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09-13-1999

101144427

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents ... the attached original documents or copy thereof.

**1. Name of conveying party(ies):**

Meade Instruments Corp.

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State Delaware
- ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**2. Name and address of receiving party(ies):**

Name: Bank of America, N.A., as Administrative Agent

Internal Address: Attn: Meade Instruments Acct. Officer

Street Address: 675 Anton Blvd.

City: Costa Mesa State: CA ZIP: 92626

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other national banking association

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

**3. Nature of conveyance:**

- ☐ Assignment
- ☐ Merger
- ☒ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: August 31, 1999

**4. Application number(s) or registration number(s):**

A. Trademark Application No.(s)

see attached Exhibit A

B. Trademark registration No.(s)

see attached Exhibit A

Additional numbers attached? ☒ Yes ☐ No

**5. Name and address of party to whom correspondence concerning document should be mailed:**

Name: Sheppard, Mullin, Richter & Hampton LLP

Internal Address: Attn: J. Cravitz

Street Address: 333 S. Hope St., 48th Floor

City: Los Angeles State: CA ZIP: 90071

**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

**8. Deposit account number:**

(Attach duplicate copy of this page if paying by deposit account)

09/10/1999 JSHABAZZ 00000052 75697423 DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 150.00 OP

**9. Statement and signature.**

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

John E. Friedrichs, Esq. — Name of Person Signing
Signature
Sept. 7, 1999 — Date

Total number of pages comprising cover sheet: 21

OMB No. 0651-0011 (exp. 4/94)

**Do not detach this portion**

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks**
**Box Assignments**
**Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

EXHIBIT A to

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Existing and Pending Trademarks
Meade Instruments Corp.

| Mark | Serial No./ Registration No. | Filed/ Issued |
|---|---|---|
| Autostar | 75/697423 | 05/06/99 |
| Design (M logo) | 2013126 | 11/05/96 |
| Digital Electronic Series | 75/697401 | 05/06/99 |
| DS | 75/697424 | 05/06/99 |
| ETX | 2144281 | 03/17/98 |
| Meade | 2082786 | 07/29/97 |
| Meade and Design (M Logo) | 1156176 | 06/02/81 |

# TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 31, 1999, is made by Meade Instruments Corp., a Delaware corporation ("Grantor") in favor of Bank of America, N.A., as the Agent under the Loan Agreement referred to below for the ratable benefit of each of the Lenders which are parties to the Loan Agreement from time to time, as Secured Party, with reference to the following facts:

## RECITALS

A. Pursuant to that certain Loan Agreement of even date herewith entered into among Grantor, the lenders from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") and Bank of America, N.A., as Administrative Agent (the "Agent") for itself and for the other Lenders (as such agreement may from time to time be amended, extended, renewed, supplemented or otherwise modified, the "Loan Agreement"), the Lenders have agreed to provide Grantor with certain credit facilities.

B. The Loan Agreement provides, as a condition of the availability of such credit facilities, that Grantor shall enter into this Agreement and shall grant security interests to Secured Party as herein provided.

## AGREEMENT

NOW, THEREFORE, in order to induce the Lenders to extend the aforementioned credit facilities to Grantor, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby represents, warrants, covenants and agrees as follows:

1. Definitions. This Agreement is the Trademark Security Agreement referred to in the Loan Agreement. Terms defined in the Loan Agreement and not otherwise defined in this Agreement shall have the meanings defined for those terms in the Loan Agreement. As used in this Agreement, the following terms shall have the meanings respectively set forth after each:

"Agreement" means this Trademark Security Agreement, and any extensions, modifications, renewals, restatements, supplements or amendments hereof.

