.2 %
Operating expenses:				
Selling and marketing	101,618	81,059	20,559	25.4 %
General and administrative	21,441	22,131	(690)	(3.1)%
Research and development	9,904	7,231	2,673	37.0 %
Total operating expenses	132,963	110,421	22,542	20.4 %
Operating income	40,271	30,154	10,117	33.6 %
Other income (expense):				
Interest income	218	63	155	
Interest expense	(22)	(25)	3	
Other, net	(445)	32	(477)	
Total other income (expense), net	(249)	70	(319)	
Income before income taxes	40,022	30,224	9,798	
Income tax expense	13,219	9,841	3,378	
Income from continuing operations	26,803	20,383	6,420	
Loss from discontinued operations, net of income taxes	(201)	(1,588)	1,387	
Net income	$ 26,602	$ 18,795	$ 7,807	

	Year Ended December 31,			
	2014	2013	Change	% Change
Net sales	$ 274,447	$ 218,803	$ 55,644	25.4%
Cost of sales	133,872	112,326	21,546	19.2%
Gross profit	140,575	106,477	34,098	32.0%
Operating expenses:				
Selling and marketing	81,059	66,486	14,573	21.9%
General and administrative	22,131	18,705	3,426	18.3%
Research and development	7,231	5,562	1,669	30.0%
Total operating expenses	110,421	90,753	19,668	21.7%
Operating income	30,154	15,724	14,430	91.8%
Other income (expense):				
Interest income	63	14	49	
Interest expense	(25)	(36)	11	
Other, net	32	337	(305)	
Total other income (expense), net	70	315	(245)	
Income before income taxes	30,224	16,039	14,185	
Income tax expense (benefit)	9,841	(32,085)	41,926	
Income from continuing operations	20,383	48,124	(27,741)	
Loss from discontinued operations, net of income taxes	(1,588)	(170)	(1,418)	
Net income	$ 18,795	$ 47,954	$ (29,159)	

Results of operations information by segment was as follows (in thousands):

	Year Ended December 31, 2015	Year Ended December 31, 2014	Change	% Change
Net sales:				
Direct	$ 225,595	$ 175,593	$ 50,002	28.5 %
Retail	106,195	93,223	12,972	13.9 %
Royalty income	3,974	5,631	(1,657)	(29.4)%
	$ 335,764	$ 274,447	$ 61,317	22.3 %
Cost of sales:				
Direct	$ 83,238	$ 64,362	$ 18,876	29.3 %
Retail	79,292	69,510	9,782	14.1 %
Royalty income	—	—	—	
	$ 162,530	$ 133,872	$ 28,658	21.4 %
Gross profit:				
Direct	$ 142,357	$ 111,231	$ 31,126	28.0 %
Retail	26,903	23,713	3,190	13.5 %
Royalty income	3,974	5,631	(1,657)	(29.4)%
	$ 173,234	$ 140,575	$ 32,659	23.2 %
Gross margin:				
Direct	63.1%	63.3%	(20)	basis points
Retail	25.3%	25.4%	(10)	basis points

	Year Ended December 31, 2014	Year Ended December 31, 2013	Change	% Change
Net sales:				
Direct	$ 175,593	$ 136,663	$ 38,930	28.5%
Retail	93,223	76,775	16,448	21.4%
Royalty income	5,631	5,365	266	5.0%
	$ 274,447	$ 218,803	$ 55,644	25.4%
Cost of sales:				
Direct	$ 64,362	$ 55,008	$ 9,354	17.0%
Retail	69,510	57,318	12,192	21.3%
Royalty income	—	—	—	
	$ 133,872	$ 112,326	$ 21,546	19.2%
Gross profit:				
Direct	$ 111,231	$ 81,655	$ 29,576	36.2%
Retail	23,713	19,457	4,256	21.9%
Royalty income	5,631	5,365	266	5.0%
	$ 140,575	$ 106,477	$ 34,098	32.0%
Gross margin:				
Direct	63.3%	59.7%	360	basis points
Retail	25.4%	25.3%	10	basis points

The following tables compare the net sales of our major product lines within each business segment (in thousands):

	Year Ended December 31,			
	2015	2014	Change	% Change
Direct net sales:				
Cardio products[1]	$ 210,578	$ 160,249	$ 50,329	31.4 %
Strength products[2]	15,017	15,344	(327)	(2.1)%
	225,595	175,593	50,002	28.5 %
Retail net sales:				
Cardio products[1]	63,762	56,262	7,500	13.3 %
Strength products[2]	42,433	36,961	5,472	14.8 %
	106,195	93,223	12,972	13.9 %
Royalty income	3,974	5,631	(1,657)	(29.4)%
	$ 335,764	$ 274,447	$ 61,317	22.3 %

	Year Ended December 31,			
	2014	2013	Change	% Change
Direct net sales:				
Cardio products[1]	$ 160,249	$ 114,846	$ 45,403	39.5 %
Strength products[2]	15,344	21,817	(6,473)	(29.7)%
	175,593	136,663	38,930	28.5 %
Retail net sales:				
Cardio products[1]	56,262	36,692	19,570	53.3 %
Strength products[2]	36,961	40,083	(3,122)	(7.8)%
	93,223	76,775	16,448	21.4 %
Royalty income	5,631	5,365	266	5.0 %
	$ 274,447	$ 218,803	$ 55,644	25.4 %

(1) Cardio products include: TreadClimber®, Max Trainer®, treadmills, exercise bikes and ellipticals.

(2) Strength products include: home gyms, selectorized dumbbells, kettlebell weights and accessories.

Net Sales and Cost of Sales

Direct

The 28.5% increases in year-over-year Direct net sales for both 2015 compared to 2014 and 2014 compared to 2013 were primarily related to a 31.4% and 39.5% increase, respectively, in Direct sales of our cardio products that were due primarily to growth of the Max Trainer®, partially offset by declines in the TreadClimber® and strength products. The business also benefited from higher U.S. consumer credit approval rates in both years.

The increases in Direct net sales of cardio products in 2015 compared to 2014, and in 2014 compared to 2013, were partially offset by a 2.1% and a 29.7% decline, respectively, in Direct net sales of strength products, primarily rod-based home gyms. The declines in sales of rod-based home gyms were attributable, in part, to the reduction of advertising for these products over time, as management determined that television advertising spending on this mature product category was generating suboptimal returns. We continue to market and sell rod-based home gyms through more cost efficient online media and through the Retail channel.

Combined consumer credit approvals by our primary and secondary U.S. third-party financing providers were 48.1% in 2015 compared to 41.4% in 2014 and 36.1% in 2013.

The increases in Direct cost of sales in 2015 compared to 2014 , and in 2014 compared to 2013, were almost entirely related to the growth in Direct net sales. In addition, unusual items including an arbitration settlement of $2.5 million and write-off of nutrition inventory of $1.4 million contributed to the increase in the year-over-year cost of sales for 2015 compared to 2014.

The 20 basis point decrease in the gross margin of our Direct business for 2015 compared to 2014 was primarily driven by the arbitration settlement and reserves for nutrition product inventory discussed above, partially offset by improvements in product mix and improved supply chain efficiencies.

The 360 basis point increase in the gross margin of our Direct business for 2014 compared to 2013 was primarily driven by improvements in product mix coupled with lower product costs related to lower royalty expenses.

Retail

The 13.9% increase in Retail net sales in 2015 compared to 2014 was driven primarily by increased sales of our cardio products. The 13.3% increase in Retail cardio sales for 2015 compared to 2014 was primarily due to the strong acceptance of our new line of cardio products introduced in the third quarter of 2013, along with additional cardio products launched in the third quarter of 2014. Net sales of strength products in the Retail business increased 14.8% in 2015 compared to 2014, primarily driven by higher sales of SelectTech® dumbbells.

The 21.4% increase in Retail net sales in 2014 compared to 2013 was driven primarily by increased sales of our cardio products. Net sales of strength products in the Retail business decreased 7.8% in 2014 compared to 2013, primarily driven by lower sales of home gyms. The 53.3% increase in Retail cardio sales for 2014 compared to 2013 was primarily due to the strong acceptance of our new line of cardio products introduced in the third quarter of 2013, along with additional cardio products launched in the third quarter of 2014.

The increases in Retail cost of sales in 2015 compared to 2014, and in 2014 compared to 2013, were due to the increases in Retail net sales mentioned above.

The 10 basis point decrease in Retail gross margin in 2015 compared to 2014 was primarily due to unfavorable product and customer mix as increased treadmill sales drove product mix and currency exchange rates negatively impacted international sales.

The 10 basis point increase in Retail gross margin in 2014 compared to 2013 was primarily due to greater absorption of fixed supply chain costs due to higher sales volume, partially offset by higher allowances related to discontinued inventory and a less favorable product mix.

Selling and Marketing

Dollars in thousands	Year Ended December 31,		Change	
	2015	**2014**	**$**	**%**
Selling and marketing	$101,618	$81,059	$20,559	25.4%
As % of net sales	30.3%	29.5%		

Dollars in thousands	Year Ended December 31,		Change	
	2014	**2013**	**$**	**%**
Selling and marketing	$81,059	$66,486	$14,573	21.9%
As % of net sales	29.5%	30.4%		

The increases in selling and marketing in 2015 compared to 2014, and in 2014 compared to 2013, were primarily due to increases in media advertising of $12.1 million and $6.8 million, respectively, as well as increased variable sales expenses and program costs of $7.3 million and $4.8 million, respectively. In addition, production costs for creative media increased $1.6 million in 2014 compared to 2013.

The increase in sales and marketing as a percentage of net sales in 2015 compared to 2014 was primarily due to the increased investment in media advertising, as well as new marketing initiatives intended to broaden the reach of Direct products to the consumer. The decrease in sales and marketing as a percentage of net sales in 2014 compared to 2013 was primarily due to slower growth of media advertising compared to revenue.

Media advertising expense of our Direct business is the largest component of selling and marketing and was as follows:

Dollars in thousands	Year Ended December 31,		Change	
	2015	2014	$	%
Media advertising	$54,756	$42,643	$12,113	28.4%

Dollars in thousands	Year Ended December 31,		Change	
	2014	2013	$	%
Media advertising	$42,643	$35,819	$6,824	19.1%

We continued to increase investment in media during 2015 to grow sales of the Max Trainer® and launch the refreshed TreadClimber® line.

General and Administrative

Dollars in thousands	Year Ended December 31,		Change	
	2015	2014	$	%
General and administrative	$21,441	$22,131	$(690)	(3.1)%
As % of net sales	6.4%	8.1%		

Dollars in thousands	Year Ended December 31,		Change	
	2014	2013	$	%
General and administrative	$22,131	$18,705	$3,426	18.3%
As % of net sales	8.1%	8.5%		

The decrease in general and administrative in 2015 compared to 2014 was due to reduced spending on intellectual property registration and legal fees for patent enforcement of $0.7 million and state business tax refunds and credits of $0.6 million, offset by increased employee-related costs of $0.8 million, and transaction costs related to the Octane acquisition of $0.6 million.

The increase in general and administrative in 2014 compared to 2013 was primarily due to increased employee-related costs of $0.9 million, higher spending intellectual property registration and legal fees for patent enforcement of $0.8 million, product liability and other legal costs of $0.8 million, increased technology and facilities infrastructure costs of $0.6 million, and higher general insurance and business taxes expenses of $0.3 million.

The decreases in general and administrative as a percentage of net sales in 2015 compared to 2014 and in 2014 compared to 2013 were primarily due to higher net sales.

Research and Development

Dollars in thousands	Year Ended December 31,		Change	
	2015	2014	$	%
Research and development	$9,904	$7,231	$2,673	37.0%
As % of net sales	2.9%	2.6%		

Dollars in thousands	Year Ended December 31,		Change	
	2014	2013	$	%
Research and development	$7,231	$5,562	$1,669	30.0%
As % of net sales	2.6%	2.5%		

The increases in research and development in 2015 compared to 2014 and in 2014 compared to 2013 were primarily due to our investment in additional engineering and product development headcount as we continue to supplement our new product development resources required to innovate and broaden our product portfolio.

Interest Expense
Interest expense in 2015, 2014 and 2013 was less than $0.1 million each year, and was for financing costs associated with capital equipment lease payments.

Other, Net
Other, net primarily relates to the effect of exchange rate fluctuations between the U.S. and Canada. In addition, 2015 included losses on asset dispositions of $0.3 million, and 2014 and 2013 included gains of $0.1 million and $0.3 million, respectively, related to refunds of state sales taxes previously paid by us.

Income Tax Expense (Benefit)

Dollars in thousands	Year Ended December 31,		Change	
	2015	**2014**	**$**	**%**
Income tax expense	$13,219	$9,841	$3,378	34.3%
Effective tax rate	33.0%	32.6%		

Dollars in thousands	Year Ended December 31,		Change	
	2014	**2013**	**$**	**%**
Income tax expense (benefit)	$9,841	$(32,085)	$41,926	n/m
Effective tax rate	32.6%	n/m		

n/m - not meaningful.

Our income tax expense in 2015 was primarily attributable to the income generated domestically and in Canada, partially offset by a $2.4 million release of our domestic valuation allowance. Income tax expense for 2014 included a $1.2 million release of our domestic valuation allowance. Income tax benefit for 2013 was primarily related to a $38.9 million credit related to the reversal of our deferred tax asset valuation allowance. Generally, we did not recognize U.S. income tax expense associated with our income from continuing operations for 2013 due to the valuation allowance against the net deferred tax asset.

Each quarter, we assess the total weight of positive and negative evidence including cumulative income or loss for the past three years and forecasted taxable income and re-evaluate whether any adjustments or release of all or any portion of valuation allowance is appropriate. As a result of this evaluation, in 2014, we determined that a portion of the existing valuation allowance against state net operating loss deferred tax assets was no longer necessary. Accordingly, an income tax benefit of $1.2 million related to the reduction of our existing valuation allowance was recorded in the fourth quarter of 2014. Further, in 2015, after re-evaluating the potential realization of the remainder of our deferred income tax assets, we concluded that, as of December 31, 2015, the existing valuation allowance against the foreign tax credit deferred tax assets as well as substantially all remaining valuation allowance against the state net operating loss deferred tax assets were no longer necessary. Accordingly, an income tax benefit of $2.4 million was recorded in the fourth quarter of 2015 related to the reduction of our existing valuation allowance.

The amount of valuation allowance offsetting our deferred tax assets was $0.9 million as of December 31, 2015. Of the total remaining valuation allowance, $0.6 million primarily relates to domestic credit carryforwards as we currently do not anticipate generating income of appropriate character to utilize those credits. Should it be determined in the future that it is more likely than not that our domestic deferred income tax assets will be realized, an additional valuation allowance would be released during the period in which such an assessment is made. In addition, $0.3 million of the remaining valuation allowance relates to foreign net operating loss carryforwards. There have been no material changes to our foreign operations since December 31, 2014 and, accordingly, we maintain our existing valuation allowance on foreign deferred income tax assets in such jurisdictions at December 31, 2015.

Refer to Note 13, *Income Taxes*, to our Consolidated Financial Statements included in Part II, Item 8 of this report for additional information.

LIQUIDITY AND CAPITAL RESOURCES

As of December 31, 2015, we had $60.8 million of cash and investments, compared to $72.2 million as of December 31, 2014. The balance sheet as of December 31, 2015 included unaudited balances for Octane which was acquired on December 31, 2015. For additional information on the acquisition, see Note 2 of Notes to Consolidated Financial Statements.

Cash provided by operating activities was $41.1 million for 2015, compared to cash provided by operating activities of $34.4 million for 2014. We expect our cash, cash equivalents and available-for-sale securities at December 31, 2015, along with cash expected to be generated from operations, to be sufficient to fund our operating and capital requirements for at least twelve months from December 31, 2015.

The increase in cash flows from operating activities for 2015, compared to 2014, was primarily due to improved operating performance and the changes in our operating assets and liabilities as discussed below.

Trade receivables increased $18.9 million to $45.2 million as of December 31, 2015, compared to $26.3 million as of December 31, 2014, due to the acquisition of Octane and higher revenue within our Retail business.

Inventories increased $17.8 million to $42.7 million as of December 31, 2015, compared to $24.9 million as of December 31, 2014, due to the acquisition of Octane and higher revenue and the addition of new products.

Net deferred income tax decreased by $31.4 million to net income tax liabilities of $9.5 million as of December 31, 2015, compared to $21.9 million of net income tax assets as of December 31, 2014. $19.6 million of net deferred tax liability arose as a result of the acquisition of Octane. The remainder of the decrease is primarily due to the utilization of net operating loss deferred tax assets in 2015.

Trade payables increased $14.2 million to $61.7 million as of December 31, 2015, compared to $47.6 million as of December 31, 2014, primarily due to increased inventory purchases and media expense to support the growth in net sales coupled with the acquisition of Octane.

Accrued liabilities increased $3.2 million to $13.0 million as of December 31, 2015 compared to $9.9 million as of December 31, 2014, primarily due to the acquisition of Octane and increases in accrued payroll, commissions and incentive compensation.

Warranty obligations increased $6.3 million to $8.5 million as of December 31, 2015 compared to $2.2 million as of December 31, 2014, primarily due to the acquisition of Octane and increased year-over-year sales in both our business segments.

Cash used in investing activities of $122.8 million for 2015 was primarily related to $114.1 million used for the purchase of Octane and the net purchases of $3.0 million of marketable securities. Additionally, $5.7 million was used for capital expenditures during 2015, primarily for implementation of new software and hardware information system upgrades. We anticipate spending $7.0 million to $8.0 million in 2016 for software, equipment and product tooling.

Cash provided by financing activities of $68.9 million for 2015 was primarily related to the proceeds from our new term loan of $80.0 million for the Octane acquisition, partially offset by the share repurchase program spending of $11.6 million.

Financing Arrangements

On December 31, 2015 we entered into an amendment (the “Amendment”) to our existing Credit Agreement, dated December 5, 2014, with JPMorgan Chase Bank, N.A. (“Chase Bank”) that provided for an $80.0 million term loan (the “Term Loan”) to finance the acquisition of Octane. The Term Loan and our existing $20.0 million revolving line of credit with Chase Bank are secured by substantially all of the assets of Nautilus. The Term Loan matures on December 31, 2020. Under the terms of the Amendment, the maturity date of our existing revolving line of credit was extended to December 31, 2020.

The Credit Agreement, as amended, contains customary covenants, including minimum fixed charge coverage ratio and funded debt to EBITDA ratio, and limitations on capital expenditures, mergers and acquisitions, indebtedness, liens, dispositions, dividends and investments. The Credit Agreement also contains customary events of default. Upon an event of default, the lender may terminate its credit line commitment, accelerate all outstanding obligations and exercise its remedies under the continuing security agreement.

Borrowing availability under the Credit Agreement is subject to our compliance with certain financial and operating covenants at the time borrowings are requested. Letters of credit under the Credit Agreement are treated as a reduction of the available borrowing amount and are subject to covenant testing.

The interest rate applicable to the Term Loan, as well as each advance under the revolving line of credit, is based on either Chase Bank's floating prime rate or adjusted LIBOR, plus an applicable margin. As of December 31, 2015 our borrowing rate for both the Term Loan and line of credit advances was 1.68%.

As of December 31, 2015, we had outstanding borrowings of $80.0 million on our term loan and $0.5 million in letters of credit issued under the Credit Agreement with expiration dates through April 2016. As of December 31, 2015, we were in compliance with the financial covenants of the Credit Agreement and approximately $19.5 million was available for borrowing under the line of credit.

Stock Repurchase Program

On November 3, 2014, our Board of Directors approved a stock repurchase program that authorized us to repurchase outstanding shares of our common stock for an aggregate purchase price of up to $15.0 million from time to time over a period of 24 months. The repurchase program expires November 3, 2016. Share repurchases will be funded with existing cash balances and repurchased shares will be retired and returned to our pool of unissued authorized shares. During 2015, we repurchased 711,708 shares at an average price of $16.25 per share for an aggregate purchase price of $11.6 million. As of December 31, 2015, $3.4 million remains available for future repurchases.

Commitments and Contingencies

For a description of our commitments and contingencies, refer to Note 20, *Commitments and Contingencies*, to our Consolidated Financial Statements in Part II, Item 8 of this report.

Non-Cancellable Contractual Obligations

Our operating cash flows include the effect of certain non-cancellable, contractual obligations. A summary of such obligations as of December 31, 2015, including those related to our discontinued Commercial operations, is as follows (in thousands):

	Payments due by period				
	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
Long-term debt obligations	$ 85,010	$ 17,848	$ 34,355	$ 32,807	$ —
Purchase obligations[1]	32,037	32,037	—	—	—
Operating lease obligations	30,272	5,327	8,331	7,883	8,731
Minimum royalty obligations	3,213	2,213	1,000	—	—
Total	$ 150,532	$ 57,425	$ 43,686	$ 40,690	$ 8,731

(1) Our purchase obligations are comprised primarily of inventory purchase commitments. Because substantially all of our inventory is sourced from Asia, we have long lead times and therefore need to secure factory capacity from our vendors in advance.

Due to uncertainty with respect to the timing of future cash flows associated with our unrecognized tax benefits at December 31, 2015, we are unable to make reasonably reliable estimates of the timing of any cash settlements with the respective taxing authorities. Therefore, approximately $5.0 million of liabilities related to unrecognized tax benefits, including interest and penalties on uncertain tax positions, have been excluded from the contractual table above. For further information, refer to Note 13, *Income Taxes*, to our Consolidated Financial Statements in Part II, Item 8 of this report.

