

11-03-1998

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U.S. DEPARTMENT OF COMMERCE

1-31-92

Patent and Trademark Office

10-19-98



100866160

To the Honorable Commissioner

Attached original documents or copy thereof.

1. Name and Address of Conveying Party(ies):

Celestron International
2835 Columbia Street
Torrance, CA 90503

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation -- State: California
- Other:
- Additional Name(s) of Conveying Party(ies) Attached

2. Name and Address of Receiving Party(ies):

Heller Financial, Inc.
500 West Monroe
Chicago, Illinois 60661

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation -- State: Delaware
- Other:
- Additional Name(s) of Receiving Party(ies) Attached
- Assignee is not domiciled in the United States, a Domestic Representative Designation is Attached.

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other:

Execution Date: 07/23/98

4. Application Number(s) or Registration Number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2013624 2025422 2023710 1557787 1547189 1418234 1139857

Additional Numbers Attached

5. Name and Address of Party to Whom Correspondence Concerning Documents Should Be Mailed:

Theodore F. Shiels
Gardere & Wynne, L.L.P.
1601 Elm Street, Suite 3000
Dallas, Texas 75201

214-999-4632 - Telephone
214-999-4667 - Facsimile

6. Total Number of Applications and Registrations Involved: 7

7. Total Fee (37 CFR 3.41): \$190.00

- Enclosed
- Authorized to be Charged to Deposit Account
- Charge Any Deficiencies to Deposit Account

8. Deposit Account Number: 07-0153

9. Statement and Signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attachment copy is a true copy of the original document.

Theodore F. Shiels
Theodore F. Shiels, Reg. No. 31,569
Oct. 15, 1998
Date

Certificate of Mailing
I hereby certify that this Recordation Form Cover Sheet, together with the attached Assignment, is being deposited with the U.S. Postal Service as first class mail in an envelope addressed to the Commissioner for Patents and Trademarks, Washington, DC 20231 on:
October 15, 1998
Date
Sherri O. Byrd
Sherri O. Byrd

Mail To: Commissioner of Patents and Trademarks,
Box ASSIGNMENTS, Washington, D.C. 20231

Total # of Pages Including This Cover Sheet: 8

TRADEMARK SECURITY AGREEMENT

WHEREAS, CELESTRON INTERNATIONAL, a California corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, TASCOS SALES, INC. f/k/a Tasco Acquisition Corp. (the "Borrower"), TASCOS HOLDINGS, INC., a Delaware corporation, Heller Financial, Inc. ("Agent") and the lenders named therein are parties to an Amended and Restated Credit Agreement dated as of May 7, 1996 (as same has been and may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Borrower by Agent and certain other financial institutions that are parties to the Credit Agreement or become lenders pursuant to assignments under subsection 9.1 of the Credit Agreement (Agent and such other lenders are collectively called "Lenders"); and

WHEREAS, pursuant to the terms of that certain Guaranty of even date herewith the "Guaranty"), Grantor has guaranteed the prompt payment and performance of the obligations of Borrower under the Credit Agreement; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of even date herewith (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure, inter alia, the payment of all amounts owing by Grantor under the Guaranty;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

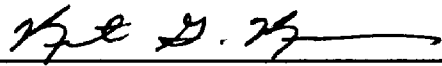
(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 23rd day of July, 1998.

CELESTRON INTERNATIONAL

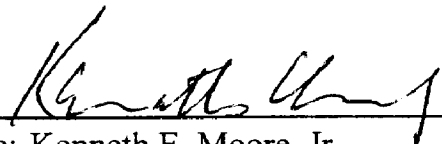
By: 

Name: Kurt G. Keene

Title: Vice President

Acknowledged:

HELLER FINANCIAL, INC.,
as Agent

By: 

Name: Kenneth E. Moore, Jr.

Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF TEXAS

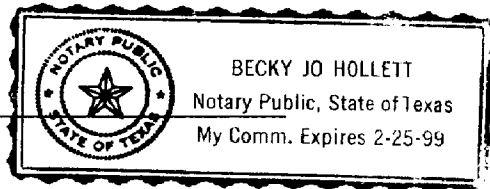
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COUNTY OF DALLAS

On the 23rd day of July, 1998, before me personally appeared Kurt G. Keene, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Vice President of Celestron International who being by me duly sworn, did depose and say that he is Vice President of Celestron International, the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Becky Jo Hollett
Notary Public

My commission expires: _____



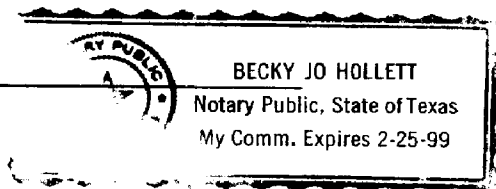
ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF DALLAS §