"Collateral" means and includes all of the following: (a) all of Grantor's now-existing, or hereafter acquired, right, title, and interest in and to all of Grantor's trademarks, trade names, trade styles, and service marks; all prints and labels on which said trademarks, trade names, trade styles, and service marks appear, have appeared, or will appear, and all designs and general intangibles of a like nature; all applications, registrations, and recordings relating to the foregoing in the United States Patent and Trademark Office ("USPTO") or in any similar office or agency of the United States of America, any State thereof, or any political subdivision thereof (provided that no "intent to use" application filed by Grantor with the USPTO relating to the foregoing shall constitute part of the Collateral unless and until Grantor files a "declaration of use" with respect to such application and the USPTO accepts such declaration), and all reissues, extensions, and renewals thereof, including those trademarks, trade names, trade styles, service marks, terms, designs, and applications described in Schedule 1 hereto (the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all licenses and sublicenses of trademarks, trade names, trade styles and service marks, to the extent that there exists no prohibition as a matter of law on the transfer thereof for security as contemplated by this Agreement, and (d) any and all proceeds of any of the foregoing, including any claims by Grantor against third parties for past, present and future infringement of the Trademarks or any licenses with respect thereto;

provided that the term "Collateral", as used in this Agreement, shall not include any license, contract or other agreement, which provides that the granting of a security interest by Grantor therein would constitute a breach or default under such agreement.

"Secured Obligations" means any and all present and future Obligations of any type or nature of Grantor to the Agent, the Lenders, and any one or more of them, arising under or relating to the Loan Documents or any one or more of them, whether due or to become due, matured or unmatured, liquidated or unliquidated, or contingent or noncontingent, including Obligations of performance as well as Obligations of payment, and including interest that accrues after the commencement of any bankruptcy or insolvency proceeding by or against Grantor.

"Secured Party" means the Agent who shall receive and hold the security interests granted hereunder for the ratable benefit of each of the Lenders which are parties to the Loan Agreement from time to time. Subject to the terms and conditions

of the Loan Agreement, any right, remedy, privilege, or power of Secured Party shall be exercised by the Agent.

2. Security Agreement. For valuable consideration, Grantor hereby grants and assigns to Secured Party a security interest, to secure the prompt and indefeasible payment and performance of the Secured Obligations, and each of them, in and to all of the presently existing and hereafter acquired Collateral. This Agreement is a continuing and irrevocable agreement and all the rights, powers, privileges and remedies hereunder shall apply to any and all Secured Obligations, including those arising under successive transactions which shall either continue the Secured Obligations, increase or decrease them and notwithstanding the bankruptcy of Grantor or any other event or proceeding affecting Grantor.

3. Representations, Warranties and Covenants. Grantor represents, warrants and agrees that:

(a) To Grantor's knowledge, all of the existing Collateral is valid and subsisting and in full force and effect, and Grantor owns the sole, full, and clear title thereto, and the right and power to grant the security interests granted hereunder. Grantor will, at its expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral as valid, subsisting, and registered trademarks, including, without limitation, the filing of any renewal affidavits and applications provided that Grantor may abandon or not renew such trademark if it determines to do so in its reasonable business judgment. The Collateral is not subject to any Liens, mortgages, assignments or licenses of any nature whatsoever, whether recorded or unrecorded, except as permitted by the Loan Agreement, and, to Grantor's knowledge, the Collateral is not subject to any claims, except as permitted by the Loan Agreement.

(b) To Grantor's knowledge, as of the date hereof, neither Grantor nor any of its Subsidiaries has any Trademarks registered, or subject to pending applications, in the USPTO, or any similar office or agency in the United States of America, or any other country other than those described in Schedule 1.

(c) Grantor shall not file any application for the registration of a trademark with the USPTO or any similar office or agency in the United States of America, or State therein, unless Grantor has informed Secured Party of such action in advance or informs Secured Party promptly thereafter. Upon request of Secured Party, Grantor shall execute and deliver to Secured Party any and all agreements, instruments, documents, and such other papers as may be reasonably requested by Secured Party to evidence the grant and assignment of a security interest to Secured

Party of such trademark (other than mere "intent to use" filings). Grantor authorizes Secured Party to modify this Agreement by amending Schedule 1 on a quarterly basis to include any new trademark or service mark, and any trademark or service mark renewal of Grantor applied for and obtained hereafter.