Off-Balance Sheet Arrangements

In the ordinary course of business, we enter into agreements that require us to indemnify counterparties against third-party claims. These may include: agreements with vendors and suppliers, under which we may indemnify them against claims arising from our use of their products or services; agreements with customers, under which we may indemnify them against claims arising from their use or sale of our products; real estate and equipment leases, under which we may indemnify lessors against third party claims relating to the use of their property; agreements with licensees or licensors, under which we may indemnify the licensee or licensor against claims arising from their use of our intellectual property or our use of their intellectual property; and agreements with parties to debt arrangements, under which we may indemnify them against claims relating to their participation in the transactions.

The nature and terms of these indemnifications vary from contract to contract, and generally a maximum obligation is not stated. We hold insurance policies that mitigate potential losses arising from certain types of indemnifications. Because we are unable to estimate our potential obligation, and because management does not expect these obligations to have a material adverse effect on our consolidated financial position, results of operations or cash flows, no liabilities are recorded at December 31, 2015.

SEASONALITY

We expect our sales from fitness equipment products to vary seasonally. Sales are typically strongest in the first and fourth quarters, followed by the third quarter, and are generally weakest in the second quarter. We believe that, during the spring and summer months, consumers tend to be involved in outdoor activities, including outdoor exercise, which impacts sales of indoor fitness equipment. This seasonality can have a significant effect on our inventory levels, working capital needs and resource utilization.

INFLATION

We do not believe that inflation had a material effect on our business, financial condition or results of operations in 2015, 2014 or 2013. Inflation pressures do exist in countries where our contract manufacturers are based, however we have largely mitigated these increases through cost improvement measures.

NEW ACCOUNTING PRONOUNCEMENTS

See Note 1, *Significant Accounting Polices*, to our Consolidated Financial Statements in Part II, Item 8 of this report.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

Interest Rate Risk

Our exposure to market risk from changes in interest rates relates primarily to our cash equivalents and substantially all our marketable securities. As of December 31, 2015, we had cash equivalents of $0.7 million held in a combination of money market funds and corporate bonds, and marketable securities of $30.0 million, held in a combination of certificates of deposit and corporate bonds. Our cash equivalents mature within three months or less from the date of purchase. Marketable securities with original maturities of greater than three months and remaining maturities of less than one year are classified as short-term investments. Investments with maturities beyond one year may be classified as short-term based on their highly liquid nature and because such marketable securities represent the investment of cash that is available for current operations. We have classified our marketable securities as available-for-sale and, therefore, we may choose to sell or hold them as changes in the market occur. Because of the short-term nature of the instruments in our portfolio, a decline in interest rates would reduce our interest income over time, and an increase in interest rates may negatively affect the market price or liquidity of certain securities within the portfolio, but a change in interest rates would not have a material impact on our results of operations, financial position or cash flows.

Our negotiated credit facilities generally charge interest based on a benchmark rate such as LIBOR. Fluctuations in short-term interest rates may cause interest payments on term loan principal and drawn amounts on the revolving line to increase or decrease. As of December 31, 2015, the outstanding balances on our credit facilities totaled $80.0 million.

Item 8. Financial Statements and Supplementary Data

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of
Nautilus, Inc.
Vancouver, Washington

We have audited the accompanying consolidated balance sheets of Nautilus, Inc. and subsidiaries (the “Company”) as of December 31, 2015 and 2014, and the related consolidated statements of operations, comprehensive income, shareholders' equity, and cash flows for each of the three years in the period ended December 31, 2015. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of Nautilus, Inc. and subsidiaries as of December 31, 2015 and 2014, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2015, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company's internal control over financial reporting as of December 31, 2015, based on the criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 25, 2016 expressed an unqualified opinion on the Company's internal control over financial reporting.

/s/ Deloitte & Touche LLP

Portland, Oregon
February 25, 2016

NAUTILUS, INC.
CONSOLIDATED BALANCE SHEETS
(In thousands)

	As of December 31,	
	2015	2014
Assets		
Cash and cash equivalents	$ 30,778	$ 45,206
Available-for-sale securities	29,998	26,984
Trade receivables, net of allowances of $918 and $108	45,155	26,260
Inventories	42,729	24,896
Prepaids and other current assets	6,888	6,987
Income taxes receivable	439	50
Deferred income tax assets	8,904	12,368
Total current assets	164,891	142,751
Property, plant and equipment, net	16,764	9,634
Goodwill	60,470	2,520
Other intangible assets, net	73,354	10,575
Long-term deferred income tax assets	—	9,546
Other assets	433	628
Total assets	$ 315,912	$ 175,654
Liabilities and Shareholders' Equity		
Trade payables	$ 61,745	$ 47,574
Accrued liabilities	13,027	9,851
Warranty obligations, current portion	4,753	2,246
Note payable, current portion, net of unamortized debt issuance costs of $7	15,993	—
Total current liabilities	95,518	59,671
Warranty obligations, non-current	3,792	—
Income taxes payable, non-current	4,116	3,725
Deferred income tax liabilities, non-current	18,380	—
Other long-term liabilities	3,144	1,186
Note payable, non-current, net of unamortized debt issuance costs of $29	63,971	—
Total liabilities	188,921	64,582
Commitments and contingencies (Note 20)		
Shareholders' equity:		
Common stock - no par value, 75,000 shares authorized, 31,005 and 31,333 shares issued and outstanding	796	8,033
Retained earnings	127,522	103,347
Accumulated other comprehensive loss	(1,327)	(308)
Total shareholders' equity	126,991	111,072
Total liabilities and shareholders' equity	$ 315,912	$ 175,654

See accompanying Notes to Consolidated Financial Statements.

NAUTILUS, INC.

CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands, except per share amounts)

	Year Ended December 31,		
	2015	2014	2013
Net sales	$ 335,764	$ 274,447	$ 218,803
Cost of sales	162,530	133,872	112,326
Gross profit	173,234	140,575	106,477
Operating expenses:			
Selling and marketing	101,618	81,059	66,486
General and administrative	21,441	22,131	18,705
Research and development	9,904	7,231	5,562
Total operating expenses	132,963	110,421	90,753
Operating income	40,271	30,154	15,724
Other income (expense):			
Interest income	218	63	14
Interest expense	(22)	(25)	(36)
Other, net	(445)	32	337
Total other income (expense), net	(249)	70	315
Income from continuing operations before income taxes	40,022	30,224	16,039
Income tax expense (benefit)	13,219	9,841	(32,085)
Income from continuing operations	26,803	20,383	48,124
Discontinued operations:			
Loss from discontinued operations before income taxes	(601)	(1,134)	(559)
Income tax expense (benefit) of discontinued operations	(400)	454	(389)
Loss from discontinued operations	(201)	(1,588)	(170)
Net income	$ 26,602	$ 18,795	$ 47,954
Basic income per share from continuing operations	$ 0.86	$ 0.65	$ 1.55
Basic loss per share from discontinued operations	(0.01)	(0.05)	(0.01)
Basic net income per share	$ 0.85	$ 0.60	$ 1.54
Diluted income per share from continuing operations	$ 0.85	$ 0.64	$ 1.53
Diluted loss per share from discontinued operations	(0.01)	(0.05)	(0.01)
Diluted net income per share	$ 0.84	$ 0.59	$ 1.52
Shares used in per share calculations:			
Basic	31,288	31,253	31,072
Diluted	31,589	31,688	31,457

See accompanying Notes to Consolidated Financial Statements.

NAUTILUS, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In thousands)

	Year Ended December 31,		
	2015	**2014**	**2013**
Net income	$ 26,602	$ 18,795	$ 47,954
Other comprehensive income (loss):			
Unrealized gain (loss) on marketable securities, net of income tax expense (benefit) of $1, $(11) and $0	2	(18)	—
Foreign currency translation adjustment, net of income tax expense of $17, $15 and $20	(1,021)	(534)	(381)
Other comprehensive loss	(1,019)	(552)	(381)
Comprehensive income	$ 25,583	$ 18,243	$ 47,573

See accompanying Notes to Consolidated Financial Statements.

NAUTILUS, INC.

CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(In thousands)

	Common Stock		Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total Shareholders' Equity
	Shares	Amount			
Balances at January 1, 2013	30,924	$ 6,103	$ 36,598	$ 625	$ 43,326
Net income	—	—	47,954	—	47,954
Foreign currency translation adjustment, net of income tax expense of $20	—	—	—	(381)	(381)
Stock-based compensation expense	—	454	—	—	454
Common stock issued under equity compensation plan	238	357	—	—	357
Tax deficiency related to stock-based awards	—	(145)	—	—	(145)
Balances at December 31, 2013	31,162	6,769	84,552	244	91,565
Net income	—	—	18,795	—	18,795
Unrealized loss on marketable securities, net of income tax benefit of $(11)	—	—	—	(18)	(18)
Foreign currency translation adjustment, net of income tax expense of $15	—	—	—	(534)	(534)
Stock-based compensation expense	—	1,066	—	—	1,066
Common stock issued under equity compensation plan	171	378	—	—	378
Tax deficiency related to stock-based awards	—	(180)	—	—	(180)
Balances at December 31, 2014	31,333	8,033	103,347	(308)	111,072
Net income	—	—	26,602	—	26,602
Unrealized gain on marketable securities, net of income tax expense of $1	—	—	—	2	2
Foreign currency translation adjustment, net of income tax expense of $17	—	—	—	(1,021)	(1,021)
Stock-based compensation expense	—	1,484	—	—	1,484
Common stock issued under equity compensation plan, net of shares withheld for tax payments	377	275	—	—	275
Common stock issued under employee stock purchase plan	7	116	—	—	116
Tax benefit related to stock-based awards	—	28	—	—	28
Repurchased shares	(712)	(9,140)	(2,427)	—	(11,567)
Balances at December 31, 2015	31,005	$ 796	$ 127,522	$ (1,327)	$ 126,991

See accompanying Notes to Consolidated Financial Statements.

NAUTILUS, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Year Ended December 31,		
	2015	**2014**	**2013**
Cash flows from operating activities:			
Income from continuing operations	$ 26,803	$ 20,383	$ 48,124
Loss from discontinued operations	(201)	(1,588)	(170)
Net income	26,602	18,795	47,954
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	3,412	4,024	3,344
Bad debt expense	786	104	588
Inventory lower-of-cost-or-market adjustments	1,583	457	557
Stock-based compensation expense	1,484	1,066	454
Loss on asset disposals	313	145	2
Deferred income taxes, net of valuation allowances	11,669	8,007	(32,814)
Excess tax (benefit) deficiency related to stock-based awards	(28)	180	145
Changes in operating assets and liabilities, net of effects of acquisition:			
Trade receivables	(6,812)	(1,331)	(4,417)
Inventories	(7,147)	(9,560)	2,388
Prepaids and other current assets	1,365	(314)	(1,174)
Income taxes receivable	(389)	30	(91)
Trade payables	4,506	10,456	4,487
Accrued liabilities, including warranty obligations	3,776	2,313	(337)
Net cash provided by operating activities	41,120	34,372	21,086
Cash flows from investing activities:			
Proceeds from sale of discontinued operations	—	—	116
Proceeds from other asset sales	—	—	5
Acquisition of business, net of cash acquired	(114,062)	—	—
Purchases of property, plant and equipment and intangible assets	(5,734)	(3,181)	(3,590)
Purchases of available-for-sale-securities	(61,933)	(37,434)	—
Proceeds from maturities of available-for-sale securities	55,292	10,450	—
Proceeds from sales of available-for-sale securities	3,602	—	—
Net cash used in investing activities	(122,835)	(30,165)	(3,469)
Cash flows from financing activities:			
Proceeds from long-term debt	80,000	—	—
Proceeds from employee stock purchases	116	—	—
Proceeds from exercise of stock options	1,050	378	357
Tax payments related to stock award issuances	(775)	—	—
Excess tax benefit (deficiency) related to stock-based awards	28	(180)	(145)
Payments for stock repurchases	(11,567)	—	—
Net cash provided by financing activities	68,852	198	212
Effect of exchange rate changes on cash and cash equivalents	(1,565)	(178)	(57)
Increase (decrease) in cash and cash equivalents	(14,428)	4,227	17,772
Cash and cash equivalents:			
Beginning of year	45,206	40,979	23,207
End of year	$ 30,778	$ 45,206	$ 40,979
Supplemental disclosure of cash flow information:			
Cash paid for income taxes, net	$ (1,308)	$ (923)	$ (450)
Cash paid for interest	$ (22)	$ (25)	$ (36)
Supplemental disclosure of non-cash investing activities:			
Acquisition consideration owed but not yet paid	$ 2,813	$ —	$ —
Capital expenditures incurred but not yet paid	$ 1,000	$ 86	$ —
Supplemental disclosure of non-cash financing activities:			
Loan fees incurred but not yet paid	$ 36	$ —	$ —

See accompanying Notes to Consolidated Financial Statements.

(1) SIGNIFICANT ACCOUNTING POLICIES

Organization and Business
Nautilus, Inc. and subsidiaries (collectively, "Nautilus" or the "Company") was founded in 1986 and incorporated in the State of Washington in 1993. Our headquarters are located in Vancouver, Washington.

We are committed to providing innovative, quality solutions to help people achieve their fitness goals through a fit and healthy lifestyle. Our principal business activities include designing, developing, sourcing and marketing high-quality cardio and strength fitness products and related accessories for consumer use, primarily in the United States and Canada, but also in international markets outside North America. Our products are sold under some of the most-recognized brand names in the fitness industry: Nautilus®, Bowflex®, Octane Fitness®, Schwinn® and Universal®.

We market our products through two distinct distribution channels, Direct and Retail, which we consider to be separate business segments. Our *Direct* business offers products directly to consumers through television advertising, catalogs and the Internet. Our *Retail* business offers our products through a network of independent retail companies with stores and websites located in the United States and internationally. We also derive a portion of our revenue from the licensing of our brands and intellectual property.

Basis of Presentation
The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”) and relate to Nautilus, Inc. and its subsidiaries, all of which are wholly-owned, directly or indirectly. Intercompany transactions and balances have been eliminated in consolidation.

Discontinued Operations
Results from discontinued operations relate to the disposal of our former Commercial business, which began in 2009 and was completed in April 2011. We reached substantial completion of asset liquidation at December 31, 2012. However, we continue to have legal and accounting expenses as we work with authorities on final deregistration of each entity and product liability and other legal expenses associated with product previously sold into the Commercial channel.

Results of operations related to the Commercial business have been presented in the consolidated financial statements as discontinued operations for all periods presented.

Use of Estimates
The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, and expenses and the disclosure of contingent assets and liabilities in the financial statements. Our most significant estimates relate to the following:

- Revenue recognition, net of returns and allowances;
- Sales discounts and allowances;
- Allowance for uncollectible trade receivables;
- Valuation of excess and obsolete inventory;
- Goodwill and other long-term assets valuation;
- Product warranty obligations;
- Litigation and loss contingencies;
- Deferred tax assets and the related valuation allowance;
- Unrecognized tax benefits; and
- Valuation of assets and liabilities related to acquisition.

Actual results could differ from our estimates.

Concentrations
Financial instruments that potentially subject us to concentrations of credit risk consist principally of cash and cash equivalents held in bank accounts in excess of federally-insured limits and trade receivables. Trade receivables are generally unsecured and therefore collection is affected by the economic conditions in each of our principal markets.

We rely on third-party contract manufacturers in Asia for substantially all of our products and for certain product engineering support. Business operations could be disrupted by natural disasters, difficulties in transporting products from non-U.S. suppliers, as well as political, social or economic instability in the countries where contract manufacturers or their vendors or customers conduct business. While any such contract manufacturing arrangement could be replaced over time, the temporary loss of the services of any primary contract manufacturer could delay product shipments and cause a significant disruption in our operations.

We derive a significant portion of our net sales from a small number of our Retail customers. A loss of business from one or more of these large customers, if not replaced with new business, would negatively affect our operating results and cash flows. In each of 2015, 2014 and 2013, one customer accounted for more than 10%, but less than 15%, of our net sales.

Cash and Cash Equivalents
All highly liquid investments with maturities of three months or less at purchase are considered to be cash equivalents. As of December 31, 2015, cash equivalents consisted of money market funds and corporate bonds and totaled $0.7 million. Our cash equivalents as of December 31, 2014 consisted of money market funds, certificates of deposit, commercial paper, and variable-rate demand notes and totaled $24.1 million.

Available-For-Sale Securities
We classify our marketable securities as available-for-sale and, accordingly, record them at fair value. Marketable securities with original maturities of greater than three months and remaining maturities of less than one year are classified as short-term investments. Investments with maturities beyond one year may be classified as short-term based on their highly liquid nature and because such marketable securities represent the investment of cash that is available for current operations. Unrealized holding gains and losses, which are immaterial, are excluded from earnings and are reported net of tax in other comprehensive income until realized. Dividend and interest income is recognized when earned. Realized gains and losses, which were not material in 2015 or 2014, are included in earnings and are derived using the specific identification method for determining the cost of securities sold.

We periodically evaluate whether declines in fair values of our investments below their cost are "other-than-temporary." This evaluation consists of qualitative and quantitative factors regarding the severity and duration of the unrealized loss, as well as our ability and intent to hold the investment until a forecasted recovery occurs.

For additional information, refer to Note 4, *Fair Value Measurements*.

Inventories
Inventories are stated at the lower of cost or market, with cost determined based on the first-in, first-out method. We establish inventory allowances for excess, slow-moving and obsolete inventory based on inventory levels, expected product life and forecasted sales. Inventories are written down to market value based on historical demand, competitive factors, changes in technology and product lifecycles.

Inventories acquired from Octane as of December 31, 2015 have been recorded at provisional fair values. For additional information, see Note 2, *Business Acquisition*.

Property, Plant and Equipment
Property, plant and equipment is stated at cost, net of accumulated depreciation. Improvements or betterments which add new functionality or significantly extend the life of an asset are capitalized. Expenditures for maintenance and repairs are expensed as incurred. The cost of assets retired, or otherwise disposed of, and the related accumulated depreciation, are removed from the accounts at the time of disposal. Gains and losses resulting from asset sales and dispositions are recognized in the period in which assets are disposed. Depreciation is recognized, using the straight-line method, over the lesser of the estimated useful lives of the assets or, in the case of leasehold improvements, the lease term, including renewal periods if we expect to exercise our renewal options. Depreciation on computer equipment, machinery and equipment and furniture and fixtures is determined based on estimated useful lives, which generally range from three-to-seven years.

Property, plant and equipment acquired from Octane as of December 31, 2015 have been recorded at provisional fair values. For additional information, see Note 2, *Business Acquisition*.

Goodwill
Goodwill consists of the excess of acquisition costs over the fair values of net assets acquired in business combinations. We review goodwill for impairment in the fourth quarter of each year and when events or changes in circumstances indicate that the carrying amount may be impaired. For this purpose, goodwill is evaluated at the reporting unit level. Our goodwill asset related to our Canadian subsidiary is attributable to our Direct reporting unit, and our goodwill related to the Octane acquisition is attributable to our Retail reporting unit. We performed an assessment of goodwill in the fourth quarters of 2015, 2014 and 2013 and concluded

that circumstances did not more likely than not indicate an impairment had occurred. For further information regarding goodwill, see Note 8, *Goodwill*.

Other Intangible Assets
Definite-lived intangible assets, primarily acquired trade names, customer relationships, patents and patent rights, are stated at cost, net of accumulated amortization. We recognize amortization expense for our definite-lived intangible assets on a straight-line basis over the estimated useful lives.

Indefinite-lived intangible assets consist of acquired trademarks, specifically trade names. Indefinite-lived intangible assets are stated at cost and are not amortized; instead, they are tested for impairment at least annually. We review our acquired trademarks for impairment in the fourth quarter of each year and when events or changes in circumstances indicate that the assets may be impaired. The fair value of trademarks is estimated using the relief from royalty method to estimate the value of the cost savings and a discounted cash flows method to estimate the value of future income. The sum of these two values for each trademark is the fair value of the trademark. If the carrying amount of trademarks exceeds the estimated fair value, we calculate impairment as the excess of carrying amount over the estimate of fair value. We tested our acquired trademarks for impairment in the fourth quarters of 2015, 2014 and 2013 and determined that no impairment was indicated. For further information regarding other intangible assets, see Note 9, *Other Intangible Assets*.

Other intangible assets acquired from Octane as of December 31, 2015 have been recorded at provisional fair values. For additional information, see Note 2, *Business Acquisition*.

Impairment of Long-Lived Assets
Long-lived assets, including property, plant and equipment and definite-lived intangible assets, are evaluated for impairment when events or circumstances indicate the carrying value may be impaired. When such an event or condition occurs, we estimate the future undiscounted cash flows to be derived from the use and eventual disposition of the asset to determine whether a potential impairment exists. If the carrying value exceeds estimated future undiscounted cash flows, we record impairment expense to reduce the carrying value of the asset to its estimated fair value. No impairment charges were recorded in 2015, 2014 or 2013.

Revenue Recognition
Direct and Retail product sales and shipping revenues are recorded when products are shipped and title passes to customers. In most instances, Retail sales to customers are made pursuant to a sales contract that provides for transfer of both title and risk of loss to the customer upon our delivery to the carrier. For Direct sales, revenue is generally recognized when products are shipped. Revenue is recognized net of applicable sales incentives, such as promotional discounts, rebates and return allowances. We estimate the revenue impact of incentive programs based on the planned duration of the program and historical experience.

Many Direct business customers finance their purchases through a third-party credit provider, for which we pay a commission or financing fee to the credit provider. Revenue for such transactions is recognized based on the sales price charged to the customer and the related commission or financing fee is included in selling and marketing expense.