On the 23rd day of July, 1998, before me personally appeared Kenneth E. Moore, Jr., to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Senior Vice President of Heller Financial, Inc. who being by me duly sworn, did depose and say that he is Senior Vice President of Heller Financial, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Becky Jo Hollett
Notary Public

My commission expires: _____



Schedule 1
to Trademark
Security Agreement

UNITED STATES TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
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See Attached

UNITED STATES TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Date of Filing</u>
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FOREIGN TRADEMARK REGISTRATIONS

FOREIGN TRADEMARK APPLICATIONS

TRADEMARK LICENSES

UNREGISTERED TRADEMARKS

Schedule 1
to Trademark
Security Agreement

UNITED STATES TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
ENDURO	US	RN 2,013,624	11/5/96 - 11/5/06
REGAL	US	RN 2,025,422	12/24/96 - 12/24/06
STAR HOPPER	US	RN 2,023,710	12/17/96 - 12/16/06
ASTRO MASTER	US	RN 1,557,787	9/26/89 - 9/26/09
ULTIMA	US	RN 1,547,189	7/11/89 - 7/11/09
STARBRIGHT	US	RN 1,418,234	11/25/86 - 11/26/06
CELESTRON	US	RN 1,139,857	9/23/80 - 9/23/00

UNITED STATES TRADEMARK APPLICATIONS

NONE.

FOREIGN TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
CELESTRON	AU	RN A277, 736	4/22/74 (R) 4/22/09
CELESTRON	BX	RN 376, 668	10/8/81 (R) 10/8/01
CELESTRON	CN	RN 273, 873	11/9/82 (R) 11/19/02
CELESTRON	DK	RN 01.941-1982	5/28/82 (R) 5/28/02
CELESTRON	FL	RN 88, 891	5/21/84 (R) 5/21/04
CELESTRON	FR	RN 1,514,060	2/13/89 (R) 2/13/99
(STYLIZED)			
CELESTRON	GM	RN 1,006,815	11/5/79 (R) 11/5/99
CELESTRON	GR	RN 70,744	1/11/82 (R) 1/11/02
CELESTRON	HK	RN 325, 1983	6/4/81 (R) 6/4/02
CELESTRON	IT	RN 11-952	3/2/79 - 3/2/99
CELESTRON	IT	RN 385, 428	2/5/80 - 2/5/00
CELESTRON	JP	RN 1,611,340	8/30/83 (R) 8/30/03
CELESTRON	MX	RN 513,281	11/17/95 - 11/17/05
CELESTRON	MW	RN 117,154	6/7/84 (R) 6/7/04
CELESTRON	NZ	RN A139210	10/6/81 (R) 10/6/02
CELESTRON	OS	RN 98,932	2/11/82 (R) 2/11/02
CELESTRON	SA	RN 82/5499	7/22/82 (R) 7/22/02
CELESTRON	SG	RN 2625/81	6/16/81 (R) 6/16/02
CELESTRON	SP	RN 998,199(7)	3/5/83 - 3/5/03
CELESTRON	SW	RN 183, 906	11/12/82 (R) 11/12/02

CELESTRON	SZ	RN 307,149	11/6/79 (R) 11/6/99
CELESTRON	TW	RN 190,223	9/16/82 (R) 9/16/02
CELESTRON	TW	RN 184,431	7/16/82 (R) 7/16/02
CELESTRON	UK	RN 1,123,796	9/27/79 (R) 9/27/00
CELESTRON	VZ	RN 113,091-F	10/16/81 - 8/19/00
CELESTRON	WW	RN 445,682 (INT)	7/6/99 (R) 7/6/99
CELESTRON	PRC	RN 101,185 2	5/21/97 - 5/20/07

FOREIGN TRADEMARK APPLICATIONS

NONE.

TRADEMARK LICENSES

There are no licenses to or from Celestron except pursuant to the following:

The company pays Wild Birds Unlimited a royalty on the binoculars sold to their franchises containing a dual label.

UNREGISTERED TRADEMARKS

DUAL-LABELED PRODUCTS - Celestron &
 Wild Birds Unlimited (Binoculars & Spotting Scopes)
 L.L. Bean (Binoculars & Telescopes)
 Eagle Optics (Binoculars, Telescopes & Spotting Scopes)

PRIVATE LABEL PRODUCTS
 Levenger (Hand Telescopes, Spotting Scopes)
 Eastern Mountain Sports (Binoculars)