(d) Grantor has not abandoned any of the Trademarks, and Grantor will not do any act, or omit to do any act, whereby the Trademarks may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable, except to the extent Grantor determines, in its reasonable business judgment, to abandon any such Trademark. Grantor shall notify Secured Party promptly if it knows, or has reason to know, of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, or unenforceable.

(e) Grantor will render any assistance, as Secured Party may reasonably determine is necessary, to Secured Party in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States of America, or any State therein, to protect Secured Party's security interest in the Trademarks.

(f) Grantor assumes all responsibility and liability arising from the use of the Trademarks, and Grantor hereby indemnifies and holds the Agent and each of the Lenders harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by Grantor (or any Affiliate or Subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, or advertisement of any such product by Grantor or any Affiliate or Subsidiary thereof.

(g) Grantor shall promptly notify Secured Party in writing of any adverse determination in any proceeding in the USPTO or domestic governmental agency, court or body, regarding Grantor's ownership of any of the Trademarks. In the event Grantor becomes aware of any material infringement of any of the Trademarks by a third party, Grantor shall promptly notify Secured Party of such infringement and shall diligently pursue damages or an injunction for such infringement.

(h) Grantor shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, assurances, and instruments, in each case in form and substance reasonably satisfactory to Secured Party, relating to the creation, validity, or perfection of the security interests provided for in this Agreement under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., the Uniform Commercial Code or other Law of the United States of America, the State of California, or of any other

States as Secured Party may from time to time reasonably request, and shall take all such other action as the Secured Party may reasonably require to protect Secured Party's security interest in any of the Collateral, and Grantor hereby irrevocably authorizes Secured Party or its designee, at Grantor's expense, to execute such documents, and file such financing statements with respect thereto with or without Grantor's signature, as Secured Party may reasonably deem appropriate to protect and preserve such security interest. In the event that any recording or refiling (or the filing of any statement of continuation or assignment of any financing statement) or any other action, is required at any time to protect and preserve such security interest, Grantor shall, at its sole cost and expense, cause the same to be done or taken at such time and in such manner as may be necessary and as may be reasonably requested by Secured Party. Grantor further authorizes Secured Party to have this security agreement recorded or filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

(i) Secured Party is hereby irrevocably appointed by Grantor as its lawful attorney and agent, with full power of substitution to execute and deliver on behalf of and in the name of Grantor, such financing statements and other similar documents and agreements for the purpose of perfecting, protecting or effecting the security interests granted herein and effected hereby, under any applicable Law, and Secured Party is hereby authorized to file on behalf of and in the name of Grantor, at Grantor's sole expense, such financing statements and other similar documents and agreements in any appropriate governmental office.

(j) Secured Party may, in its sole discretion, upon the occurrence and during the continuance of an Event of Default (i) pay any amount which Grantor fails to pay as reasonably required hereunder to preserve, defend, protect, maintain, record, amend, or enforce the Secured Obligations, the Collateral, or the security interest granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, and reasonable attorneys' fees, and (ii) do any act which Grantor fails to do as reasonably required hereunder to preserve, defend, protect, maintain, record, amend, or enforce the Secured Obligations, the Collateral, or the security interest granted hereunder. Grantor will be liable to Secured Party for any such payment, and any amount so paid shall be an expense reimbursable by Grantor under Section 11.3 of the Loan Agreement.

4. Rights and Remedies. Upon the occurrence and during the continuance of any such Event of Default, in addition to all other rights and remedies of Secured Party, whether provided under Law, the Loan Agreement or otherwise, Secured Party may enforce its security interest hereunder which may be exercised without notice to,

or consent by, Grantor, except as such notice or consent is expressly provided for hereunder. Upon such enforcement:

(a) Secured Party may use any of the Trademarks for the sale of goods, completion of work in process, or rendering of services to the extent necessary in connection with enforcing any security interest granted to Secured Party by Grantor or any Subsidiary of Grantor.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions and in such manner, as Secured Party shall, in its reasonable discretion, deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or nonexclusive basis throughout all or part of the United States of America and its territories and possessions.