Sales Discounts and Returns Allowance
Product sales and shipping revenues are reported net of promotional discounts and return allowances. We estimate the revenue impact of retail sales incentive programs based on the planned duration of the program and historical experience. If the amount of sales incentives is reasonably estimable, the impact of such incentives is recorded at the later of the time the customer is notified of the sales incentive or the time of the sale. We estimate our liability for product returns based on historical experience and record the expected obligation as a reduction of revenue. If actual return costs differ from previous estimates, the amount of the liability and corresponding revenue are adjusted in the period in which such costs occur. Activity in our sales discounts and returns allowance was as follows (in thousands):

	2015	2014	2013
Balance, January 1	$ 4,296	$ 4,106	$ 4,990
Charges to reserve	16,700	15,285	13,345
Reductions for sales discounts and returns	(15,569)	(15,095)	(14,229)
Business acquisition (Note 2)	250	—	—
Balance, December 31	$ 5,677	$ 4,296	$ 4,106

Taxes Collected from Customers and Remitted to Governmental Authorities
Taxes collected from customers and remitted to governmental authorities are recorded on a net basis and excluded from net sales.

Shipping and Handling Fees
Shipping and handling fees billed to customers are recorded net of discounts and included in both net sales and cost of sales.

Cost of Sales
Cost of sales primarily consists of: inventory costs; royalties paid to third parties; employment and occupancy costs of warehouse and distribution facilities, including depreciation of improvements and equipment; transportation expenses; product warranty expenses; distribution information systems expenses; and allocated expenses for shared administrative functions.

Product Warranty Obligations
Our products carry defined warranties for defects in materials or workmanship which, according to their terms, generally obligate us to pay the costs of supplying and shipping replacement parts to customers and, in certain instances, pay for labor and other costs to service products. Outstanding product warranty periods range from thirty days to, in limited circumstances, the lifetime of certain product components. We record a liability at the time of sale for the estimated costs of fulfilling future warranty claims. If necessary, we adjust the liability for specific warranty-related matters when they become known and are reasonably estimable. Estimated warranty expense is included in cost of sales, based on historical warranty claim experience and available product quality data. Warranty expense is affected by the performance of new products, significant manufacturing or design defects not discovered until after the product is delivered to the customer, product failure rates, and higher or lower than expected repair costs. If warranty expense differs from previous estimates, or if circumstances change such that the assumptions inherent in previous estimates are no longer valid, the amount of product warranty obligations is adjusted accordingly.

Litigation and Loss Contingencies
From time to time, we may be involved in various claims, lawsuits and other proceedings. These legal and tax proceedings involve uncertainty as to the eventual outcomes and losses which may be realized when one or more future events occur or fail to occur. We record expenses for litigation and loss contingencies as a component of general and administrative expense when it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. When a loss contingency is not both probable and estimable, we do not establish an accrued liability. However, if the loss (or an additional loss in excess of the accrual) is at least a reasonable possibility and material, then we disclose an estimate of the possible loss or range of loss, if such estimate can be made, or disclose that an estimate cannot be made.

Advertising and Promotion
We expense our advertising and promotion costs as incurred. Production costs of television advertising commercials are recorded as prepaid expenses until the initial broadcast, at which time such costs are expensed. Advertising and promotion costs are included in selling and marketing expenses and totaled $54.8 million, $42.6 million and $35.8 million for the years ended December 31, 2015, 2014 and 2013, respectively. Prepaid advertising and promotion costs were $1.5 million and $1.4 million as of December 31, 2015 and 2014, respectively.

Research and Development
Internal research and development costs, which primarily consist of salaries and wages, employee benefits, expenditures for materials, and fees to use licensed technologies, are expensed as incurred. Third party research and development costs for products under development or being researched, if any, are expensed as the contracted work is performed.

Income Taxes
We account for income taxes based on the asset and liability method, whereby deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using the enacted tax rates expected to be in effect when the temporary differences are expected to be included, as income or expense, in the applicable tax return. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in the period of the enactment. Valuation allowances are provided against deferred income tax assets if we determine it is more likely than not that such assets will not be realized.

Unrecognized Tax Benefits
We recognize a tax benefit from an uncertain tax position when it is more likely than not that the position will be sustained based on the technical merits of the position upon examination, including resolutions of any related appeals or litigation. We recognize tax-related interest and penalties as a component of income tax expense.

Foreign Currency Translation
We translate the accounts of our non-U.S. subsidiaries into U.S. dollars as follows: revenues, expenses, gains and losses are translated at weighted-average exchange rates during the year; and assets and liabilities are translated at the exchange rate on the balance sheet date. Translation gains and losses are reported in our consolidated balance sheets as a component of accumulated other comprehensive income.

Gains and losses arising from foreign currency transactions, including transactions between us and our non-U.S. subsidiaries, are recorded as a component of other income (expense) in our consolidated statements of operations.

Fair Value of Financial Instruments
The carrying values of cash and cash equivalents, trade receivables, prepaids and other current assets, trade payables and accrued liabilities approximate fair value due to their short maturities.

For additional information on financial instruments recorded at fair value on a recurring basis as of December 31, 2015 and 2014, refer to Note 4, *Fair Value Measurements*.

Stock-Based Compensation
We recognize stock-based compensation expense on a straight-line basis over the applicable vesting period, based on the grant-date fair value of the award. To the extent a stock-based award is subject to performance conditions, the amount of expense recorded in a given period, if any, reflects our assessment of the probability of achieving the performance targets.

Fair value of stock options is estimated using the Black-Scholes-Merton option valuation model; fair value of performance share unit ("PSU") awards, restricted stock unit ("RSU") awards and restricted stock awards ("RSA") is based on the closing market price on the day preceding the grant.

We estimate future forfeitures, at the time of grant and in subsequent periods, based on historical turnover rates, previous forfeiture experience and changes in the business or key personnel that would suggest future forfeitures may differ from historical data. We recognize compensation expense for only those stock options and other stock-based awards that are expected to vest. We reevaluate estimated forfeitures monthly and, if applicable, recognize a cumulative effect adjustment in the period of the change if the revised estimate of the impact of forfeitures differs significantly from the previous estimate.

Income Per Share Amounts
Basic income per share amounts were computed using the weighted average number of common shares outstanding. Diluted income per share amounts were calculated using the number of basic weighted average shares outstanding increased by dilutive potential common shares related to stock-based awards, as determined by the treasury stock method.

New Accounting Pronouncements

ASU 2016-02
In February 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2016-02, "Leases (Topic 842)." ASU 2016-02 replaces the existing guidance in Accounting Standards Codification ("ASC") 840, Leases. The new standards would require companies and other organizations to include lease obligations on their balance sheets, including a dual approach for lessee accounting under which a lessee would account for leases as finance leases or operating leases. Both finance leases and operating leases will result in the lessee recognizing a right-of-use ("ROU") asset and a corresponding lease liability. For finance leases the lessee would recognize interest expense and amortization of the ROU asset, and for operating leases the lessee would recognize a straight-line total lease expense. ASU 2016-02 is effective for public companies' annual periods, and interim periods within those fiscal years, beginning after December 15, 2018. We are currently evaluating any potential impact that adoption of ASU 2016-02 may have on our financial position, results of operations and cash flows.

ASU 2015-17
In November 2015, the FASB issued ASU 2015-17, "Income Taxes (Topic 740) - Balance Sheet Classification of Deferred Taxes." ASU 2015-17 simplifies the presentation of deferred income taxes, and requires that deferred tax liabilities and assets be classified as noncurrent in a classified statement of financial position. The amendments apply to all entities that present a classified statement of financial position, and aligns the presentation of deferred income tax assets and liabilities with International Financial Reporting Standards ("IFRS") IAS 1. ASU 2015-17 is effective for public companies' financial statements issued for annual periods beginning after December 15, 2016, and interim periods within those annual periods. Early application is permitted and may be applied either prospectively to all deferred tax liabilities and assets or retrospectively to all periods presented. We do not expect the adoption of ASU 2015-17 to have a material effect on our financial position, results of operations or cash flows.

ASU 2015-11
In July 2015, the FASB issued ASU 2015-11, “Simplifying the Measurement of Inventory (Topic 330).” ASU 2015-11 simplifies the accounting for the valuation of all inventory not accounted for using the last-in, first-out (“LIFO”) method by prescribing inventory be valued at the lower of cost and net realizable value. ASU 2015-11 is effective for public companies' annual periods, including interim periods within those fiscal years, beginning after December 15, 2016 on a prospective basis. Early adoption is

permitted. We do not expect the adoption of ASU 2015-11 to have a material effect on our financial position, results of operations or cash flows.

ASU 2015-05

In April 2015, the FASB issued ASU 2015-05, “Intangibles - Goodwill and Other - Internal-Use Software (Subtopic 350-40).” ASU 2015-05 provides guidance regarding the accounting for a customer's fees paid in a cloud computing arrangement, specifically about whether a cloud computing arrangement includes a software license, and if so, how to account for the software license. ASU 2015-05 is effective for public companies' annual periods, including interim periods, beginning after December 15, 2015. Early adoption is permitted. We do not expect the adoption of ASU 2015-05 to have a material effect on our financial position, results of operations or cash flows.

ASU 2014-12

In June 2014, the FASB issued ASU No. 2014-12, "Compensation - Stock Compensation (Topic 718)." ASU No. 2014-12 addresses accounting for share-based payments when the terms of an award provide that a performance target could be achieved after the requisite service period. ASU 2014-12 indicates that, in such situations, the performance target should be treated as a performance condition and, accordingly, the performance target should not be reflected in estimating the grant-date fair value of the award. Instead, compensation cost should be recognized in the period in which it becomes probable that the performance target will be achieved. ASU 2014-12 is effective for annual periods and interim periods within those annual periods beginning after December 15, 2015. We do not expect the adoption of ASU 2014-12 to have a material effect on our financial position, results of operations or cash flows.

ASU 2014-09

In May 2014, the FASB issued ASU No. 2014-09, "Revenue from Contracts with Customers." ASU 2014-09 clarifies the principles for recognizing revenue and develops a common revenue standard for U.S. GAAP and the International Accounting Standards Board that:

- removes inconsistencies and weaknesses in revenue requirements;
- provides a more robust framework for addressing revenue issues;
- improves comparability of revenue recognition practices across entities, industries, jurisdictions and capital markets;
- provides more useful information to users of financial statements through improved disclosure requirements; and
- simplifies the preparation of financial statements by reducing the number of requirements to which an entity must refer.

ASU 2014-09 is effective, as amended, for annual and interim periods beginning on or after December 15, 2017. While we do not expect the adoption of ASU 2014-09 to have a material effect on our business, we are still evaluating any potential impact that adoption of ASU 2014-09 may have on our financial position, results of operations or cash flows.

ASU 2014-08

In April 2014, the FASB issued ASU No. 2014-08, "Presentation of Financial Statements (Topic 205) and Property, Plant, and Equipment (Topic 360) and Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity". ASU 2014-08 amends the definition for what types of asset disposals are to be considered discontinued operations, and amends the required disclosures for discontinued operations and assets held for sale. ASU 2014-08 also enhances the convergence of the FASB’s and the International Accounting Standard Board’s reporting requirements for discontinued operations. ASU 2014-08 was effective for annual periods beginning on or after December 15, 2014, and interim periods within annual periods beginning on or after December 15, 2015. Our adoption of ASU 2014-08 in January 2015 did not have a material effect on our financial position, results of operations or cash flows.

(2) BUSINESS ACQUISITION

On December 31, 2015, we acquired all of the outstanding capital stock of OF Holdings, Inc., sole parent of Octane Fitness, LLC ("Octane" or "Octane Fitness") for an aggregate base purchase price of $115.0 million, plus net adjustments for working capital and cash acquired on the closing date. We funded the acquisition through an $80.0 million term loan and cash on hand. Based in Brooklyn Park, Minnesota, Octane is a leader in zero-impact training with a line of fitness equipment focused on Retail specialty and commercial channels. The acquisition of Octane is expected to strengthen and diversify our brand portfolio, broaden our distribution and deepen our talent pool. Octane's business is anticipated to be highly complementary to our existing business from both product and channel perspectives and create numerous revenue synergies for us.

Since the acquisition occurred on December 31, no amount of net sales or net income related to the Octane business were included in our reported 2015 amounts. We expect to categorize Octane's results of operations in our Retail segment.

Total acquisition costs incurred through December 31, 2015 were $0.6 million and were expensed in general and administrative costs.

Purchase Price Allocation
Acquired assets and liabilities were recorded at estimated fair value as of the acquisition date. The excess of the purchase price over the estimated fair value of identifiable net assets resulted in the recognition of goodwill of $58.4 million, all of which was assigned to the Retail segment, and is attributed primarily to Octane's intellectual property base, benefits of access to different markets and customers, and employee workforce. The goodwill is not expected to be deductible for income tax purposes.

The goodwill was determined on the basis of the provisional fair values of the assets and liabilities identified as of the acquisition date. It may be adjusted, within a period of no more than 12 months from the acquisition date, if the provisional fair values change as a result of circumstances existing at the acquisition date. Such fair value adjustments may arise in respect to intangible assets, inventories, and property, plant and equipment, upon completion of the necessary valuations and physical verifications of such assets. The amount of deferred taxes may also be adjusted during the measurement period.

As of December 31, 2015, the fair values of the assets acquired and liabilities assumed for the acquisition of Octane are provisional because final appraisals and/or valuations have not yet been completed. The following table summarizes the preliminary fair values of the net assets acquired and liabilities assumed, net of any working capital and other adjustments, as of December 31, 2015 (in thousands):

	Preliminary Valuation at December 31, 2015
Cash	$ 7,759
Accounts receivable	12,507
Inventories	12,168
Prepaid expenses	1,028
Deferred tax assets	1,287
Property, plant and equipment	3,240
Intangible assets	63,100
Total assets acquired	$ 101,089
Accounts payable	6,215
Accrued liabilities	1,614
Warranty obligations	5,550
Deferred tax liabilities, non-current	20,914
Other non-current liabilities	519
Total liabilities assumed	$ 34,812
Net identifiable assets acquired	$ 66,277
Goodwill	58,357
Net assets acquired	$ 124,634

The following table sets forth the components of identifiable intangible assets and their estimated fair values and useful lives as of December 31, 2015 (dollars in thousands):

	Estimated fair value	Estimated useful life (years)	Weighted-average amortization period (years)
Trade name - Octane Fitness	$ 23,000	Indefinite	N/A
Trade name - others	2,600	10 - 15	12.5
Patents	12,800	11 - 24	18
Customer relationships	24,700	10 - 15	13
	$ 63,100		

Summary of Unaudited Pro Forma Information

The following table reflects the unaudited pro forma consolidated results of operations for the period presented, as though the acquisition of Octane had occurred on January 1, 2014 (in thousands):

	(unaudited) Year Ended December 31,	
	2015	2014
Net sales	$ 400,078	$ 338,990
Net income	29,352	20,233
Net income per share:		
Basic	$ 0.94	$ 0.65
Diluted	0.93	0.64

The unaudited pro forma financial information is presented for illustrative purposes only and is not indicative of the results of operations that would have been realized if the acquisition had been completed on the date indicated, nor is it indicative of future operating results. The pro forma results do not include, for example, the effects of anticipated synergies from combining the two companies.

(3) DISCONTINUED OPERATIONS

Following is a summary of certain financial information regarding our discontinued operations (in thousands):

	Year Ended December 31,		
	2015	2014	2013
Loss from discontinued operations before income taxes	$ (601)	$ (1,134)	$ (559)
Income tax expense (benefit)	(400)	454	(389)
Total loss from discontinued operations	$ (201)	$ (1,588)	$ (170)

The following table summarizes liabilities for exit costs related to discontinued operations, included in accrued liabilities and other long-term liabilities in our consolidated balance sheets (in thousands):

	Facilities Leases
Balance as of January 1, 2013	$ 1,118
Payments	(287)
Balance as of December 31, 2013	831
Payments	(258)
Balance as of December 31, 2014	573
Payments	(273)
Balance as of December 31, 2015	$ 300

We expect the lease obligations to be paid out through 2016.

(4) FAIR VALUE MEASUREMENTS

Factors used in determining the fair value of financial assets and liabilities are summarized into three broad categories:

- Level 1 - observable inputs such as quoted prices (unadjusted) in active liquid markets for identical securities as of the reporting date;
- Level 2 - other significant directly or indirectly observable inputs, including quoted prices for similar securities, interest rates, prepayment speeds and credit risk; or observable market prices in markets with insufficient volume and/or infrequent transactions; and
- Level 3 - significant inputs that are generally unobservable inputs for which there is little or no market data available, including our own assumptions in determining fair value.

Assets measured at fair value on a recurring basis as of December 31, 2015 and 2014 were as follows (in thousands):

	December 31, 2015			
	Level 1	Level 2	Level 3	Total
Cash Equivalents				
Money market funds	$ 1	$ —	$ —	$ 1
Corporate bonds	—	733	—	733
Total Cash Equivalents	1	733	—	734
Available-for-Sale Securities				
Certificates of deposit[(1)]	—	25,234	—	25,234
Corporate bonds	—	4,764	—	4,764
Total Available-for-Sale Securities	—	29,998	—	29,998
Total assets measured at fair value	$ 1	$ 30,731	$ —	$ 30,732

	December 31, 2014			
	Level 1	Level 2	Level 3	Total
Cash Equivalents				
Money market funds	$ 2,591	$ —	$ —	$ 2,591
Certificates of deposit[(1)]	—	980	—	980
Commercial paper	—	12,497	—	12,497
Variable-rate demand notes	—	8,000	—	8,000
Total Cash Equivalents	2,591	21,477	—	24,068
Available-for-Sale Securities				
Certificates of deposit[(1)]	—	14,202	—	14,202
Corporate bonds	—	12,782	—	12,782
Total Available-for-Sale Securities	—	26,984	—	26,984
Total assets measured at fair value	$ 2,591	$ 48,461	$ —	$ 51,052

[(1)] All certificates of deposit are within current FDIC insurance limits.

We recognize transfers between levels at the actual date of the event or change in circumstance that caused the transfer. There were no transfers between levels during the year ended December 31, 2015. We did not have any changes to our valuation techniques during the year ended December 31, 2015.

We classify our marketable securities as available-for-sale and, accordingly, record them at fair value. Level 1 investment valuations are obtained from real-time quotes for transactions in active exchange markets involving identical assets. Level 2 investment valuations are obtained from inputs, other than quoted market prices in active markets, that are directly or indirectly observable in the marketplace and quoted prices in markets with limited volume or infrequent transactions. The factors or methodology used for valuing securities are not necessarily an indication of the risk associated with investing in those securities. Unrealized holding gains and losses are excluded from earnings and are reported net of tax in other comprehensive income until realized. During the years ended December 31, 2015 and 2014, we did not record any other-than-temporary impairments on our financial assets required to be measured at fair value on a nonrecurring basis.

We recognize or disclose the fair value of certain assets, such as non-financial assets, primarily property, plant and equipment, goodwill, other intangible assets and certain other long-lived assets in connection with impairment evaluations. All of our nonrecurring valuations use significant unobservable inputs and therefore fall under Level 3 of the fair value hierarchy. Other than our annual goodwill and indefinite-lived trade names impairment valuations effective as of October 1, 2015 and 2014, we did not perform any valuations on assets or liabilities that are valued at fair value on a nonrecurring basis.

The carrying value of our term loan approximates its fair value and falls under Level 2 of the fair value hierarchy, as the interest rate is variable and based on current market rates.

(5) TRADE RECEIVABLES

Trade receivables, net, consisted of the following (in thousands):

	December 31,	
	2015	**2014**
Trade receivables	$ 46,073	$ 26,368
Allowance for doubtful accounts	(918)	(108)
	$ 45,155	$ 26,260

Changes in our allowance for doubtful trade receivables were as follows (in thousands):

	2015	**2014**	**2013**
Balance, January 1	$ 108	$ 53	$ 93
Charges to bad debt expense	786	104	588
Recoveries (write-offs), net	24	(49)	(628)
Balance, December 31	$ 918	$ 108	$ 53

(6) INVENTORIES

Inventories consisted of the following (in thousands):

	December 31,	
	2015	**2014**
Finished goods	$ 39,115	$ 23,765
Parts and components	3,614	1,131
	$ 42,729	$ 24,896

(7) PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment consisted of the following (in thousands):

	Estimated Useful Life (in years)	December 31, 2015	December 31, 2014
Automobiles	5 to 6	$ 139	$ 23
Leasehold improvements	5 to 20	3,397	2,144
Computer equipment	3 to 7	23,991	25,397
Machinery and equipment	3 to 5	10,867	6,709
Furniture and fixtures	5	1,605	1,108
Work in progress [1]	N/A	1,655	421
Total cost		41,654	35,802
Accumulated depreciation		(24,890)	(26,168)
		$ 16,764	$ 9,634

[1] Work in progress includes computer hardware and software and production tooling construction in progress.
Depreciation expense was as follows (in thousands):

	Year Ended December 31, 2015	2014	2013
Depreciation expense	$ 2,558	$ 1,983	$ 1,254

(8) GOODWILL

The rollforward of goodwill was as follows (in thousands):

	Direct	Retail	Total
Balance, January 1, 2013	$ 2,940	$ —	$ 2,940
Currency exchange rate adjustment	(200)	—	(200)
Balance, December 31, 2013	2,740	—	2,740
Currency exchange rate adjustment	(220)	—	(220)
Balance, December 31, 2014	2,520	—	2,520
Currency exchange rate adjustment	(407)	—	(407)
Business acquisition (Note 2)	—	58,357	58,357
Balance, December 31, 2015	$ 2,113	$ 58,357	$ 60,470

(9) OTHER INTANGIBLE ASSETS

Other intangible assets consisted of the following (in thousands):

	Estimated Useful Life (in years)	December 31, 2015	December 31, 2014
Indefinite-lived trademarks	N/A	$ 32,052	$ 9,052
Definite-lived trademarks	10 to 15	2,600	—
Patents	8 to 24	31,487	18,154
Customer relationships	10 to 15	24,700	—
		90,839	27,206
Accumulated amortization - definite-lived intangible assets		(17,485)	(16,631)
		$ 73,354	$ 10,575

Amortization expense was as follows (in thousands):

	Year Ended December 31,		
	2015	2014	2013
Amortization expense	$ 854	$ 2,040	$ 2,050

Future amortization of definite-lived intangible assets is as follows (in thousands):

2016	$ 3,553
2017	3,255
2018	3,162
2019	3,132
2020	3,106
Thereafter	25,094
	$ 41,302

(10) ACCRUED LIABILITIES

Accrued liabilities consisted of the following (in thousands):

	December 31,	
	2015	2014
Payroll and related liabilities	$ 6,556	$ 5,058
Other	6,471	4,793
	$ 13,027	$ 9,851

(11) PRODUCT WARRANTIES

Changes in our product warranty obligations were as follows (in thousands):

	2015	2014	2013
Balance, January 1	$ 2,246	$ 1,638	$ 2,492
Accruals	2,302	2,264	1,097
Adjustments	—	—	(186)
Payments	(1,553)	(1,656)	(1,765)
Business acquisition (Note 2)	5,550	—	—
Balance, December 31	$ 8,545	$ 2,246	$ 1,638

(12) BORROWINGS

Term Loan and Line of Credit

On December 31, 2015 we entered into an amendment (the “Amendment”) to our existing Credit Agreement, dated December 5, 2014, with JPMorgan Chase Bank, N.A. (“Chase Bank”) that provided for an $80 million term loan to finance the acquisition described in Note 2, *Business Acquisition*, above (the “Term Loan”). The Term Loan and our existing $20 million revolving line of credit with Chase Bank are secured by substantially all of the assets of Nautilus. The Term Loan matures on December 31, 2020. The Amendment also extended the maturity date of our existing revolving line of credit to December 31, 2020.

The Credit Agreement, as amended, contains customary covenants, including minimum fixed charge coverage ratio and funded debt to EBITDA ratio, and limitations on capital expenditures, mergers and acquisitions, indebtedness, liens, dispositions, dividends and investments. The Credit Agreement also contains customary events of default. Upon an event of default, the lender may terminate its credit line commitment, accelerate all outstanding obligations and exercise its remedies under the continuing security agreement.

Borrowing availability under the Credit Agreement is subject to our compliance with certain financial and operating covenants at the time borrowings are requested. Letters of credit under the Credit Agreement are treated as a reduction of the available borrowing amount and are subject to covenant testing.

The interest rate applicable to the Term Loan and to each advance under the revolving line of credit is based on either Chase Bank's floating prime rate or adjusted LIBOR, plus an applicable margin. As of December 31, 2015, our borrowing rate for the Term Loan and line of credit advances was 1.68%.

As of December 31, 2015, we had outstanding borrowings of $80.0 million on our term loan and $0.5 million in letters of credit issued under the Credit Agreement with expiration dates through April 2016. As of December 31, 2015, we were in compliance with the financial covenants of the Credit Agreement and approximately $19.5 million was available for borrowing under the line of credit.

Maturities of our Term Loan over the next five years are as follows (in thousands):

2016	$ 16,000
2017	16,000
2018	16,000
2019	16,000
2020	16,000
	$ 80,000

(13) INCOME TAXES

Income Tax Expense

Income from continuing operations before income taxes was as follows (in thousands):

	Year Ended December 31,		
	2015	2014	2013
United States	$ 39,242	$ 29,115	$ 15,386
Non-U.S.	780	1,109	653
	$ 40,022	$ 30,224	$ 16,039

Income tax expense (benefit) from continuing operations was as follows (in thousands):

	Year Ended December 31,		
	2015	2014	2013
Current:			
U.S. federal	$ 858	$ 1,086	$ 541
U.S. state	171	100	56
Non-U.S.	355	222	(12)
Total current	1,384	1,408	585
Deferred:			
U.S. federal	11,324	8,913	(29,552)
U.S. state	573	(558)	(3,370)
Non-U.S.	(62)	78	252
Total deferred	11,835	8,433	(32,670)
	$ 13,219	$ 9,841	$ (32,085)

Following is a reconciliation of the U.S. statutory federal income tax rate with our effective income tax rate for continuing operations:

	Year Ended December 31,		
	2015	2014	2013
U.S. statutory income tax rate	35.0 %	35.0 %	35.0 %
State tax, net of U.S. federal tax benefit	2.6	2.5	2.9
Non-U.S. income taxes	(0.1)	(0.3)	1.2
Nondeductible operating expenses	0.8	0.2	(0.4)
Research and development credit	(0.6)	(2.4)	(0.7)
Change in deferred tax measurement rate	—	0.1	0.2
Change in uncertain tax positions	1.1	1.5	2.2
Expiration of capital loss carryforward	—	—	26.9
Change in valuation allowance	(5.8)	(4.1)	(267.6)
Other	—	0.1	0.2
Effective income tax rate	33.0 %	32.6 %	(200.1)%

Deferred Income Taxes

Individually significant components of deferred income tax assets and liabilities were as follows (in thousands):

	December 31,	
	2015	2014
Deferred income tax assets:		
Accrued liabilities	$ 6,392	$ 3,510
Allowance for doubtful accounts	467	33
Inventory valuation	818	377
Capitalized indirect inventory costs	671	295
Stock-based compensation expense	693	558
Deferred rent	869	—
Net operating loss carryforward	3,361	19,742
Basis difference on long-lived assets	1,810	3,289
Credit carryforward	3,736	4,565
Other	171	339
Gross deferred income tax assets	18,988	32,708
Valuation allowance	(888)	(6,156)
Deferred income tax assets, net of valuation allowance	18,100	26,552
Deferred income tax liabilities:		
Prepaid advertising	(523)	(467)
Other prepaids	(579)	(696)
Basis difference on long-lived assets	(26,285)	(3,355)
Undistributed earnings of foreign subsidiaries	(188)	(179)
Other	(1)	(1)
Deferred income tax liabilities	(27,576)	(4,698)
Net deferred income tax assets (liabilities)	$ (9,476)	$ 21,854

Our net deferred income tax assets (liabilities) were recorded on our consolidated balance sheets as follows (in thousands):

	December 31,	
	2015	2014
Deferred income tax assets	$ 8,904	$ 12,368
Long-term deferred income tax assets	—	9,546
Long-term deferred income tax liabilities	(18,380)	—
Other long-term liabilities	—	(60)
Net deferred income tax assets (liabilities)	$ (9,476)	$ 21,854

The table of deferred tax assets and liabilities shown above does not include certain deferred tax assets as of December 31, 2015 and 2014, that arose directly from tax deductions related to equity compensation greater than compensation recognized for financial reporting. Instead, equity will be increased by $1.4 million if and when such deferred tax assets are ultimately realized. We use FASB ASC 740 ordering for purposes of determining when excess tax benefits have been realized.

We account for income taxes based on the asset and liability method, whereby deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts and the tax basis of existing assets and liabilities. We have recorded a valuation allowance to reduce our deferred income tax assets to the amount we believe is more likely than not to be realized. Evaluating the need for, and amount of, a valuation allowance for deferred tax assets often requires significant judgment and extensive analysis of all available evidence on a jurisdiction-by-jurisdiction basis. Such judgments require us to interpret existing tax law and other published guidance as applied to our circumstances. As part of this assessment, we consider both positive and negative evidence. The weight given to the potential effect of positive and negative evidence must be commensurate with the extent to which the strength of the evidence can be objectively verified.

Each quarter, we assess the total weight of positive and negative evidence including cumulative income or loss for the past three years and forecasted taxable income and re-evaluate whether any adjustments or release of all or any portion of valuation allowance is appropriate. As a result of this evaluation, in 2014, we determined that a portion of the existing valuation allowance against the state net operating loss deferred tax assets was no longer necessary. Accordingly, an income tax benefit of $1.2 million was recorded in the fourth quarter of 2014 related to the reduction of our existing valuation allowance. Further, in the fourth quarter of 2015, after re-evaluating the potential realization of the remainder of our deferred income tax assets, we concluded that, as of December 31, 2015, the existing valuation allowance against the foreign tax credit deferred tax assets as well as the substantially all of the remaining valuation allowance against the state net operating loss deferred tax assets were no longer necessary. As such, an income tax benefit of $2.4 million was recorded in the fourth quarter of 2015 related to the reduction of our existing valuation allowance.

As of December 31, 2015, we have a valuation allowance against net deferred income tax assets of $0.9 million. Of the remaining valuation allowance, $0.6 million primarily relates to domestic tax credit carryforwards as we currently do not anticipate generating the income of appropriate character to utilize those credits. The remainder of $0.3 million relates to foreign net operating loss carryforwards. Should it be determined in the future that it is more likely than not that our domestic deferred income tax assets will be realized, an additional valuation allowance would be released during the period in which such an assessment is made. There have been no material changes to our foreign operations since December 31, 2014 and, accordingly, we maintain our existing valuation allowance on foreign deferred income tax assets in such jurisdictions at December 31, 2015.

Income Tax Carryforwards
As of December 31, 2015, we had the following income tax carryforwards (in millions):

	Amount	Expires in
Net operating loss carryforwards		
U.S. State	$ 71.1	2016 - 2035
China	$ 0.3	2020
Italy	$ 0.8	2016 - 2017
Income tax credit carryforwards		
U.S. Federal	$ 3.2	2018 - 2035
U.S. State	$ 0.5	2018 - 2022

As previously mentioned, the table of tax attributes shown above does not include deferred tax assets created by, and associated with, excess tax benefits arose directly from tax deductions related to equity compensation greater than compensation recognized for financial reporting.

The timing and manner in which we are permitted to utilize our net operating loss carryforwards may be limited by Internal Revenue Code Section 382, *Limitation on Net Operating Loss Carry-forwards and Certain Built-in-Losses Following Ownership Change*.

Unrecognized Tax Benefits

Following is a reconciliation of gross unrecognized tax benefits from uncertain tax positions, excluding the impact of penalties and interest (in thousands):

	Year Ended December 31,		
	2015	**2014**	**2013**
Balance, January 1	$ 2,768	$ 1,964	$ 2,530
Additions for tax positions taken in prior years	1	72	166
Reductions for tax positions taken in prior years	(426)	—	(472)
Additions for tax positions related to the current year	43	821	54
Settlements	—	—	—
Lapses of statutes of limitations	—	(89)	(314)
Other	133	—	—
Balance, December 31	$ 2,519	$ 2,768	$ 1,964

Of the $2.5 million of gross unrecognized tax benefits from uncertain tax positions outstanding as of December 31, 2015, $2.4 million would affect our effective tax rate if recognized.

We recorded tax-related interest and penalties of $0.5 million, $0.4 million and $0.0 million in 2015, 2014 and 2013, respectively. We had a cumulative liability for interest and penalties related to uncertain tax positions as of December 31, 2015 and 2014 of $2.5 million and $2.0 million, respectively.

Our U.S. federal income tax returns for 2009 through 2015 are open to review by the U.S. Internal Revenue Service. Our state income tax returns for 2006 through 2015 are open to review, depending on the respective statute of limitation in each state. In addition, we file income tax returns in several non-U.S. jurisdictions with varying statutes of limitation.

As of December 31, 2015, we believe it is reasonably likely that, within the next 12 months, $0.6 million of the previously unrecognized tax benefits related to certain non-U.S. filing positions will be recognized as we anticipate the deregistration of certain entities.

(14) ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)

Accumulated other comprehensive income (loss), net of applicable taxes, reported on our consolidated balance sheets consists of unrealized holding gains and losses on available-for-sale securities and foreign currency translation adjustments. The following table sets forth the changes in accumulated other comprehensive income (loss), net of tax (in thousands):

	Unrealized Gain (Loss) on Available-for-Sale Securities	**Foreign Currency Translation Adjustments**	**Total**
Balance, January 1, 2013	$ —	$ 625	$ 625
Current period other comprehensive loss	—	(381)	(381)
Balance, December 31, 2013	—	244	244
Current period other comprehensive loss	(18)	(534)	(552)
Balance, December 31, 2014	(18)	(290)	(308)
Current period other comprehensive income (loss)	2	(1,021)	(1,019)
Balance, December 31, 2015	$ (16)	$ (1,311)	$ (1,327)

(15) STOCK-BASED COMPENSATION

2015 Long-Term Incentive Plan

On April 28, 2015, our shareholders approved our 2015 Long-Term Incentive Plan (the "2015 Plan"), which replaced our 2005 Long-Term Incentive Plan that expired in 2015. The 2015 Plan is administered by the Compensation Committee of the Board of Directors and authorizes us to grant various types of stock-based awards including: stock options, stock appreciation rights, RSAs, RSUs and PSUs. Stock options granted under the 2015 Plan shall not have an exercise price less than the fair market value of our common stock on the date of the grant. The exercise price of a stock option or stock appreciation right may not be reduced without shareholder approval. Stock options generally vest over periods of three or four years of continuous service, commencing on the date of grant. Stock options granted under the 2015 Plan have a seven-year contractual term.

Upon adoption, there were approximately 4.8 million shares available for issuance under the 2015 Plan. The number of shares available for issuance upon adoption of the 2015 Plan included new shares approved plus any shares of common stock which were previously reserved for issuance under our preceding plan, and were not subject to grant as of April 28, 2015 or as to which the stock-based compensation award is forfeited on or after April 28, 2015. The number of shares available for issuance is reduced by (i) two shares for each share delivered in settlement of any stock appreciation rights, for each share of RSA, RSU or PSU award, and (ii) one share for each share delivered in settlement of a stock option award. In no event shall more than 1.0 million aggregate shares of common stock subject to stock options, stock appreciation rights, RSA, RSU or PSU awards be granted to any one participant in any one year under the 2015 Plan. At December 31, 2015, we had 4.5 million shares available for future grant under our 2015 Plan, and a total of 5.4 million shares of our common stock are reserved for future issuance pursuant to the 2015 Plan and our previous plan combined.

Stock Option Activity

Stock option activity was as follows (shares in thousands):

	Options Outstanding	Weighted-Average Exercise Price
Outstanding at December 31, 2014	798	$ 4.41
Granted	18	16.21
Forfeited, canceled or expired	(12)	15.40
Exercised	(284)	3.70
Outstanding at December 31, 2015	520	$ 5.01

Certain information regarding options outstanding at December 31, 2015 was as follows:

	Options Outstanding	Options Exercisable	Options Vested and Expected to Vest
Number (in thousands)	520	373	520
Weighted-average exercise price	$ 5.01	$ 3.47	$ 5.01
Aggregate intrinsic value (in thousands)	$ 6,099	$ 4,940	$ 6,099
Weighted average remaining contractual term (in years)	3.9	3.4	3.9

RSU Activity

Compensation expense for RSUs is recognized over the estimated vesting period. Following is a summary of RSU activity (shares in thousands):

	RSUs Outstanding	Weighted-Average Grant Date Fair Value per Share
Outstanding at December 31, 2014	87	$ 5.93
Granted	69	17.58
Vested	(46)	4.54
Outstanding at December 31, 2015	110	$ 13.73

PSU Activity

Compensation expense for PSUs is recognized over the estimated requisite service period based on the number of PSUs ultimately expected to vest.

In February and August 2012, we granted PSU awards to certain executive officers covering a total of 82,000 shares of our common stock. The PSUs vested based on achievement of certain operating income and return on asset goals established for a three-year performance period. The number of PSUs that vest can range from 60% of the PSUs if minimum thresholds are achieved to a maximum of 150%. These awards vested in full at the 150% maximum achievement, net of forfeitures, for a total of 95,250 shares.

In May 2013, we granted PSU awards to certain of our executive officers covering a total of 24,500 shares of our common stock. The PSUs vest based on achievement of certain operating income and return on asset goals established for a three-year performance period. The number of shares vesting under the PSU awards following conclusion of the performance period will be determined based on the level at which the financial goals are achieved. The number of shares vesting can range from 60% of the PSU awards if minimum thresholds are achieved to a maximum of 150%. These awards are expected to vest in full at the 150% maximum achievement, with the exception of any forfeitures.

In February 2014, we granted PSU awards to certain of our executive officers covering a total of 82,494 shares of our common stock. The PSUs vest based on achievement of goals established for operating income and revenue growth for a three-year performance period. The number of shares vesting under the PSU awards following conclusion of the performance period will be determined based on the level at which the financial goals are achieved. The number of shares vesting can range from 60% of the PSU awards if minimum thresholds are achieved to a maximum of 150%.

In April and September 2015, we granted PSU awards to certain of our executive officers and management team covering a total of 56,820 shares of our common stock. The PSUs vest based on achievement of goals established for certain operating income and return on asset criteria for a three-year performance period. The number of shares vesting under the PSU awards following conclusion of the performance period will be determined based on the level at which the financial goals are achieved. The number of shares vesting can range from 60% of the PSU awards if minimum thresholds are achieved to a maximum of 150%.

In December 2015, we granted PSU awards to a certain executive officer and management team personnel covering a total of 117,230 shares of our common stock. The PSUs vest based on achievement of certain operating income and operating margin goals for a three-year performance period. The number of shares vesting under the PSU awards following conclusion of the performance period will be determined based on the level at which the financial goals are achieved.

Following is a summary of PSU activity (shares in thousands):

	PSUs Outstanding	Weighted-Average Grant Date Fair Value per Share
Outstanding at December 31, 2014	166	$ 5.97
Granted and additional goal shares awarded	206	14.87
Vested	(95)	2.85
Outstanding at December 31, 2015	277	$ 13.67

Stock-Based Compensation

We receive income tax deductions as a result of the exercise of certain stock options and vesting of RSUs and PSUs. Stock-based compensation expense, primarily included in general and administrative expense, was as follows (in thousands):

	Year Ended December 31,		
	2015	2014	2013
Stock options	$ 327	$ 592	$ 337
RSUs	544	121	54
PSUs	575	353	63
ESPP	38	—	—
	$ 1,484	$ 1,066	$ 454

Certain other information regarding our stock-based compensation was as follows (in thousands, except per share amounts):

	Year Ended December 31,		
	2015	2014	2013
Weighted average grant-date per share fair value of stock options granted	$ 8.94	$ 5.36	$ 4.37
Total intrinsic value of stock options exercised	4,142	736	451
Fair value of RSUs vested	673	872	545
Fair value of PSUs vested	1,454	—	386

As of December 31, 2015, unrecognized compensation expense for outstanding, but unvested stock option awards was $0.4 million, which is expected to be recognized over a weighted average period of 1.2 years.

Employee Stock Purchase Plan

On April 28, 2015, our shareholders approved our Employee Stock Purchase Plan (the "ESPP"). The ESPP is administered by the Compensation Committee of the Board of Directors and provides a means by which eligible employees may be given an opportunity to purchase shares of our common stock at a discount using payroll deductions. The ESPP authorizes the issuance of up to 0.5 million shares of our common stock, subject to adjustment as provided in the ESPP for stock splits, stock dividends, recapitalizations and other similar events.

Pursuant to the ESPP, and subject to certain limitations specified therein, eligible employees may elect to purchase shares of our common stock in one or more of a series of offerings conducted pursuant to the procedures set forth in the ESPP at a purchase price equal to 90% of the lower of the fair market value of the common stock on the first trading day of the offering period or on the last day of the offering period. Offering periods commence on May 15 and November 15 of each year and are six-months in duration, with the exception of the first offering period in 2015, which was a four-month offering. Purchases under the ESPP may be made exclusively through payroll deductions.

Persons eligible to participate in the ESPP generally include employees who have been employed for at least 12 months prior to the applicable offering date and who, immediately upon purchasing shares under the ESPP, would own directly or indirectly, an aggregate of less than 5% of the total combined voting power or value of all outstanding shares of our common stock.

ESPP activity was as follows (shares in thousands):

	Shares Available for Issuance	Weighted-Average Purchase Price	Weighted-Average Discount per Share
Balance at December 31, 2014	—		
Shares upon ESPP adoption	500		
Employee shares purchased	(7)	$ 16.69	$ 1.85
Balance at December 31, 2015	493		

Assumptions used in calculating the fair value of stock option grants and employee stock purchases were as follows:

	Year Ended December 31,			
	2015		2014	2013
	ESPP	Options	Options	Options
Dividend yield	—%	—%	—%	—%
Risk-free interest rate	0.1%	1.6%	1.7%	0.9%
Expected life (years)	N/A	4.28	4.75	4.75
Expected volatility	43%	71%	80%	89%

Dividend yield is based on our current expectation that no dividend payments will be made in future periods.

Risk-free interest rate is the U.S. Treasury zero-coupon rate, as of the grant date, for issues having a term approximately equal to the expected life of the stock option.

Expected life is the period of time over which stock options are expected to remain outstanding. We calculate expected term based on the average of the sum of the vesting periods and the full contractual term.

Expected volatility is the percentage amount by which the price of our common stock is expected to fluctuate annually during the estimated expected life for stock options. Expected price volatility is calculated using historical daily closing prices over a period matching the weighted-average expected life, as management believes such changes are the best indicator of future volatility.

(16) STOCK REPURCHASE PROGRAM

On November 3, 2014, our Board of Directors approved a stock repurchase program that authorizes us to repurchase up to $15.0 million of our outstanding common stock from time to time over a period of 24 months. The repurchase program expires November 3, 2016. Share repurchases will be funded with existing cash balances and repurchased shares will be retired and returned to unissued authorized shares. Repurchases pursuant to the program were as follows:

Quarter Ended	Number of Shares	Repurchased Amount	Average Price per Share
March 31, 2015	133,877	$1,995,982	$14.91
September 30, 2015	577,831	9,571,545	16.56
Totals to Date	711,708	$11,567,527	$16.25

As of December 31, 2015, $3.4 million remains available for future repurchases.