(c) Secured Party may assign, sell, or otherwise dispose of the Collateral, or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Grantor with ten (10) days' prior written notice of any proposed disposition of the Collateral. Grantor expressly waives any right to receive notice of any public or private sale of any Collateral or other security for the Secured Obligations except as expressly provided in this Section 4(c). Secured Party shall have the power to buy the Collateral, or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Grantor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to Section 4(c) hereof, Secured Party may, at any time, execute and deliver, on behalf of Grantor, pursuant to the authority granted in powers of attorney, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Grantor agrees to pay Secured Party, on demand, all costs incurred in any such transfer of the Collateral, including, but not limited to any taxes, fees, and reasonable attorneys' fees.

(e) Secured Party shall apply the proceeds actually received from any such use, license, assignment, sale, or other disposition of Collateral first to the reimbursable reasonable costs and expenses of Secured Party (including reasonable attorney's fees and out-of-pocket expenses) of using, assigning, retaking, holding, storing, processing and preparing for sale or lease, selling, leasing, collecting,

liquidating and the like the Collateral, second to the payment of accrued and unpaid interest due under any Loan Documents and to the satisfaction of all other Secured Obligations as provided in Section 9.2(d) of the Loan Agreement, and third to Grantor or any other Person legally entitled thereto. Grantor shall remain liable to Secured Party for any expenses or Secured Obligations remaining unpaid after the application of such proceeds, and Grantor will pay Secured Party any such unpaid amount, together with interest thereon at the rate(s) provided for and on the terms set forth in the Loan Agreement.

(f) Upon request of Secured Party, Grantor shall supply to Secured Party, or Secured Party's designee, Grantor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Grantor's customer lists and other records relating to the Trademarks and the distribution thereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under Law, the Loan Agreement, this Agreement, or otherwise shall be cumulative, and none is exclusive of any right or remedy otherwise provided herein or in any of the other Loan Documents, at Law or in equity. Such rights and remedies may be enforced alternatively, successively, or concurrently.

Secured Party or Secured Party's designee will keep such confidential information, lists or records provided hereunder in confidence in accordance with Section 11.15 of the Loan Agreement.

If (i) an Event of Default shall have occurred and, by reason of cure, waiver, modification, amendment or otherwise, no longer be continuing, (ii) no other Event of Default shall have occurred and be continuing, (iii) an assignment to Secured Party of any rights, title and interests in and to the Collateral shall have been previously made, and (iv) the Secured Obligations shall not have become immediately due and payable, upon the written request of Grantor, Secured Party shall promptly execute and deliver to Grantor such assignments as may be necessary to reassign to Grantor any such rights, title and interests as may have been assigned to Secured Party as aforesaid, subject to any disposition thereof that may have been made by Secured Party; provided, after giving effect to such reassignment, Secured Party's security interest granted pursuant hereto, as well as all other rights and remedies of Secured Party granted hereunder, shall continue to be in full force and effect; and provided further, the rights, title and interests so reassigned shall be free and clear of all Liens other than Liens (if any) encumbering such rights, title and interest at the time of their assignment to Secured Party and Permitted Encumbrances.

5. Waivers.

(a) Secured Party shall not be required to marshal any present or future security for (including, but not limited to, this Agreement and the Collateral subject to a security interest hereunder), or guaranties of, the Secured Obligations or any of them, or to resort to such security or guaranties in any particular order. Grantor hereby agrees that it will not invoke any Law relating to the marshaling of collateral which might cause delay in or impede the enforcement of Secured Party's rights under this Agreement or any other instrument evidencing any of the Secured Obligations or by which any of such Secured Obligations is secured or guaranteed, and Grantor hereby irrevocably waives the benefits of all such Laws.

(b) Except for notices specifically provided for herein, Grantor hereby expressly waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to Secured Obligations and any collateral therefor, Grantor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, of any Person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as Secured Party may deem advisable. Secured Party shall have no duty as to the protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto except as otherwise required by Law. Secured Party may exercise its rights with respect to the Collateral without resorting or regard to other collateral or sources of reimbursement for liability. Secured Party shall not be deemed to have waived any of its rights upon or under the Loan Agreement or the Collateral unless such waiver be in writing and signed by the Secured Party. All rights and remedies of the Secured Party under the Loan Agreement or on the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

6. Costs and Expenses. Grantor will pay any and all charges, costs and taxes incurred by Secured Party in implementing or subsequently amending this Agreement, including, without limitation, recording and filing fees, appraisal fees, stamp taxes, and reasonable fees and out-of-pocket expenses of Secured Party's counsel, and the allocated cost of in-house counsel to Secured Party, in connection with this Agreement, and in the enforcement of this Agreement and in the enforcement or foreclosure of any Liens, security interests or other rights of the Secured Party under

this Agreement, or under any other documentation heretofore, now, or hereafter given to Secured Party in furtherance of the transactions contemplated hereby.

7. Continuing Effect. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets.

8. Release of Grantor. This Agreement and all Secured Obligations of Grantor hereunder shall be released when all Secured Obligations have been paid in full in cash or otherwise performed in full and when no portion of any Commitment remains outstanding. Upon such release of Grantor's Secured Obligations hereunder, Secured Party shall return and reassign any Collateral to Grantor, or to the Person or Persons legally entitled thereto, and shall endorse, execute, deliver, record and file all instruments and documents, and do all other acts and things, reasonably required for the return of the Collateral to Grantor, or to the Person or Persons legally entitled thereto, and to evidence or document the release of Secured Party's interests arising under this Agreement, all as reasonably requested by, and at the reasonable expense of, Grantor.

9. Additional Powers and Authorization. Secured Party shall be entitled to the benefits accruing to it as Agent under the Loan Agreement and the other Loan Documents. Notwithstanding anything contained herein to the contrary, Secured Party may employ agents, trustees, or attorneys-in-fact and may vest any of them with any Property (including, without limitation, any Collateral assigned hereunder), title, right or power deemed necessary for the purposes of such appointment.

10. **GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA AND THE LAWS OF THE STATE OF CALIFORNIA.**

11. Miscellaneous.

(a) Grantor and Secured Party may from time to time agree in writing to the release of certain of the Collateral from the security interest created hereby.

(b) Except as otherwise set forth in the Loan Agreement, the provisions of this Agreement may not be modified, amended, restated or

supplemented, whether or not the modification, amendment, restatement or supplement is supported by new consideration, except by a written instrument duly executed and delivered by Secured Party and Grantor.

(c) No failure or delay on the part of Secured Party in exercising any right, power, privilege or remedy may be, or may be deemed to be, a waiver thereof; nor may any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of the same or any other right, power, privilege or remedy.

(d) If any term or provision of this Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

(e) This Agreement comprises the complete and integrated agreement of the parties hereto on the subject matter hereof and supersedes all prior agreements, written or oral, on the subject matter hereof.

(f) This Agreement may be executed in any number of counterparts and any party hereto may execute any counterpart, each of which when executed and delivered will be deemed to be an original and all of which counterparts of this Agreement when taken together will be deemed to be but one and the same instrument.

IN WITNESS WHEREOF, Grantor has executed this Agreement by its duly authorized officer as of the date first written above.