(17) INCOME PER SHARE

The weighted average numbers of shares outstanding used to compute income per share amounts were as follows (in thousands):

	Year Ended December 31,		
	2015	2014	2013
Shares used for basic per share calculations	31,288	31,253	31,072
Dilutive effect of outstanding options, PSUs and RSUs	301	435	385
Shares used for diluted per share calculations	31,589	31,688	31,457

The weighted average numbers of shares outstanding listed in the table below were anti-dilutive and excluded from the computation of diluted income per share, primarily because the average market price did not exceed the exercise price. These shares may be dilutive potential common shares in the future (in thousands):

	As of December 31,		
	2015	2014	2013
Stock options	12	225	304
PSUs	—	—	12

(18) 401(k) SAVINGS PLAN

The Company sponsors a 401(k) savings plan that allows eligible employees to contribute a certain percentage of their salary. Employees are automatically enrolled within the first month of employment and have the ability to opt out. As a safe harbor plan sponsor, we are subject to non-discretionary matching contributions. Currently, we match 100% of the employee's first 1% of eligible pay contributed plus 50% of eligible pay contributed on the next 5%, for a maximum employer matching of 3.5%. Employees vest in the employer matching portions at 25% after the first year of employment, and 100% after two years of employment. Our matching contributions for the savings plan were as follows (in thousands):

	Year ended December 31,		
	2015	2014	2013
401(k) matching contributions	$ 746	$ 631	$ 544

(19) SEGMENT AND ENTERPRISE-WIDE INFORMATION

In accordance with FASB ASC 280, *Segment Reporting*, Nautilus determined that it has three operating segments as of December 31, 2015 - Direct, Retail and Octane. Based on the aggregation criteria of ASC 280-10, we determined that two of the operating segments (Retail and Octane) can be aggregated due to these segments having similar economic characteristics and meeting the aggregation criteria. As a result, we have two reportable segments - Direct and Retail. This financial reporting structure was effective as of December 31, 2015, the acquisition date of Octane. Since the acquisition occurred on December 31, no amount of net sales, contribution or expenses related to the Octane business were included in our reported Retail segment results for 2015. Retail segment assets, however, do include the identifiable assets acquired from Octane, as further discussed in Note 2, *Business Acquisition*.

We evaluate performance using several factors, of which the primary financial measures are net sales and reportable segment contribution. Contribution is the measure of profit or loss, defined as net sales less product costs and directly attributable expenses. Directly attributable expenses include selling and marketing expenses, general and administrative expenses, and research and development expenses that are directly related to segment operations. Segment assets are those directly assigned to an operating segment's operations, primarily accounts receivable, inventories, goodwill and other intangible assets. Unallocated assets primarily include cash and cash equivalents, available-for-sale securities, shared information technology infrastructure, distribution centers, corporate headquarters, prepaids and other current assets, deferred income tax assets and other assets. Capital expenditures directly attributable to the Direct and Retail segments were not significant in any period.

The accounting policies of the reportable segments are the same as the policies described in Note 1, *Significant Accounting Policies*.

Following is summary information by reportable segment (in thousands):

	Year Ended December 31,		
	2015	2014	2013
Net Sales:			
Direct	$ 225,595	$ 175,593	$ 136,663
Retail	106,195	93,223	76,775
Unallocated royalty income	3,974	5,631	5,365
Consolidated net sales	$ 335,764	$ 274,447	$ 218,803
Contribution:			
Direct	$ 39,940	$ 29,345	$ 14,126
Retail	12,850	13,279	11,431
Unallocated royalty income	3,974	5,631	5,365
Consolidated contribution	$ 56,764	$ 48,255	$ 30,922
Reconciliation of consolidated contribution to income from continuing operations:			
Consolidated contribution	$ 56,764	$ 48,255	$ 30,922
Amounts not directly related to segments:			
Operating expenses	(16,493)	(18,101)	(15,198)
Other income, net	(249)	70	315
Income tax expense (benefit)	13,219	9,841	(32,085)
Income from continuing operations	$ 26,803	$ 20,383	$ 48,124
Depreciation and amortization expense:			
Direct	$ 868	$ 1,913	$ 1,956
Retail	757	643	642
Unallocated corporate	1,787	1,468	746
Total depreciation and amortization expense	$ 3,412	$ 4,024	$ 3,344

	December 31,	
Assets:	2015	2014
Direct	$ 35,356	$ 25,263
Retail	202,696	37,203
Unallocated corporate	77,860	113,188
Total assets	$ 315,912	$ 175,654

Net sales by geographic area were as follows:

	Year Ended December 31,		
	2015	2014	2013
U.S.	$ 295,366	$ 231,230	$ 181,381
Canada	33,230	35,367	34,166
All other	7,168	7,850	3,256
	$ 335,764	$ 274,447	$ 218,803

There are no material long-lived assets held outside of the U.S.

In 2015, 2014 and 2013, Amazon.com accounted for 11.1%, 11.3% and 11.2%, respectively, of our net sales.

(20) COMMITMENTS AND CONTINGENCIES

Operating Leases

We lease property and equipment under non-cancellable operating leases which, in the aggregate, extend through 2025. Many of these leases contain renewal options and provide for rent escalations and payment of real estate taxes, maintenance, insurance and certain other operating expenses of the properties. Rent expense under all operating leases was as follows (in thousands):

	Year Ended December 31,		
	2015	**2014**	**2013**
Rent expense	$ 5,033	$ 3,625	$ 3,473

As of December 31, 2015, future minimum lease payments under non-cancellable leases, reduced for sublease income, were as follows (in thousands):

2016	$ 5,327
2017	4,439
2018	3,892
2019	3,989
2020	3,894
Thereafter	8,731
	$ 30,272

Guarantees, Commitments and Off-Balance Sheet Arrangements

As of December 31, 2015, we had approximately $0.5 million in letters of credit with certain vendors with expiration dates through April 2016.

We have long lead times for inventory purchases and, therefore, must secure factory capacity from our vendors in advance. As of December 31, 2015, we had approximately $32.0 million in non-cancellable market-based purchase obligations, primarily for inventory purchases expected to be received within the next twelve months. Purchase obligations can vary from quarter-to-quarter and versus the same period in prior years due to a number of factors, including the amount of products that are shipped directly to Retail customer warehouses versus through Nautilus warehouses.

In the ordinary course of business, we enter into agreements that require us to indemnify counterparties against third-party claims. These may include: agreements with vendors and suppliers, under which we may indemnify them against claims arising from use of their products or services; agreements with customers, under which we may indemnify them against claims arising from their use or sale of our products; real estate and equipment leases, under which we may indemnify lessors against third-party claims relating to the use of their property; agreements with licensees or licensors, under which we may indemnify the licensee or licensor against claims arising from their use of our intellectual property or our use of their intellectual property; and agreements with parties to debt arrangements, under which we may indemnify them against claims relating to their participation in the transactions.

The nature and terms of these indemnification obligations vary from contract to contract, and generally a maximum obligation is not stated within the agreements. We hold insurance policies that mitigate potential losses arising from certain types of indemnification obligations. Management does not deem these obligations to be significant to our financial position, results of operations or cash flows and, therefore, no related liabilities were recorded as of December 31, 2015.

Legal Matters

In 2004, we were sued in the Southern District of New York by BioSig Instruments, Inc. for alleged patent infringement in connection with our incorporation of heart rate monitors into certain cardio products. No significant activity in the litigation occurred until 2008. In 2012, the United States District Court granted summary judgment to us on grounds that BioSig's patents were invalid as a matter of law. BioSig appealed the grant of summary judgment and, in April 2013, the United States Court of Appeals for the Federal Circuit reversed the District Court's decision on summary judgment and remanded the case to the District Court for further proceedings. On January 10, 2014, the U. S. Supreme Court granted our petition for a writ of certiorari to address the legal standard applied by the Federal Circuit in determining whether the patents may be valid under applicable law. The case was argued before the Supreme Court on April 28, 2014. By decision dated June 2, 2014, the Supreme Court unanimously reversed the Federal Circuit, holding that its standard of when a patent may be "indefinite" was incorrect and remanding to the Federal Circuit for reconsideration under the correct standard. The remand hearing in the Federal Circuit was held on October 29, 2014. By decision dated April 27, 2015, the same panel of the Federal Circuit affirmed its earlier reversal of the District Court's decision on summary judgment. On May 27, 2015, we filed a petition for a rehearing en banc in the Federal Circuit, which was denied on August 4, 2015 and a Petition for Review by the U. S. Supreme Court which was also denied. The case will be returned to the District Court for further proceedings. We do not believe that our use of heart rate monitors utilized or purchased from third parties, and otherwise, infringes the BioSig patents.

In August 2014, we initiated an arbitration proceeding to resolve a dispute with the licensor under a 1999 license agreement pursuant to which we had licensed certain rights relating to our TreadClimber® products. We asserted that our obligation to pay royalties under the license agreement ceased in the fourth quarter of 2013 and sought a declaratory ruling in the arbitration that there is no continuing royalty obligation and that we had performed all of our obligations under the license agreement. The licensor disputed this and asserted various intellectual property and contract claims. The matter proceeded to mediation by agreement of the parties and was settled in December 2015. Under the settlement agreement, we agreed to pay certain cash amounts and sales-based royalties over a period of multiple years. In connection with this settlement, in the fourth quarter of 2015, we recorded a charge of $2.5 million as a component of cost of sales. Future royalty payments under the settlement agreement are not expected to have a material impact on our financial position, results of operations or cash flows.

In addition to the matters described above, from time to time, we may be involved in various claims, lawsuits and other proceedings. These legal and tax proceedings involve uncertainty as to the eventual outcomes and losses which may be realized when one or more future events occur or fail to occur.

Litigation and jury verdicts are, to some degree, inherently unpredictable, and although we have determined that a loss is not probable in connection with any current legal proceeding, it is reasonably possible that a loss may be incurred in connection with proceedings to which we are a party. Assessment of whether incurrence of a loss is probable, or a reasonable possibility, in connection with a particular proceeding, and estimation of the loss, or a range of loss, involves complex judgments and numerous uncertainties. Management is unable to estimate a range of reasonably possible losses related to litigation in its early stages, especially when the damages sought are indeterminate, or the legal and factual basis for the relevant claims have not been developed with specificity. As such, zero liability is recorded as of December 31, 2015.

We regularly monitor our estimated exposure to these contingencies and, as additional information becomes known, may change our estimates accordingly. We evaluate, on a quarterly basis, developments in legal proceedings, investigations or claims that could affect the amount of any accrual, as well as any developments that would make a loss probable or reasonably possible, and whether the amount of a probable or reasonably possible loss is estimable. Among other factors, we evaluate the advice of internal and external counsel, the outcomes from similar litigation, current status of the lawsuits (including settlement initiatives), legislative developments and other factors. Due to the numerous variables associated with these judgments and assumptions, both the precision and reliability of the resulting estimates of the related loss contingencies are subject to substantial uncertainties.

(21) SUPPLEMENTARY INFORMATION - QUARTERLY RESULTS OF OPERATIONS (unaudited)

The following table summarizes our unaudited quarterly financial data for 2015 and 2014 (in thousands, except per share amounts):

	Quarter Ended				
	March 31	**June 30**	**September 30**	**December 31**	**Total**
2015					
Net sales	$ 96,239	$ 59,695	$ 70,690	$ 109,140	$ 335,764
Gross profit	53,889	30,656	36,209	52,480	173,234
Operating income	17,605	3,932	6,389	12,345	40,271
Income from continuing operations	10,859	2,219	3,873	9,852	26,803
Income (loss) from discontinued operations	(127)	205	(145)	(134)	(201)
Net income[(1),(2)]	10,732	2,424	3,728	9,718	26,602
Net income per share:					
Basic	$ 0.34	$ 0.08	$ 0.12	$ 0.31	$ 0.85
Diluted	0.34	0.08	0.12	0.31	0.84
2014					
Net sales	$ 71,903	$ 48,546	$ 59,067	$ 94,931	$ 274,447
Gross profit	38,481	24,780	28,795	48,519	140,575
Operating income	9,001	2,379	4,281	14,493	30,154
Income from continuing operations	5,748	1,498	2,664	10,473	20,383
Loss from discontinued operations	(374)	(941)	(177)	(96)	(1,588)
Net income[(1)]	5,374	557	2,487	10,377	18,795
Net income per share:					
Basic	$ 0.17	$ 0.02	$ 0.08	$ 0.33	$ 0.60
Diluted	0.17	0.02	0.08	0.33	0.59

[(1)] Net income for the quarters ended December 31, 2015 and 2014 included a $2.4 million and $1.2 million credit, respectively, related to the reversal of a portion of our deferred tax asset valuation allowance.

[(2)] Net income for the quarter ended December 31, 2015 also included $4.5 million of unusual items including the following: settlement expense related to a licensing arbitration; write-off of nutrition inventory; unrecorded current period royalty revenue and reversal of prior period royalty revenue related to a dispute with the licensee; an accounts receivable reserve related to potentially uncollectible balances from a large sporting goods retailer; and transaction expenses related to the acquisition of Octane.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Disclosure Controls and Procedures

As of December 31, 2015, we conducted an evaluation under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures. The term “disclosure controls and procedures,” as defined in Rules 13a-15(e) and 15d-15(e) under the Securities and Exchange Act of 1934, as amended (“Exchange Act”), means controls and other procedures of a company that are designed to ensure that information required to be disclosed by the company in the reports it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company's management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate, to allow timely decisions regarding required disclosure. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded as of December 31, 2015 that our disclosure controls and procedures were effective.

Management's Report On Internal Control Over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting as such term is defined in Rule 13a-15(f) under the Exchange Act. This rule defines internal control over financial reporting as a process designed by, or under the supervision of, our Principal Executive Officer and Principal Financial Officer, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. GAAP. Our internal control over financial reporting includes those policies and procedures that:

- Pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of our assets;
- Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with U.S. GAAP, and that receipts and expenditures are being made only in accordance with authorizations of our management and directors; and
- Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. In addition, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management's Assessment

Our management, including our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our internal control over financial reporting based on the criteria established in *Internal Control - Integrated Framework (2013)*, issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on our assessment, management concluded that our internal control over financial reporting was effective as of December 31, 2015.

We acquired Octane on December 31, 2015. As such, and as permitted by the Securities and Exchange Commission, we have excluded Octane from the scope of our assessment for the quarter and year then ended. The total assets and total revenues of Octane represented 50.5% and 0%, respectively, of the related consolidated financial statement amounts as of and for the year ended December 31, 2015. See Note 2 of Notes to Consolidated Financial Statements for additional information on the acquisition.

Our independent registered public accounting firm has issued an attestation report on the effectiveness of our internal control over financial reporting as of December 31, 2015, which is included herein.

Changes In Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the three-month period ended December 31, 2015 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of
Nautilus, Inc.
Vancouver, Washington

We have audited the internal control over financial reporting of Nautilus, Inc. and subsidiaries (the "Company") as of December 31, 2015, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. As described in Management's Report on Internal Control Over Financial Reporting, management excluded from its assessment the internal control over financial reporting at Octane Fitness, which was acquired on December 31, 2015 and whose financial statements constitute 50.5% and 0% of total assets and of revenues, respectively, of the consolidated financial statement amounts as of and for the year ended December 31, 2015. Accordingly, our audit did not include the internal control over financial reporting at Octane Fitness. The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying "Management's Report on Internal Control Over Financial Reporting". Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed by, or under the supervision of, the company's principal executive and principal financial officers, or persons performing similar functions, and effected by the company's board of directors, management, and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2015, based on the criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated financial statements as of and for the year ended December 31, 2015 of the Company and our report dated February 25, 2016 expressed an unqualified opinion on those financial statements.

/s/ Deloitte & Touche LLP

Portland, Oregon
February 25, 2016

Item 9B. Other Information

None.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

The information required by this item will be set forth under the captions *Election of Directors*, *Section 16(a) Beneficial Ownership Reporting Compliance*, *Executive Officers, Information Concerning the Board of Directors* and *Code of Ethics* in our Proxy Statement for our 2016 Annual Meeting of Shareholders to be filed with the SEC by April 29, 2016 (the "2016 Proxy Statement"). If the 2016 Proxy Statement is not filed with the SEC by April 29, 2016, such information will be included in an amendment to this Annual Report on Form 10-K filed by April 29, 2016.

Item 11. Executive Compensation

The information required by this item will be set forth under the captions *Executive Compensation* and *Director Compensation* in our 2016 Proxy Statement. If the 2016 Proxy Statement is not filed with the SEC by April 29, 2016, such information will be included in an amendment to this Annual Report on Form 10-K filed by April 29, 2016.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

Equity Compensation Plan Information

The following table provides information about our equity compensation plan as of December 31, 2015 (shares in thousands):

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights[(1),(2),(3)] (a)	Weighted average exercise price of outstanding options, warrants and rights[(4)] (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders	797	$ 5.01	4,516
Equity compensation plans not approved by security holders	—	—	—
Total	797	$ 5.01	4,516

(1) Includes 160 PSU awards granted to certain executive officers and management team. The awards vest based on service requirements along with achievement of certain financial goals established for a three-year performance period, and can range from 60% of the PSU awards if minimum thresholds are achieved to a maximum of 150%. The 160 PSU shares are calculated at 100% of the target award.

(2) Includes 117 PSU awards granted to a certain executive officer and other management personnel pursuant to the acquisition of Octane (see Note 2 of Notes to Consolidated Financial Statements). The awards vest based on service requirements along with achievement of certain financial goals established for a three-year performance period. The 117 PSU shares are calculated at 100% of the target award.

(3) Excludes 110 RSU awards outstanding at December 31, 2015.

(4) Weighted average exercise price shown in column (b) does not take into account the PSU awards included in column (a) of the table.

For further information regarding our equity compensation plan, refer to Note 15, *Stock-Based Compensation*, to our consolidated financial statements in Part II, Item 8 of this report.

Beneficial Ownership

The information required by this item is included under the caption *Security Ownership of Certain Beneficial Owners and Management* in our 2016 Proxy Statement. If the 2016 Proxy Statement is not filed with the SEC by April 29, 2016, such information will be included in an amendment to this Annual Report on Form 10-K filed by April 29, 2016.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information required by this item is included under the caption *Information Concerning the Board of Directors* in our 2016 Proxy Statement. If the 2016 Proxy Statement is not filed with the SEC by April 29, 2016, such information will be included in an amendment to this Annual Report on Form 10-K filed by April 29, 2016.

Item 14. Principal Accounting Fees and Services

The information required by this item is included under the caption *Ratification of Appointment of Independent Registered Public Accounting Firm for 2016* in our 2016 Proxy Statement. If the 2016 Proxy Statement is not filed with the SEC by April 29, 2016, such information will be included in an amendment to this Annual Report on Form 10-K filed by April 29, 2016.

PART IV

Item 15. Exhibits and Financial Statement Schedules

Financial Statements and Schedules

The Consolidated Financial Statements, together with the report thereon of Deloitte & Touche LLP, are included on the pages indicated below:

Financial statement schedules have been omitted because they are not applicable or the required information is shown in the financial statements or notes thereto.

Exhibits

The following exhibits are filed herewith and this list is intended to constitute the exhibit index.

Exhibit No.	Description
2.1	Stock Purchase Agreement dated December 31, 2015 by and among Nautilus, Inc. and OF Holdings, Inc., the Holders of Stock in OF Holdings, Inc., and NCP-OFI Representative, LLC - Incorporated by reference to Exhibit 2.1 of our Form 8-K dated December 31, 2015, as filed with the Commission on January 4, 2016.
3.1	Amended and Restated Articles of Incorporation - Incorporated by reference to Exhibit A to Schedule 14A, as filed with the Commission on April 22, 2008.
3.2	Amended and Restated Bylaws - Incorporated by reference to Exhibit 3.1 of our Current Report on Form 8-K, as filed with the Commission on April 5, 2005.
3.3	Amendment to Amended and Restated Bylaws of the Company - Incorporated by reference to Exhibit 3.1 of our Current Report on Form 8-K, as filed with the Commission on January 31, 2007.
10.1*	Company 2005 Long-Term Incentive Plan - Incorporated by reference to Exhibit 10.1 of our Current Report on Form 8-K, as filed with the Commission on June 10, 2005.
10.2*	First Amendment to Company 2005 Long-Term Incentive Plan - Incorporated by reference to Exhibit 10.2 to our Quarterly Report on Form 10-Q for the three months ended September 30, 2006, as filed with the Commission on November 9, 2006.
10.3*	Form of Nonstatutory Stock Option Agreement - Incorporated by reference to Exhibit 10 of our Current Report on Form 8-K, as filed with the Commission on July 29, 2005.
10.4*	Form of Non-Employee Director Nonstatutory Stock Option Agreement - Incorporated by reference to Exhibit 10 of our Current Report on Form 8-K, as filed with the Commission on August 19, 2005.

Exhibit No.	Description
10.5*	Form of Performance Unit Agreement - Incorporated by reference to Exhibit 10.3 to our Quarterly Report on Form 10-Q for the three months ended June 30, 2006, as filed with the Commission on August 9, 2006.
10.6	Trademark License Agreement, dated September 20, 2001, by and between Pacific Direct, LLC and Nautilus, Inc. - Incorporated by reference to Exhibit 2.1 of our Quarterly Report on Form 10-Q for the three months ended September 30, 2001, as filed with the Commission on November 14, 2001.
10.7	License Agreement dated as of December 29, 2009 between Nautilus, Inc. and Fit Dragon International, Inc. - Incorporated by reference to Exhibit 10.24 of our Form 10-K for the fiscal year ended December 31, 2009 as filed with the Commission on March 8, 2010.
10.8	Technology Transfer and License Agreement dated as of December 29, 2009 between Nautilus, Inc. and Fit Dragon International, Inc. - Incorporated by reference to Exhibit 10.26 of our Form 10-K for the fiscal year ended December 31, 2009 as filed with the Commission on March 8, 2010.
10.9	Private Label Consumer Credit Card Program Agreement, dated June 15, 2010, by and between Nautilus, Inc. and GE Money Bank - Incorporated by reference to Exhibit 10.1 of our Form 10-Q for the three months ended June 30, 2010 as filed with the Commission on August 16, 2010. [Confidential treatment has been granted with respect to a portion of this Exhibit]
10.10	HELPcard Merchant Agreement, dated June 14, 2010, effective as of June 11, 2010, by and between Nautilus, Inc. and Dent-A-Med, Inc. - Incorporated by reference to Exhibit 10.2 of our Form 10-Q for the three months ended June 30, 2010 as filed with the Commission on August 16, 2010. [Confidential treatment has been granted with respect to a portion of this Exhibit]
10.11	First Amendment dated November 6, 2010 to Private Label Consumer Credit Card Program Agreement, dated June 15, 2010, by and between the Company and GE Money Bank - Incorporated by reference to Exhibit 10.27 of our Form 10-K for the fiscal year ended December 31, 2012 as filed with the Commission on March 7, 2013.
10.12	Merchant Agreement dated December 15, 2010, between the Company and Hy Cite Corporation - Incorporated by reference to Exhibit 10.28 of our Form 10-K for the fiscal year ended December 31, 2012 as filed with the Commission on March 7, 2013. [Confidential treatment has been granted with respect to a portion of this Exhibit]
10.13*	Executive Employment Agreement, dated September 21, 2007, between the Company and Wayne M. Bolio - Incorporated by reference to Exhibit 10.33 of our Form 10-K for the fiscal year ended December 31, 2010 as filed with the Commission on March 8, 2011.
10.14*	Severance and Employment Agreement, dated April 23, 2012, between the Company and Robert O. Murdock - Incorporated by reference to Exhibit 10.1 of our Current Report on Form 8-K as filed with the Commission on March 20, 2013.
10.15*	Severance and Employment Agreement, dated March 30, 2011, between the Company and William B. McMahon - Incorporated by reference to Exhibit 10.1 of our Current Report on Form 8-K as filed with the Commission on March 31, 2011.
10.16	Office Lease Agreement dated as of July 25, 2011, by and between Nautilus, Inc. and Columbia Tech Center, L.L.C. - Incorporated by reference to Exhibit 10.2 to our Current Report on Form 8-K as filed with the Commission on July 29, 2011.
10.17*	Executive Employment Agreement dated as of May 30, 2011, between Nautilus, Inc. and Bruce M. Cazenave - Incorporated by reference to Exhibit 10.1 of our Form 10-Q for the three months ended June 30, 2011 as filed with the Commission on August 11, 2011.
10.18*	Form of Restricted Stock Unit Agreement - Incorporated by reference to Exhibit 10.2 of our Form 10-Q for the three months ended June 30, 2011 as filed with the Commission on August 11, 2011.
10.19*	Form of Restricted Stock Unit Agreement - Incorporated by reference to Exhibit 10.3 of our Form 10-Q for the three months ended June 30, 2011 as filed with the Commission on August 11, 2011.
10.20*	Form of Non-Employee Director Nonstatutory Stock Option Agreement - Incorporated by reference to Exhibit 10.2 of our Form 10-Q for the three months ended March 31, 2012 as filed with the Commission on May 9, 2012.
10.21	Program Agreement between Nautilus, Inc. and Genesis Bankcard Services, Inc. - Incorporated by reference to Exhibit 10.1 of our Form 10-Q for the three months ended June 30, 2013 as filed with the Commission on August 8, 2013. [Confidential Treatment has been granted with respect to portions of this exhibit]
10.22*	Form of Non-Employee Director Restricted Stock Unit Award Agreement - Incorporated by reference to Exhibit 10.2 of our Form 10-Q for the three months ended June 30, 2013 as filed with the Commission on August 8, 2013.

Exhibit No.	Description
10.23*	Executive Employment Agreement dated as of February 10, 2014, by and between Nautilus, Inc. and Sidharth Nayar - Incorporated by reference to Exhibit 10.1 of our Form 10-Q for the three months ended March 31, 2014 as filed with the Commission on May 8, 2014.
10.24*	Stock Unit Award Agreement dated as of February 28, 2014, by and between Nautilus, Inc. and Sidharth Nayar - Incorporated by reference to Exhibit 10.2 of our Form 10-Q for the three months ended March 31, 2014 as filed with the Commission on May 8, 2014.
10.25*	Offer Letter, dated July 26, 2013, between the Company and Jeffery Collins - Incorporated by reference to Exhibit 10.3 of our Form 10-Q for the three months ended March 31, 2014 as filed with the Commission on May 8, 2014.
10.26	First Lease Modification Agreement, dated as of June 19, 2014, to the Office Lease by and between Nautilus, Inc. and Columbia Tech Ceter, L.L.C. dated July 25, 2011 - Incorporated by reference to Exhibit 10.1 of our Form 10-Q for the three months ended June 30, 2014 as filed with the Commission on August 7, 2014.
10.27	Credit Agreement dated December 5, 2014 between Nautilus, Inc. and JPMorgan Chase Bank, N.A. - Incorporated by reference to Exhibit 10.1 of our Form 8-K dated December 5, 2014 as filed with the Commission on December 8, 2014.
10.28	Continuing Security Agreement dated December 5, 2014 between Nautilus, Inc. and JPMorgan Chase Bank, N.A. - Incorporated by reference to Exhibit 10.2 of our Form 8-K dated December 5, 2014 as filed with the Commission on December 8, 2014.
10.29	Line of Credit Note dated December 5, 2014 between Nautilus, Inc. and JPMorgan Chase Bank, N.A. - Incorporated by reference to Exhibit 10.3 of our Form 8-K dated December 5, 2014 as filed with the Commission on December 8, 2014.
10.30	Consent and Amendment to Loan Documents dated December 31, 2015 between Nautilus, Inc. and JPMorgan Chase Bank, N.A.
10.31	Term Note dated December 31, 2015 between Nautilus, Inc. and JPMorgan Chase Bank, N.A.
10.32*	Nautilus, Inc. 2015 Long-Term Incentive Plan - Incorporated by reference to Exhibit 10.1 of our Form 8-K dated April 28, 2015 as filed with the Commission on May 4, 2015.
10.33	Nautilus, Inc. Employee Stock Purchase Plan - Incorporated by reference to Exhibit 10.2 of our Form 8-K dated April 28, 2015 as filed with the Commission on May 4, 2015.
21	Subsidiaries of the Company.
23	Consent of Independent Registered Public Accounting Firm.
31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934, as amended.
31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934, as amended.
32.1	Certification of Chief Executive Officer and Chief Financial Officer pursuant to Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended, and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101	The following financial statements from Nautilus, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2015, formatted in XBRL (eXtensible Business Reporting Language): (i) Consolidated Balance Sheets, (ii) Consolidated Statements of Operations, (iii) Consolidated Statements of Comprehensive Income, (iv) Consolidated Statements of Shareholders' Equity, (v) Consolidated Statements of Cash Flows, and (vi) Notes to Consolidated Financial Statements.

* Indicates management contract, compensatory agreement or arrangement, in which our directors or executive officers may participate.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

NAUTILUS, INC.
(Registrant)

February 25, 2016	By:	/s/ Bruce M. Cazenave
Date		**Bruce M. Cazenave** Chief Executive Officer (Principal Executive Officer)

NAUTILUS, INC.
(Registrant)

February 25, 2016	By:	/s/ Sidharth Nayar
Date		**Sidharth Nayar** Chief Financial Officer (Principal Financial and Accounting Officer)

POWER OF ATTORNEY

Each person whose individual signature appears below hereby authorizes and appoints Bruce M. Cazenave, Sidharth Nayar and Wayne M. Bolio, and each of them, with full power of substitution and resubstitution and full power to act without the other, as his true and lawful attorney-in-fact and agent to act in his name, place and stead and to execute in the name and on behalf of each person, individually and in each capacity stated below, and to file any and all amendments to this report, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing, ratifying and confirming all that said attorneys-in-fact and agents or any of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities indicated on February 25, 2016.

(Remainder of page is blank.)

Signature	Title
/s/ Bruce M. Cazenave **Bruce M. Cazenave**	Chief Executive Officer (Principal Executive Officer)
/s/ Sidharth Nayar **Sidharth Nayar**	Chief Financial Officer (Principal Financial and Accounting Officer)
* **M. Carl Johnson, III**	Chairman
* **Ronald P. Badie**	Director
* **Richard A. Horn**	Director
* **Anne G. Saunders**	Director
* **Marvin G. Siegert**	Director

*By: /s/ Wayne M. Bolio February 25, 2016

Wayne M. Bolio
Attorney-In-Fact

Consent and Amendment to Loan Documents

This amendment ("**Amendment**"). (dated as of December 31, 2015 is between JPMorgan Chase Bank, N.A. (together with its successors and assigns, the "**Bank**"), and Nautilus, Inc. (the "**Borrower**").

1. Preliminary Statements.

1.1 **Credit Agreement.** The Borrower and the Bank are each a party to that certain Credit Agreement dated as of December 5, 2014 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), pursuant to which and subject to the terms and conditions therein contained, the Bank has approved a credit facility to the Borrower in the principal sum not to exceed Twenty Million and 00/100 Dollars ($20,000,000.00) in the aggregate at any one time outstanding ("**Facility A**").

1.2 **Line of Credit Note.** The loans made by the Bank to the Borrower pursuant to Facility A are evidenced by that certain Line of Credit Note made by the Borrower in favor of the Bank dated as of December 5, 2014 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "**Line of Credit Note**").

1.3 **Acquisition of OF Holdings.** The Borrower and NCP-OFI GP, LLC, and the other sellers party thereto (collectively, the "**Sellers**") have entered into that certain Stock Purchase Agreement dated as of December 31, 2015 (the "**Acquisition Agreement**"), pursuant to which and subject to the terms and conditions therein contained, the Borrower has agreed to purchase, and the Sellers have agreed to sell, all of the outstanding equity interests in OF Holdings, Inc., a Delaware corporation ("**OF Holdings**").

1.4 **Requested Amendment.** In connection with the acquisition of OF Holdings, the Borrower has requested that the Bank (1) make a term loan to the Borrower in the initial principal sum of Eighty Million and 00/100 Dollars ($80,000,000.00) ("**Facility B**"), which loan shall be evidenced by that certain Term Note made by the Borrower in favor of the Bank dated December 31, 2015 (the "**Term Note**"), (2) extend the term of the availability of Facility A and (3) make certain other modifications to the Credit Agreement, which the Bank has agreed to do, subject to the terms and conditions of this Amendment and the Term Note.

2. Definitions and Interpretations.

2.1 **Definitions.** All capitalized terms used in this Amendment and not otherwise defined herein have the meanings specified in the Credit Agreement.

2.2 **Interpretations.** The rules of construction and interpretation specified in Section 2.1 of the Credit Agreement also apply to this Amendment and are incorporated herein by this reference.

3. Consent.

3.1 **Acquisition Agreement**. Subject to the terms and conditions of this Amendment, the Bank hereby (A) consents to the transactions contemplated under the Acquisition Agreement and (B) agrees that the consideration (including assumed liabilities, earnout payments and any other deferred payment) paid by the Borrower for the purchase of the outstanding equity interests in OF Holdings pursuant to the Acquisition Agreement shall not be included in calculating the Borrower's compliance with Clause (12) of Section 5.2(J) of the Credit Agreement.

3.2 **Letter of Credit**. Subject to the terms and conditions of this Amendment, the Bank hereby consents to the Borrower permitting to exist, a security interest granted by Octane Fitness, LLC, a Minnesota limited liability company ("**Octane Fitness**"), in favor of Associated Bank, N.A., a national banking association ("**Associated Bank**"), on a deposit account maintained by Octane Fitness with Associated Bank to secure the obligations of Octane Fitness to Associated Bank arising in connection with the issuance by Associated Bank of a standby letter of credit for the account of Octane Fitness in the amount of $23,420 in favor of Altus Northland, LLC, a Delaware limited liability company; *provided* that (A) the amount of funds on deposit in such deposit account shall not exceed $75,000 at any time and (B) the security interest granted to Associated Bank in such deposit account is released not later than February 29, 2016.

4. Amendments to Loan Documents. Subject to the terms and conditions of this Amendment, the Bank and the Borrower agree as follows:

4.1 **Amendment to Line of Credit Note.** The Line of Credit Note is hereby amended as follows:

A. Promise to Pay. In the paragraph titled "Promise to Pay," the reference to the date December 5, 2017 is deleted and a reference to the date December 31, 2020 is substituted in its stead.

B. Purpose of Loan. In the paragraph titled "Purpose of Loan," the following sentence is added at the end of such paragraph:

Borrower agrees not to request any loan or use, or permit any proceeds of any loan to be used, directly or indirectly, by Borrower or any of its Subsidiaries or its or their respective directors, officers, employees and agents: (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws; (b) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, to the extent such activities, businesses or transaction would be prohibited by Sanctions if conducted by a corporation incorporated in the United States; or (c) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

C. General Definitions. In the paragraph titled "General Definitions," the following definitions are added and the remaining definitions renumbered accordingly:

2. "**Anti-Corruption Laws**" means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or its Subsidiaries from time to time concerning or relating to bribery or corruption.

7. "**Legal Requirements**" means any law, ordinance, decree, requirement, order, judgment, rule, Sanction, regulation (or interpretation of any of the foregoing) of any foreign governmental authority, the United States of America, any state thereof, any political subdivision of any of the foregoing or any agency, department, commission, board, bureau, court or other tribunal having jurisdiction over the Bank, any Pledgor or any Obligor or any of its Subsidiaries or their respective Properties or any agreement by which any of them is bound.

16. "**Sanctions**" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State.

17. "**Sanctioned Country**" means, at any time, a country or territory which is the subject or target of any Sanctions.

18. "**Sanctioned Person**" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

D. Representations by Borrower. In the paragraph titled "Representations by Borrower," Clauses (d) through (f) set forth below are inserted between the end of Clause (c) and the phrase "and, if the Borrower is not a natural Person:"

(d) the Borrower has implemented and maintains in effect policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the Borrower, its Subsidiaries and their respective officers and employees and to the knowledge of the Borrower its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects; (e) none of (i) the Borrower, any Subsidiary or to the knowledge of the Borrower or such Subsidiary any of their respective directors, officers or employees, or (ii) to the knowledge of the Borrower, any agent of the Borrower or any Subsidiary that will act in any capacity in connection with or benefit from any Advance made under this Note, is a Sanctioned Person; (f) no advance, letter of credit, use of proceeds or other transaction contemplated by the Related Documents will violate Anti-Corruption Laws or applicable Sanctions;

E. **Government Regulations.** In the paragraph titled "Government Regulations," Clause (b) is renumbered Clause (d) and Clauses (b) and (c) set forth below are inserted between the end of Clause (a) and the beginning of renumbered Clause (d):

(b) fail to maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, (c) fail to promptly inform the Bank in writing of all existing and all threatened litigation, claims, investigations, administrative proceedings and similar actions or changes in Legal Requirements affecting it which could materially affect its business, assets, affairs, prospects or financial condition, or

4.2 **Amendments to Credit Agreement.** The Credit Agreement is hereby amended as follows:

A. **Section 1.3.** Section 1.3 is added as follows:

1.3 **Facility B (Term Loan).** The Bank has approved a term loan to the Borrower in the principal sum of $80,000,000.00 ("**Facility B**"). Credit under Facility B shall be repayable as set forth in a Term Note dated December 31, 2015, and any renewals, modifications, extensions, rearrangements, restatements thereof and replacements or substitutions therefor.

B. **Section 2.1.** In Section 2.1, the following definition is added and the succeeding definitions re-lettered accordingly:

AA. **"Restricted Payments"** means (i) all cash Distributions made or paid with respect to any Equity Interests in Borrower and (ii) all payments, including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests in Borrower.

C. **Section 5.2(C).** In Clause (5) of Section 5.2(C), the reference to the amount of $3,000,000.00 is deleted and a reference to the amount of $4,000,000.00 is substituted in its stead.

D. **Section 5.2(J).** Clause (12) of Section 5.2(J) is deleted and the following substituted in its stead:

(12) Permitted Acquisitions in an amount not to exceed (a) $20,000,000 in the aggregate in any Test Period or (b) $60,000,000 in the aggregate during the period commencing on the date of this Agreement and ending on December 31, 2020.

E. **Section 5.2(L).** In Section 5.2(L), the reference to the amount of $10,000,000.00 is deleted and a reference to the amount of $12,000,000.00 is substituted in its stead.

F. **Section 5.2(M).** Section 5.2(M) is deleted and the following substituted in its stead:

M. **Fixed Charge Coverage Ratio.** Permit its "Fixed Charge Coverage Ratio" (hereinafter defined in this subsection) for any "Test Period" (hereinafter defined in this subsection) to be less than 1.25 to 1.00. As used in this subsection, the term "Fixed Charge Coverage Ratio" means its ratio of (i) net income, *plus* amortization expense, *plus* depreciation expense, *plus* interest expense, *plus* income tax expense, *plus* rent and operating lease payments made, *plus* non-cash stock based compensation, *plus* a one-time addition of expenses paid in cash by Borrower in connection with the acquisition of the Equity Interests of OF Holdings and the related financing, in an aggregate amount not to exceed $1,000,000, *plus* other non-cash, non-recurring expenses agreed to by Bank, *minus* other non-cash or non-recurring income as agreed to by Bank, *minus* Capital Expenditures made which were not financed with long term debt, *minus* income tax expense, *minus* Restricted Payments made, *minus*, to the extent not included in the calculation of net income, cash earnout payments made to the sellers of Equity Interests of OF Holdings, Inc., all computed for the Test Period, to (ii) scheduled principal payments made on long term debt, *plus* capitalized lease payments made, *plus* interest expense, *plus* rent and operating lease payments made, all computed for the Test Period. As used in this subsection, the term "Test Period" means each period of four consecutive fiscal quarters. Notwithstanding anything else contained in the Credit Agreement, the

Fixed Charge Coverage Ratio shall be determined for Borrower and its Subsidiaries on a consolidated basis.

G. **Section 5.2(N).** Section 5.2(N) is deleted and the following substituted in its stead:

N. **Funded Debt to EBITDA Ratio.** Permit its "Funded Debt to EBITDA Ratio" (hereinafter defined in this subsection) for any "Test Period" (hereinafter defined in this subsection) to be less than (1) for each Test Period ending from December 31, 2015 through September 29, 2016, 3.00 to 1.00, (2) for each Test Period ending from September 30, 2016 through September 29, 2017, 2.50 to 1.00 and (3) for each Test Period ending from and after September 30, 2017, 2.00 to 1.00. As used in this subsection, the term "Funded Debt to EBITDA Ratio" means its ratio of (a) total liabilities excluding (i) accounts arising from the purchase of goods and services in the ordinary course of business, (ii) accrued expenses or losses, and (iii) deferred revenues or gains, all computed as of the end of the Test Period, to (b) net income, *plus* amortization expense, *plus* depreciation expense, *plus* interest expense, *plus* income tax expense, *plus* non-cash stock based compensation, *plus* other non-cash, non-recurring expenses agreed to by Bank, *minus* other non-cash, non-recurring income as agreed to by Bank, all computed for the Test Period. As used in this subsection, the term "Test Period" means each period of four consecutive fiscal quarters. Notwithstanding anything else contained in the Credit Agreement, the Fixed Charge Coverage Ratio shall be determined for Borrower and its Subsidiaries on a consolidated basis.

5. **Conditions Precedent to Effectiveness of Amendment.** Notwithstanding anything contained herein to the contrary, this Amendment shall become effective as of December 31, 2015; *provided* that each of the following conditions is fully and simultaneously satisfied on or before December 31, 2015:

5.1 **Delivery of Amendment.** The Borrower and the Bank shall have executed and delivered counterparts of this Amendment to each other, sufficient in number for distribution to the Borrower and the Bank;

5.2 **Delivery of Term Note.** The Borrower shall have executed and delivered to the Bank the Term Note;

5.3 **Delivery of Guarantor Documents.**

A. **OF Holdings.** OF Holdings shall have executed and delivered to the Bank (1) that certain Continuing Guaranty made by OF Holdings in favor of the Bank dated as of December 31, 2015 (the "**OF Holdings Guaranty**") and (2) that certain Continuing Security Agreement made by OF Holdings in favor of the Bank dated as of December 31, 2015 (the "**OF Holdings Security Agreement**" and together with the OF Holdings Guaranty, together the "**OF Holdings Documents**");

B. **Octane Fitness.** Octane Fitness shall have executed and delivered to the Bank (1) that certain Continuing Guaranty made by Octane Fitness in favor of the Bank dated as of December 31, 2015 (the "**Octane Fitness Guaranty**") and (2) that certain Continuing Security Agreement made by Octane Fitness in favor of the Bank dated as of December 31, 2015 (the "**Octane Fitness Security Agreement**" and together with the Octane Fitness Guaranty, together the "**Octane Fitness Documents**");

5.4 **Acquisition.** The Bank shall have received such evidence as the Bank shall request that all of the transactions contemplated under the Acquisition Agreement have been consummated in accordance in all material respects with the terms of the Acquisition Agreement.

5.5 **Authorization.** The Bank shall have received such evidence of corporate authority and action as the Bank shall request demonstrating that (A) the execution, delivery and performance of this Amendment and the Term Note has been duly authorized by the Borrower, (B) the execution, delivery and performance of the OF Holdings Documents has been duly authorized by OF Holdings, and (C) the execution, delivery and performance of the Octane Fitness Documents has been duly authorized by Octane Fitness;

5.6 **Representations.** The representations of the Borrower and any other parties, other than the Bank, in the Related Documents are true on and as of the effective date of this Amendment;

5.7 **No Event of Default.** No default, event of default or event that would constitute a default or event of default but for the giving of notice, the lapse of time or both, has occurred in any provision of the Credit Agreement, the Note or any other Related Documents and is continuing; and

5.8 **Additional Approvals, Opinions, and Documents.** The Bank shall have received any other approvals, opinions and documents as it may reasonably request.

6. **No Further Amendment.** Except as expressly modified by this Amendment, the Credit Agreement and the other Related Documents shall remain unmodified and in full force and effect and the parties hereby ratify their respective obligations thereunder.

7. **Reservation of Rights.** The Borrower acknowledges and agrees that the execution and delivery by the Bank of this Amendment shall not be deemed to create a course of dealing or otherwise obligate the Bank to forbear or execute similar amendments under the same or similar circumstances in the future.

8. **Miscellaneous.**

8.1 **Governing Law.** This amendment shall be governed by and construed in accordance with the laws of the State of Washington (without giving effect to its laws of conflicts).

8.2 **Counterparts.** This amendment may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same amendment. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Amendment.

8.3 **Integration.** This Amendment, the Credit Agreement, the other Related Documents, and that certain covenant calculation letter between the Bank and the Borrower dated as of the date hereof embody the entire agreement and understanding between the Borrower and the Bank and supersede all prior agreements and understandings relating to their subject matter. If any one or more of the obligations of the Borrower under this amendment is invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining obligations of the Borrower shall not in any way be affected or impaired, and the invalidity, illegality or unenforceability in one jurisdiction shall not affect the validity, legality or enforceability of the obligations of the Borrower under this amendment in any other jurisdiction.

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8.4 **ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

Borrower:

Nautilus, Inc.

By: ______________________________

Sidharth Nayar — Chief Financial Officer
Printed Name — Title

Date Signed: 12 · 31 · 2015

Bank:

JPMorgan Chase Bank, N.A.

By: ______________________________

Sarah Griffith — Underwriter
Printed Name — Title

Date Signed: ______________________________

8.4 **ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

Borrower:

Nautilus, Inc.

By: ______________________________

Sidharth Nayar — Chief Financial Officer
Printed Name — Title

Date Signed: ______________________________

Bank:

JPMorgan Chase Bank, N.A.

By: Sarah Griffith

Sarah Griffith — Underwriter
Printed Name — Title

Date Signed: 12-31-15

Exhibit 10.31

Term Note

$80,000,000.00
Date: December 31, 2015

Promise to Pay. On or before December 31, 2020, for value received, Nautilus, Inc. (the "**Borrower**") promises to pay to JPMorgan Chase Bank, N.A., whose address is 888 SW 5th Ave., Portland, OR 97204 (the "**Bank**") or order, in lawful money of the United States of America, the sum of Eighty Million and 00/100 Dollars ($80,000,000.00) or so much thereof as may be advanced and outstanding, plus interest on the unpaid principal balance as provided below.

Interest Rate Definitions. As used in this Note, the following terms have the following respective meanings:

"**Adjusted LIBOR Rate**" means, with respect to a LIBOR Rate Advance for the relevant Interest Period, the sum of (i) the Applicable Margin *plus* (ii) the quotient of (a) the LIBOR Rate applicable to such Interest Period, divided by (b) one *minus* the Reserve Requirement (expressed as a decimal) applicable to such Interest Period.

"**Adjusted One Month LIBOR Rate**" means, with respect to a CB Floating Rate Advance for any day, the sum of (i) 2.50% per annum *plus* (ii) the quotient of (a) the interest rate determined by the Bank by reference to the Page to be the rate at approximately 11:00 a.m. London time, on such date or, if such date is not a Business Day, on the immediately preceding Business Day for dollar deposits with a maturity equal to one (1) month, *divided* by (b) one *minus* the Reserve Requirement (expressed as a decimal) applicable to dollar deposits in the London interbank market with a maturity equal to one (1) month.

"**Advance**" means a LIBOR Rate Advance or a CB Floating Rate Advance and "**Advances**" means all LIBOR Rate Advances and all CB Floating Rate Advances under this Note.

"**Applicable Margin**" has the meaning specified in the Fee Letter.

"**Business Day**" means (i) with respect to the Adjusted One Month LIBOR Rate and any borrowing, payment or rate selection of LIBOR Rate Advances, a day (other than a Saturday or Sunday) on which banks generally are open in Oregon and/or New York for the conduct of substantially all of their commercial lending activities and on which dealings in United States dollars are carried on in the London interbank market and (ii) for all other purposes, a day other than a Saturday, Sunday or any other day on which national banking associations are authorized to be closed.

"**CB Floating Rate**" means the Prime Rate; *provided* that the CB Floating Rate shall, on any day, not be less than the Adjusted One Month LIBOR Rate. The CB Floating Rate is a variable rate and any change in the CB Floating Rate due to any change in the Prime Rate or the Adjusted One Month LIBOR Rate is effective from and including the effective date of such change in the Prime Rate or the Adjusted One Month LIBOR Rate, respectively.

"**CB Floating Rate Advance**" means any borrowing under this Note when and to the extent that its interest rate is determined by reference to the CB Floating Rate.

"**Fee Letter**" means that certain letter agreement dated the date hereof by and between the Borrower and the Bank, as the same may be amended or otherwise modified from time to time.

"**Interest Period**" means, with respect to a LIBOR Rate Advance, a period of one (1), two (2), three (3) or six (6) month(s) commencing on a Business Day selected by the Borrower pursuant to this Note. Such Interest Period shall end on the day which corresponds numerically to such date one (1), two (2), three (3) or six (6) month(s) thereafter, as applicable, *provided, however*, that if there is no such numerically corresponding day in such first, second, third or sixth succeeding month(s), as applicable, such Interest Period shall end on the last Business Day of such first, second, third or sixth succeeding month(s), as applicable. If an Interest Period would otherwise end on a day which is not a Business Day, such Interest Period shall end on the next succeeding Business Day, provided, however, that if said next succeeding Business Day falls in a new calendar month, such Interest Period shall end on the immediately preceding Business Day.

"**LIBOR Rate**" means with respect to any LIBOR Rate Advance for any Interest Period, the interest rate determined by the Bank by reference to Reuters Screen LIBOR01, formerly known as Page 3750 of the Moneyline Telerate Service (together with any successor or substitute, the "**Service**") or any successor or substitute page of the Service, providing rate quotations comparable to those currently provided on such page of the Service, as determined by the Bank from time to time for purposes of providing quotations of interest rates applicable to dollar deposits in the London interbank market (the "**Page**") to be the rate at approximately 11:00 a.m. London time, two Business Days prior to the commencement of the Interest Period for dollar deposits with a maturity equal to such Interest Period. If no LIBOR Rate is available to the Bank, the applicable LIBOR Rate for the relevant Interest Period shall instead be the rate determined by the Bank to be the rate at which the Bank offers to place U.S. dollar deposits having a maturity equal to such Interest Period with first-class banks in the London interbank market at approximately 11:00 a.m. (London time) two Business Days prior to the first day of such Interest Period.

"LIBOR Rate Advance" means any borrowing under this Note when and to the extent that its interest rate is determined by reference to the Adjusted LIBOR Rate.

"Prime Rate" means the rate of interest per annum announced from time to time by the Bank as its prime rate. The Prime Rate is a variable rate and each change in the Prime Rate is effective from and including the date the change is announced as being effective. THE PRIME RATE IS A REFERENCE RATE AND MAY NOT BE THE BANK'S LOWEST RATE.

"Principal Payment Date" is defined in the paragraph entitled "Principal Payments" below.

"Regulation D" means Regulation D of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor thereto or other regulation or official interpretation of said Board of Governors relating to reserve requirements applicable to member banks of the Federal Reserve System.

"Reserve Requirement" means the maximum aggregate reserve requirement (including all basic, supplemental, marginal and other reserves) which is imposed under Regulation D.

Interest Rates. The Advance(s) evidenced by this Note may be drawn down and remain outstanding as up to five (5) LIBOR Rate Advances and/or a CB Floating Rate Advance. The Borrower shall pay interest to the Bank on the outstanding and unpaid principal amount of each CB Floating Rate Advance at the CB Floating Rate *plus* the Applicable Margin and each LIBOR Rate Advance at the Adjusted LIBOR Rate. Interest shall be calculated on the basis of the actual number of days elapsed in a year of 360 days. In no event shall the interest rate applicable to any Advance exceed the maximum rate allowed by law. Any interest payment which would for any reason be deemed unlawful under applicable law shall be applied to principal.

Bank Records. The Bank shall, in the ordinary course of business, make notations in its records of the date, amount, interest rate and Interest Period of each Advance hereunder, the amount of each payment on the Advances, and other information. Such records shall, in the absence of manifest error, be conclusive as to the outstanding principal balance of and interest rate or rates applicable to this Note.

Notice and Manner of Electing Interest Rates on Advances. The Borrower shall give the Bank written notice (effective upon receipt) of the Borrower's intent to draw down an Advance under this Note no later than 2:00 p.m. Mountain time, on the date of disbursement, if the full amount of the drawn Advance is to be disbursed as a CB Floating Rate Advance and no later than 11:00 a.m. Mountain time three (3) Business Days before disbursement, if any part of such Advance is to be disbursed as a LIBOR Rate Advance. The Borrower's notice must specify: (a) the disbursement date, (b) the amount of each Advance, (c) the type of each Advance (CB Floating Rate Advance or LIBOR Rate Advance), and (d) for each LIBOR Rate Advance, the duration of the applicable Interest Period; *provided, however*, that the Borrower may not elect an Interest Period ending after the maturity date of this Note. Each LIBOR Rate Advance shall be in a minimum amount of One Hundred Thousand and 00/100 Dollars ($100,000.00). All notices under this paragraph are irrevocable. By the Bank's close of business on the disbursement date and upon fulfillment of the conditions set forth herein and in any other of the Related Documents, the Bank shall disburse the requested Advances in immediately available funds by crediting the amount of such Advances to the Borrower's account with the Bank.

Conversion and Renewals. The Borrower may elect from time to time to convert one type of Advance into another or to renew any Advance by giving the Bank written notice no later than 2:00 p.m. Mountain time, on the date of the conversion into or renewal of a CB Floating Rate Advance and 11:00 a.m. Mountain time three (3) Business Days before conversion into or renewal of a LIBOR Rate Advance, specifying: (a) the renewal or conversion date, (b) the amount of the Advance to be converted or renewed, (c) in the case of conversion, the type of Advance to be converted into (CB Floating Rate Advance or LIBOR Rate Advance), and (d) in the case of renewals of or conversion into a LIBOR Rate Advance, the applicable Interest Period, *provided* that (i) the minimum principal amount of each LIBOR Rate Advance outstanding after a renewal or conversion shall be One Hundred Thousand and 00/100 Dollars ($100,000.00); (ii) a LIBOR Rate Advance can only be converted on the last day of the Interest Period for the Advance; and (iii) the Borrower may not elect an Interest Period ending after the maturity date of this Note. All notices given under this paragraph are irrevocable. If the Borrower fails to give the Bank the notice specified above for the renewal or conversion of a LIBOR Rate Advance by 11:00 a.m. Mountain time three (3) Business Days before the end of the Interest Period for that Advance, the Advance shall automatically be converted to a CB Floating Rate Advance on the last day of the Interest Period for the Advance.

Interest Payments. Interest on the Advances shall be paid on the last day of each month, beginning with the first month following disbursement of the Advance, whether the Advance is a CB Floating Rate Advance or LIBOR Rate Advance.

Principal Payments. Commencing on the last Business Day of January 2016, and continuing on the same day of each calendar month thereafter until the maturity date of this Note (each, a "**Principal Payment Date**"), the Borrower shall pay the Bank $1,333,333.33; and on December 31, 2020, the Borrower shall pay the Bank the entire outstanding principal balance of this Note, *plus* all accrued but unpaid interest, and any other unpaid amounts due under this Note.

Default Rate of Interest. After a default has occurred under this Note, whether or not the Bank elects to accelerate the maturity of this Note because of such default, all Advances outstanding under this Note, shall bear interest at a per annum rate equal to the interest rate being charged on each such Advance plus three percent (3.00%) from the date the Bank elects to impose such rate. Imposition of this rate shall not affect any limitations contained in this Note on the Borrower's right to repay principal on any LIBOR Rate Advance before the expiration of the Interest Period for each such Advance.

Additional Costs. If any applicable domestic or foreign law, treaty, government rule or regulation now or later in effect (whether or not it now applies to the Bank) or the interpretation or administration thereof by a governmental authority charged with such interpretation or administration, or compliance by the Bank with any guideline, request or directive of such an authority (whether or not having the force of law), shall (a) affect the basis of taxation of payments to the Bank of any amounts payable by the Borrower under this Note or the other Related Documents (other than taxes imposed on the overall net income of the Bank by the jurisdiction or by any political subdivision or taxing authority of the jurisdiction in which the Bank has its principal office), or (b) impose, modify or deem applicable any reserve, special deposit or similar requirement (including, without limitation, Federal Deposit Insurance Corporation deposit insurance premiums or assessments) against assets of, deposits with or for the account of, or credit extended by the Bank, or (c) impose any other condition with respect to this Note or the other Related Documents and the result of any of the foregoing is to increase the cost to the Bank of extending, maintaining or funding any LIBOR Rate Advance or to reduce the amount of any sum receivable by the Bank on any Advance, or (d) affect the amount of capital or liquidity required or expected to be maintained by the Bank (or any corporation controlling the Bank) and the Bank determines that the amount of such capital or liquidity is increased by or based upon the existence of the Bank's obligations under this Note or the other Related Documents and the increase has the effect of reducing the rate of return on the Bank's (or its controlling corporation's) capital as a consequence of the obligations under this Note or the other Related Documents to a level below that which the Bank (or its controlling corporation) could have achieved but for such circumstances (taking into consideration its policies with respect to capital adequacy) by an amount deemed by the Bank to be material, then the Borrower shall pay to the Bank, from time to time, upon request by the Bank, additional amounts sufficient to compensate the Bank for the increased cost or reduced sum receivable. Whenever the Bank shall learn of circumstances described in this section which are likely to result in additional costs to the Borrower, the Bank shall give prompt written notice to the Borrower of the basis for and the estimated amount of any such anticipated additional costs. A statement as to the amount of the increased cost or reduced sum receivable, prepared in good faith and in reasonable detail by the Bank and submitted by the Bank to the Borrower, shall be conclusive and binding for all purposes absent manifest error in computation.

Illegality. If any applicable domestic or foreign law, treaty, rule or regulation now or later in effect (whether or not it now applies to the Bank) or the interpretation or administration thereof by a governmental authority charged with such interpretation or administration, or compliance by the Bank with any guideline, request or directive of such an authority (whether or not having the force of law), shall make it unlawful or impossible for the Bank to maintain or fund the LIBOR Rate Advances, then, upon notice to the Borrower by the Bank, the outstanding principal amount of the LIBOR Rate Advances, together with accrued interest and any other amounts payable to the Bank under this Note or the other Related Documents on account of the LIBOR Rate Advances shall be repaid (a) immediately upon the Bank's demand if such change or compliance with such requests, in the Bank's judgment, requires immediate repayment, or (b) at the expiration of the last Interest Period to expire before the effective date of any such change or request *provided, however*, that subject to the terms and conditions of this Note and the other Related Documents the Borrower shall be entitled to simultaneously replace the entire outstanding balance of any LIBOR Rate Advance repaid in accordance with this section with a CB Floating Rate Advance in the same amount.

Inability to Determine Interest Rate. If the Bank determines that (a) quotations of interest rates for the relevant deposits referred to in the definition of Adjusted LIBOR Rate are not being provided for purposes of determining the interest rate on a LIBOR Rate Advance as provided in this Note, or (b) the relevant interest rates referred to in the definition of Adjusted LIBOR Rate do not accurately cover the cost to the Bank of making, funding or maintaining LIBOR Rate Advances, then the Bank shall at the Bank's option, give notice of such circumstances to the Borrower, whereupon (i) the obligation of the Bank to make LIBOR Rate Advances shall be suspended until the Bank notifies the Borrower that the circumstances giving rise to the suspension no longer exists, and (ii) the Borrower shall repay in full the then outstanding principal amount of each LIBOR Rate Advance, together with accrued interest, on the last day of the then current Interest Period applicable to the LIBOR Rate Advance, *provided, however*, that, subject to the terms and conditions of this Note and the other Related Documents, the Borrower shall be entitled to simultaneously replace the entire outstanding balance of any LIBOR Rate Advance repaid in accordance with this section with an Advance bearing interest at the CB Floating Rate plus the Applicable Margin for CB Floating Rate Advances in the same amount. If the Bank determines on any day that quotations of interest rates for the relevant deposits referred to in the definition of Adjusted One Month LIBOR Rate are not being provided for purposes of determining the interest rate on any CB Floating Rate Advance on any day, then each CB Floating Rate Advance shall bear interest at the Prime Rate plus the Applicable Margin for CB Floating Rate Advances until the Bank determines that quotations of interest rates for the relevant deposits referred to in the definition of Adjusted One Month LIBOR Rate are being provided.

Obligations Due on Non-Business Day. Whenever any payment under this Note becomes due and payable on a day that is not a Business Day, if no default then exists under this Note, the maturity of the payment shall be extended to the next succeeding Business Day, except, in the case of a LIBOR Rate Advance, if the result of the extension would be to extend the payment into another calendar month, the payment must be made on the immediately preceding Business Day.

Matters Regarding Payment. The Borrower will pay the Bank at the Bank's address shown above or at such other place as the Bank may designate. Payments shall be allocated among principal, interest and fees at the discretion of the Bank unless otherwise agreed or required by applicable law. Acceptance by the Bank of any payment which is less than the payment due at the time shall not constitute a waiver of the Bank's right to receive payment in full at that time or any other time.

Authorization for Direct Payments (ACH Debits). To effectuate any payment due under this Note or under any other Credit Documents, the Borrower hereby authorizes the Bank to initiate debit entries to an ordinary checking account maintained by the Borrower with the Bank designated by the Borrower in a written notice to the Bank from time to time (the "**Borrower Account**") and to debit the same to the Borrower Account. This authorization to initiate debit entries shall remain in full force and effect until the Bank has received written notification of its termination in such time and in such manner as to afford the Bank a reasonable opportunity to act on it. The Borrower represents that the Borrower is and will be the owner of all funds in the Borrower Account. The Borrower acknowledges: (1) that such debit entries may cause an overdraft of the Borrower Account which may result in the Bank's refusal to honor items drawn on such account until adequate deposits are made to the Borrower Account; (2) that the Bank is under no duty or obligation to initiate any debit entry for any purpose; and (3) that if a debit is not made because the Borrower Account does not have a sufficient available balance, or otherwise, the payment may be late or past due.

Late Fee. Any principal or interest which is not paid within 10 days after its due date (whether as stated, by acceleration or otherwise) shall be subject to a late payment charge of five percent (5.00%) of the total payment due, in addition to the payment of interest, up to the maximum amount of One Thousand Five Hundred and 00/100 Dollars ($1,500.00) per late charge. The Borrower agrees to pay and stipulates that five percent (5.00%) of the total payment due is a reasonable amount for a late payment charge. The Borrower shall pay the late payment charge upon demand by the Bank or, if billed, within the time specified.

Purpose of Loan. The Borrower acknowledges and agrees that this Note evidences a loan for a business, commercial, agricultural or similar commercial enterprise purpose, and that no advance shall be used for any personal, family or household purpose. The proceeds of the loan shall be used by the Borrower only to finance the Borrower's acquisition of the outstanding equity interests in OF Holdings, Inc., a Delaware corporation, and related costs and expenses. Borrower agrees not to request any loan or use, or permit any proceeds of any loan to be used, directly or indirectly, by Borrower or any of its Subsidiaries or its or their respective directors, officers, employees and agents: (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws; (b) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, to the extent such activities, businesses or transaction would be prohibited by Sanctions if conducted by a corporation incorporated in the United States; or (c) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

General Definitions. As used in this Note, the following terms have the following respective meanings:

1. "**Affiliate**" means any Person which, directly or indirectly, Controls or is Controlled by or under common Control with, another Person, and any director or officer thereof. The Bank is under no circumstances to be deemed an Affiliate of the Borrower or any of its Subsidiaries.

2. "**Anti-Corruption Laws**" means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or its Subsidiaries from time to time concerning or relating to bribery or corruption.

3. "**Collateral**" means all Property, now or in the future subject to any Lien in favor of the Bank, securing or intending to secure, any of the Liabilities.

4. "**Control**" as used with respect to any Person, means the power to direct or cause the direction of, the management and policies of that Person, directly or indirectly, whether through the ownership of Equity Interests, by contract, or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

5. "**Equity Interests**" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interest.

6. "**GAAP**" means generally accepted accounting principles in effect from time to time in the United States of America, consistently applied.

7. **"Legal Requirements"** means any law, ordinance, decree, requirement, order, judgment, rule, Sanction, regulation (or interpretation of any of the foregoing) of any foreign governmental authority, the United States of America, any state thereof, any political subdivision of any of the foregoing or any agency, department, commission, board, bureau, court or other tribunal having jurisdiction over the Bank, any Pledgor or any Obligor or any of its Subsidiaries or their respective Properties or any agreement by which any of them is bound.

8. **"Liabilities"** means all debts, obligations, and liabilities of every kind and character of the Borrower, whether individual, joint and several, contingent or otherwise, now or hereafter existing in favor of the Bank, including without limitation, all liabilities, interest, costs and fees, arising under or from any note, open account, overdraft, credit card, lease, Rate Management Transaction, letter of credit application, endorsement, surety agreement, guaranty, acceptance, foreign exchange contract or depository service contract, whether payable to the Bank or to a third party and subsequently acquired by the Bank, any monetary obligations (including interest) incurred or accrued during the pendency of any bankruptcy, insolvency, receivership or other similar proceedings, regardless of whether allowed or allowable in such proceeding, and all renewals, extensions, modifications, consolidations, rearrangements, restatements, replacements or substitutions of any of the foregoing.

9. **"Lien"** means any mortgage, deed of trust, pledge, charge, encumbrance, security interest, collateral assignment or other lien or restriction of any kind.

10. **"Obligor"** means any Borrower, guarantor, surety, co-signer, endorser, general partner or other Person who may now or in the future be obligated to pay any of the Liabilities.

11. **"Person"** means any individual, corporation, partnership, limited liability company, joint venture, joint stock association, association, bank, business trust, trust, unincorporated organization, any foreign governmental authority, the United States of America, any state of the United States and any political subdivision of any of the foregoing or any other form of entity.

12. **"Pledgor"** means any Person providing Collateral.

13. **"Property"** means any interest in any kind of property or asset, whether real, personal or mixed, tangible or intangible.

14. **"Rate Management Transaction"** means any transaction (including an agreement with respect thereto) that is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option, derivative transaction or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures.

15. **"Related Documents"** means this Note, all loan agreements, credit agreements, reimbursement agreements, security agreements, mortgages, deeds of trust, pledge agreements, assignments, guaranties, and any other instrument or document executed in connection with this Note or in connection with any of the Liabilities.

16. **"Sanctions"** means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State.

17. **"Sanctioned Country"** means, at any time, a country or territory which is the subject or target of any Sanctions.

18. **"Sanctioned Person"** means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

19. **"Subsidiary"** means, as to any particular Person (the "parent"), a Person the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of the date of determination, as well as any other Person of which fifty percent (50%) or more of the Equity Interests is at the time of determination directly or indirectly owned, Controlled or held, by the parent or by any Person or Persons Controlled by the parent, either alone or together with the parent.

Bank's Right of Setoff. The Borrower grants to the Bank a security interest in the Deposits, and the Bank is authorized to setoff and apply, all Deposits, Securities and Other Property, and Bank Debt against any and all Liabilities. This right of setoff may be exercised at any time and from time to time after the occurrence of any default, without prior notice to or demand on the Borrower and regardless of whether any Liabilities are contingent, unmatured or unliquidated. In this paragraph: (a) the term "Deposits" means any and all accounts and deposits of the Borrower (whether general, special, time, demand, provisional or final) at any time held by the Bank (including all Deposits held jointly with another, but excluding any IRA or Keogh Deposits, or any trust Deposits in which a security interest would be prohibited by law); (b) the term "Securities and Other Property" means any and all securities and other personal property of the Borrower in the custody, possession or control of the Bank, JPMorgan Chase & Co. or their respective Subsidiaries and Affiliates (other than Property held by the Bank in a fiduciary capacity); and (c) the term "Bank Debt" means all indebtedness at any time owing by the Bank, to or for the credit or account of the Borrower and any claim of the Borrower (whether individual, joint and several or otherwise) against the Bank now or hereafter existing.

Representations by Borrower. The Borrower represents and warrants that each of the following is and will remain true and correct until the later of maturity or the date on which all Liabilities evidenced by this Note are paid in full: (a) the execution and delivery of this Note and the performance of the obligations it imposes do not violate any law, conflict with any agreement by which it is bound, or require the consent or approval of any other Person; (b) this Note is a valid and binding agreement of the Borrower, enforceable according to its terms, except as may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditor's rights generally and by general principles of equity; (c) all balance sheets, profit and loss statements, other financial statements and applications for credit furnished to the Bank in connection with the Liabilities are accurate and fairly reflect the financial condition of the Persons to which they apply on their effective dates, including contingent liabilities of every type, which financial condition has not materially and adversely changed since those dates; (d) the Borrower has implemented and maintains in effect policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the Borrower, its Subsidiaries and their respective officers and employees and to the knowledge of the Borrower its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects; (e) none of (i) the Borrower, any Subsidiary or to the knowledge of the Borrower or such Subsidiary any of their respective directors, officers or employees, or (ii) to the knowledge of the Borrower, any agent of the Borrower or any Subsidiary that will act in any capacity in connection with or benefit from any Advance made under this Note, is a Sanctioned Person; (f) no advance, letter of credit, use of proceeds or other transaction contemplated by the Related Documents will violate Anti-Corruption Laws or applicable Sanctions; and, if the Borrower is not a natural Person: (i) it is duly organized, validly existing and in good standing under the laws of the state where it is organized and in good standing in each state where it is doing business; and (ii) the execution and delivery of this Note and the performance of the obligations it imposes (A) are within its powers and have been duly authorized by all necessary action of its governing body, and (B) do not contravene the terms of its articles of incorporation or organization, its by-laws, regulations or any partnership, operating or other agreement governing its organization and affairs.

Events of Default/Acceleration. If any of the following events occurs, this Note shall become due immediately, without notice, at the Bank's option:

1. Any Obligor fails to pay when due any of the Liabilities, or any amount payable with respect to any of the Liabilities, or under this Note or any other Related Document, and such failure is not cured within 10 days.
2. Any Obligor or any Pledgor: (a) makes any materially incorrect or misleading representation, warranty, or certificate to the Bank or; (b) makes any materially incorrect or misleading representation in any financial statement or other information delivered to the Bank.
3. The Borrower fails to observe or perform or otherwise violates any obligation, agreement or other provision contained in the following sections of the Credit Agreement: 4.1, 4.2, 4.6, 4.13 or 5.2, and such failure is not cured within 30 days.
4. Any Obligor fails to observe or perform or otherwise violates any other term, covenant, condition or agreement of any of the Related Documents (other than those referred to in subsections (1) through (3) above) and such failure continues for 30 days.
5. Any Obligor fails to observe or perform or otherwise violates any obligation, agreement or other provision contained in any agreement or instrument relating to any debt for borrowed money (other than the debt evidenced by the Related Documents) having an aggregate principal amount of more than $500,000 and the effect of such default will allow the creditor to declare such debt due before its stated maturity.
6. In the event (a) any Obligor terminates or revokes or purports to terminate or revoke its guaranty or any Obligor's guaranty becomes unenforceable in whole or in part, (b) any Obligor fails to perform promptly under its guaranty, or (c) any Obligor fails to comply with, or perform under any agreement, now or hereafter in effect, between the Obligor and the Bank, or any Affiliate of the Bank or their respective successors and assigns and such failure is not cured within any applicable cure period.
7. There is any loss, theft, damage, or destruction of any Collateral not covered by insurance, unless such uninsured loss, theft, damage, or destruction could not have a material adverse effect on the Borrower's or any of its Subsidiaries' financial condition, properties, business, affairs, or operations.
8. Any event occurs that would permit the Pension Benefit Guaranty Corporation to terminate any employee benefit plan of any Obligor or any Subsidiary of any Obligor.
9. Any Obligor or any of its Subsidiaries or any Pledgor: (a) becomes insolvent or unable to pay its debts as they become due; (b) makes an assignment for the benefit of creditors; (c) consents to the appointment of a custodian, receiver, or trustee for itself or for a substantial part of its Property; (d) commences any proceeding under any bankruptcy, reorganization, liquidation, insolvency or similar laws; (e) conceals or removes any of its Property, with intent to hinder, delay or defraud any of its creditors; (f) makes or permits a transfer of any of its Property, which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law; or (g) makes a transfer of any of its Property to or for the benefit of a creditor at a time when other creditors similarly situated

have not been paid.

10. A custodian, receiver, or trustee is appointed for any Obligor or any of its Subsidiaries or any Pledgor or for a substantial part of their respective Property and such appointment remains undismissed for thirty (30) days after appointment.
11. Any Obligor or any of its Subsidiaries, without the Bank's written consent: (a) liquidates or is dissolved; (b) merges or consolidates with any other Person; (c) leases, sells or otherwise conveys a material part of its assets or business outside the ordinary course of its business; (d) leases, purchases, or otherwise acquires a material part of the assets of any other Person, except in the ordinary course of its business; or (e) agrees to do any of the foregoing; *provided, however*, that any Subsidiary of an Obligor may merge or consolidate with any other Subsidiary of that Obligor, or with the Obligor, so long as the Obligor is the survivor.
12. Proceedings are commenced under any bankruptcy, reorganization, liquidation, or similar laws against any Obligor or any of its Subsidiaries or any Pledgor and remain undismissed for thirty (30) days after commencement; or any Obligor or any of its Subsidiaries or any Pledgor consents to the commencement of those proceedings.
13. Any judgment is entered against any Obligor or any of its Subsidiaries, or any attachment, seizure, sequestration, levy, or garnishment is issued against any Property of any Obligor or any of its Subsidiaries or of any Pledgor or any Collateral and with respect to each of the foregoing, the uninsured amount in dispute exceeds $1,000,000.00 and the filing, service or proceeding in question is not stayed, dismissed, vacated or released (as applicable) or security is not posted in a manner and amount satisfactory to the applicable court for a period of thirty (30) consecutive days.
14. Any individual Obligor or Pledgor dies, or a guardian or conservator is appointed for any individual Obligor or Pledgor or all or any portion of their respective Property, or the Collateral.
15. Any material adverse change occurs in: (a) the financial condition, business, assets or operations of any Obligor; (b) any Obligor's ability to perform its obligations under the Related Documents; or (c) the Collateral.

Remedies. If this Note is not paid at maturity, whether by acceleration or otherwise, the Bank shall have all of the rights and remedies provided by any law or agreement, in equity or otherwise. The Bank is authorized to cause all or any part of the Collateral to be transferred to or registered in its name or in the name of any other Person, with or without designating the capacity of that nominee. Without limiting any other available remedy, the Borrower is liable for any deficiency remaining after disposition of any Collateral. The Borrower is liable to the Bank for all reasonable costs and expenses of every kind incurred (or charged by internal allocation) in connection with the negotiation, preparation, execution, filing, recording, modification, supplementing and waiver of this Note or the other Related Documents and the making, servicing and collection of this Note or the other Related Documents and any other amounts owed under this Note or the other Related Documents, including without limitation reasonable attorneys' fees and court costs. These costs and expenses include without limitation any costs or expenses incurred by the Bank in any bankruptcy, reorganization, insolvency or other similar proceeding.

Waivers. Each Obligor waives: (a) to the extent not prohibited by law, all rights and benefits under any laws or statutes regarding sureties, as may be amended; (b) any right to receive notice of the following matters before the Bank enforces any of its rights: (i) the Bank's acceptance of this Note, (ii) any credit that the Bank extends to the Borrower, (iii) the Borrower's default, (iv) any demand, diligence, presentment, dishonor and protest, or (v) any action that the Bank takes regarding the Borrower, anyone else, any Collateral, or any of the Liabilities, that it might be entitled to by law, under any other agreement, in equity or otherwise; (c) any right to require the Bank to proceed against the Borrower, any other Obligor, or any Collateral, or pursue any remedy in the Bank's power to pursue; (d) any defense based on any claim that any endorser's or other Obligor's obligations exceed or are more burdensome than those of the Borrower; (e) the benefit of any statute of limitations affecting liability of any endorser or other Obligor or the enforcement hereof; (f) any defense arising by reason of any disability or other defense of the Borrower or by reason of the cessation from any cause whatsoever (other than payment in full) of the obligation of the Borrower for the Liabilities; and (g) any defense based on or arising out of any defense that the Borrower may have to the payment or performance of the Liabilities or any portion thereof. Each Obligor consents to any extension or postponement of time of its payment without limit as to the number or period, to any substitution, exchange or release of all or any part of the Collateral, to the addition of any other Person, and to the release or discharge of, or suspension of any rights and remedies against, any Obligor. The Bank may waive or delay enforcing any of its rights without losing them. Any waiver affects only the specific terms and time period stated in the waiver. No modification or waiver of any provision of this Note is effective unless it is in writing and signed by the Person against whom it is being enforced.

Cooperation. The Borrower agrees to fully cooperate with the Bank and not to delay, impede or otherwise interfere with the efforts of the Bank to secure payment from the Collateral including actions, proceedings, motions, orders, agreements or other matters relating to relief from automatic stay, abandonment of Property, use of cash Collateral and sale of the Collateral free and clear of all Liens.

Rights of Subrogation. Each Obligor waives and agrees not to enforce any rights of subrogation, contribution or indemnification that it may have against the Borrower, any other Obligor, or the Collateral, until the Borrower and such Obligor have fully performed all their obligations to the Bank, even if those obligations are not covered by this Note.

Reinstatement. The Borrower agrees that to the extent any payment or transfer is received by the Bank in connection with the Liabilities evidenced by this Note, and all or any part of the payment or transfer is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be transferred or repaid by the Bank or transferred or paid over to a trustee, receiver or any other Person, whether under any bankruptcy act or otherwise (any of those payments or transfers is hereinafter referred to as a **"Preferential Payment"**), then this Note shall continue to be effective or shall be reinstated, as the case may be, even if all those Liabilities have been paid in full and whether or not the Bank is in possession of this Note, or whether the Note has been marked paid, released or canceled, or returned to the Borrower and, to the extent of the payment, repayment or other transfer by the Bank, the Liabilities or part intended to be satisfied by the Preferential Payment shall be revived and continued in full force and effect as if the Preferential Payment had not been made.

Governing Law and Venue. This Note shall be governed by and construed in accordance with the laws of the State of Washington (without giving effect to its laws of conflicts). The Borrower agrees that any legal action or proceeding with respect to any of its obligations under this Note may be brought by the Bank in any state or federal court located in the State of Washington, as the Bank in its sole discretion may elect. By the execution and delivery of this Note, the Borrower submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Borrower waives any claim that the State of Washington is not a convenient forum or the proper venue for any such suit, action or proceeding.

Miscellaneous. If more than one Borrower executes this Note: (i) each Borrower is liable jointly and severally for the Liabilities evidenced by this Note; (ii) the term "Borrower" means any one or more of them; and (iii) the receipt of value by any one of them constitutes the receipt of value by the others. This Note binds the Borrower and its successors, and benefits the Bank, its successors and assigns. Any reference to the Bank includes any holder of this Note. This Note is subject to that certain Credit Agreement by and between the Borrower and the Bank, dated December 5, 2014, and all amendments, restatements and replacements thereof (the **"Credit Agreement"**) to which reference is hereby made for a more complete statement of the terms and conditions under which the loan evidenced hereby is made and is to be repaid. The terms and provisions of the Credit Agreement are hereby incorporated and made a part hereof by this reference thereto with the same force and effect as if set forth at length herein. No reference to the Credit Agreement and no provisions of this Note or the Credit Agreement shall alter or impair the absolute and unconditional obligation of the Borrower to pay the principal and interest on this Note as herein prescribed. Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement. Section headings are for convenience of reference only and do not affect the interpretation of this Note. Any notices and demands under or related to this Note shall be in writing and delivered to the intended party at its address stated herein, and if to the Bank, at its main office if no other address of the Bank is specified herein, by one of the following means: (a) by hand; (b) by a nationally recognized overnight courier service; or (c) by certified mail, postage prepaid, with return receipt requested. Notice shall be deemed given: (a) upon receipt if delivered by hand; (b) on the Delivery Day after the day of deposit with a nationally recognized courier service; or (c) on the third Delivery Day after the notice is deposited in the mail. "Delivery Day" means a day other than a Saturday, a Sunday, or any other day on which national banking associations are authorized to be closed. Any party may change its address for purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision. This Note and the other Related Documents embody the entire agreement between the Borrower and the Bank regarding the terms of the loan evidenced by this Note and supercede all oral statements and prior writings relating to that loan. No delay on the part of the Bank in the exercise of any right or remedy waives that right or remedy. No single or partial exercise by the Bank of any right or remedy precludes any other future exercise of it or the exercise of any other right or remedy. No waiver or indulgence by the Bank of any default is effective unless it is in writing and signed by the Bank, nor shall a waiver on one occasion bar or waive that right on any future occasion. The rights of the Bank under this Note and the other Related Documents are in addition to other rights (including without limitation, other rights of setoff) the Bank may have contractually, by law, in equity or otherwise, all of which are cumulative and hereby retained by the Bank. If any provision of this Note cannot be enforced, the remaining portions of this Note shall continue in effect. The Borrower agrees that the Bank may provide any information or knowledge the Bank may have about the Borrower or about any matter relating to this Note or the Related Documents to JPMorgan Chase & Co., or any of its Subsidiaries or Affiliates or their successors, or to any one or more purchasers or potential purchasers of this Note or the Related Documents. The Borrower agrees that the Bank may at any time sell, assign or transfer one or more interests or participations in all or any part of its rights and obligations in this Note to one or more purchasers whether or not related to the Bank. Time is of the essence under this Note and in the performance of every term, covenant and obligation contained herein.

Government Regulation. The Borrower shall not (a) be or become subject at any time to any law, regulation, or list of any government agency (including, without limitation, the U.S. Office of Foreign Asset Control list) that prohibits or limits the Bank from making any advance or extension of credit to the Borrower or from otherwise conducting business with the Borrower, (b) fail to maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, (c) fail to promptly inform the Bank in writing of all existing and all threatened litigation, claims, investigations, administrative proceedings and similar actions or changes in Legal Requirements affecting it which could materially affect its business, assets, affairs, prospects or financial condition, or (d) fail to provide documentary and other evidence of the Borrower's identity as may be requested by the Bank at any time to enable the Bank to verify the Borrower's identity or to comply with any applicable law or regulation, including, without limitation, Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318.

USA PATRIOT ACT NOTIFICATION. The following notification is provided to the Borrower pursuant to Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318:

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each Person that opens an account, including any deposit account, treasury management account, loan, other extension of credit, or other financial services product. What this means for the Borrower: When the Borrower opens an account, if the Borrower is an individual, the Bank will ask for the Borrower's name, taxpayer identification number, residential address, date of birth, and other information that will allow the Bank to identify the Borrower, and if the Borrower is not an individual, the Bank will ask for the Borrower's name, taxpayer identification number, business address, and other information that will allow the Bank to identify the Borrower. The Bank may also ask, if the Borrower is an individual, to see the Borrower's driver's license or other identifying documents, and if the Borrower is not an individual, to see the Borrower's legal organizational documents or other identifying documents.

WAIVER OF SPECIAL DAMAGES. THE BORROWER WAIVES, TO THE **MAXIMUM** EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE BANK IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

JURY WAIVER. THE BORROWER AND THE BANK (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE BORROWER AND THE BANK ARISING OUT OF OR IN ANY WAY RELATED TO THIS NOTE OR THE OTHER RELATED DOCUMENTS. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE BANK TO PROVIDE THE FINANCING EVIDENCED BY THIS NOTE.

Prepayment/Funding Loss Indemnification. The Borrower may prepay all or any part of any CB Floating Rate Advance at any time without premium or penalty.

The Borrower shall pay the Bank amounts sufficient (in the Bank's reasonable opinion) to compensate the Bank for any loss, cost, or expense incurred as a result of:

A. Any payment of a LIBOR Rate Advance on a date other than the last day of the Interest Period for the Advance, including, without limitation, acceleration of the Advances by the Bank pursuant to this Note or the other Related Documents; or

B. Any failure by the Borrower to borrow or renew a LIBOR Rate Advance on the date specified in the relevant notice from the Borrower to the Bank.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

Address 17750 SE 6th Way
Vancouver, WA 98683

Borrower:
Nautilus, Inc

By: [signature]

Sidharth Nayar — Chief Financial Officer
Printed Name — Title

Date Signed: 12 · 31 · 2015

Outside Counsel Prepared

EXHIBIT 21

SUBSIDIARIES OF NAUTILUS, INC.

Nautilus, Inc., a Washington corporation
- Nautilus Fitness Canada, Inc., a Canadian corporation
- Nautilus (Shanghai) Fitness Co., Ltd., a Chinese corporation
- Nautilus (Shanghai) Fitness Equipments Co., Ltd., a Chinese corporation
- OF Holdings, Inc., a Delaware corporation
- Octane Fitness, LLC, a Minnesota limited liability company
- US Octane Fitness Limited, a Hong Kong corporation
- Octane Fitness International, B.V., a Netherlands corporation
- Octane Fitness UK Ltd, a United Kingdom corporation

EXHIBIT 23

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statements No. 333-204455, 333-126054, 333-46936 and 333-79643 on Form S-8 of our reports dated February 25, 2016, relating to the consolidated financial statements of Nautilus, Inc., and the effectiveness of Nautilus, Inc.'s internal control over financial reporting, appearing in this Annual Report on Form 10-K of Nautilus, Inc. for the year ended December 31, 2015.

/s/ Deloitte & Touche LLP

Portland, Oregon
February 25, 2016

EXHIBIT 31.1

CERTIFICATION

I, Bruce M. Cazenave, certify that:

1. I have reviewed this annual report on Form 10-K of Nautilus, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

February 25, 2016	By:	**/s/ Bruce M. Cazenave**
Date		Bruce M. Cazenave
		Chief Executive Officer (Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATION

I, Sidharth Nayar, certify that:

1. I have reviewed this annual report on Form 10-K of Nautilus, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

February 25, 2016	By: **/s/ Sidharth Nayar**
Date	Sidharth Nayar
	Chief Financial Officer (Principal Financial and Accounting Officer)

EXHIBIT 32.1

Certification
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
(Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code)

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code), the undersigned officers of Nautilus, Inc., a Washington corporation (the "Company"), do hereby certify that:

To our knowledge, the Annual Report on Form 10-K for the year ended December 31, 2015 (the "Form 10-K") of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and information contained in the Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

February 25, 2016	By: **/s/ Bruce M. Cazenave**
Date	Bruce M. Cazenave
	Chief Executive Officer (Principal Executive Officer)

February 25, 2016	By: **/s/ Sidharth Nayar**
Date	Sidharth Nayar
	Chief Financial Officer (Principal Financial and Accounting Officer)