"Grantor"

MEADE INSTRUMENTS CORP.,
a Delaware corporation

By: _____
Brent W. Christensen - CFO
[Printed name and title]

ACCEPTED AND AGREED
AS OF THE DATE FIRST
ABOVE WRITTEN:

"Secured Party"

BANK OF AMERICA, N.A.,
as Administrative Agent, and for
and on behalf of the Lenders

By: _____
DEBORAH MILLER
VICE PRESIDENT
[Printed name and title]

# SCHEDULE 1

CONFIDENTIAL

*CHRISTIE, PARKER & HALE, LLP*

## M618 - MEADE INSTRUMENTS CORPORATION
## U.S. AND FOREIGN MARK PROGRAM

FILE: M618:10

.PHABETICAL ORDER

| MARK | Client Atty | CPH Docket Your Reference | Mark Type Class | SERIAL NO. REG. NO. | FILED ISSUED | Owner/Registrant | STATUS | REMARKS OPPOSITIONS | SCHEDULED ACTIONS |
|---|---|---|---|---|---|---|---|---|---|
| AUTOSTAR | M618 JWE | 34535-USA UNITED STATES | TM | 75/697423 | 05/06/1999 ITU | John C. Diebel | PENDING | | APPLICATION MAILED<br>FU: FILING RECEIPT 09/06/1999<br>FOREIGN FILING REVIEW<br>DEADLINE TO CLAIM PRIORITY 11/06/1999 |
| Design (M logo) | M618 JWE | 30024-AUS AUSTRALIA | TM 09 | A481833 A481833 | 02/19/1988 10/09/1990 | Meade Instruments Corporation | REGISTERED | | RENEWAL DUE 02/19/2009 |
| Design (M logo) | M618 JWE | 30024-CAN CANADA | TM | 779068 482064 | 03/29/1995 09/05/1997 | Meade Instruments Corporation | REGISTERED | | RENEWAL DUE 09/05/2012 |
| Design (M logo) | M618 JWE | 30024-ENG UNITED KINGDOM | TM 09 | 11336380 11336380 | 02/23/1988 11/08/1989 | Meade Instruments Corporation | REGISTERED | | RENEWAL DUE 02/23/2005 |
| Design (M logo) | M618 JWE | 30024-ENG (1) UNITED KINGDOM | TM 09 | 2018827 2018827 | 04/27/1995 03/01/1996 | Meade Instruments Corporation | REGISTERED | | RENEWAL DUE 04/27/2005 |
| Design (M logo) | M618 JWE | 30024-FRA FRANCE | TM 09 | 95/563349 95/563349 | 03/20/1995 03/20/1995 | Meade Instruments Corporation | REGISTERED | | RENEWAL DUE 03/19/2005 |
| Design (M logo) | M618 JWE | 30024-GER GERMANY | TM 09, 11 | M62333/9 1146870 | 02/16/1988 09/27/1989 | Meade Instruments Corporation | REGISTERED | | RENEWAL DUE 02/28/2008 |
| Design (M logo) | M618 | 30024-GER (1) GERMANY | TM | 39512481.6 | 03/21/1995 | Meade Instruments | REGISTERED | | RENEWAL DUE 03/31/2005 |



TRADEMARK
REEL: 001956 FRAME: 0582

CONFIDENTIAL

*CHRISTIE, PARKER & HALE, LLP*

FILE: M618:10

# M618 - MEADE INSTRUMENTS CORPORATION
## U.S. AND FOREIGN MARK PROGRAM

IN ALPHABETICAL ORDER

| MARK | Client Atty | CPH Docket Your Reference | Mark Type Class | SERIAL NO. REG. NO. | FILED ISSUED | Owner/Registrant | STATUS | REMARKS OPPOSITIONS | SCHEDULED ACTIONS |
|---|---|---|---|---|---|---|---|---|---|
| | JWE | | 09, 11 | 39512481 | 02/29/1996 | Corporation | | | |
| Design (M logo) | M618<br>JWE | 30024-HKO<br>HONG KONG | TM<br>09 | 9700137 | 01/06/1997 | Meade Instruments Corporation | PUBLISHED<br>02/19/1999 | | REGISTRATION FEE PAID 05/02/1999<br>FU: REGISTRATION CERTIFICATE 11/02/1999 |
| Design (M logo) | M618<br>JWE | 30024-ITA<br>ITALY | TM<br>09 | 17781 C/88<br>526874 | 02/16/1988<br>04/28/1990 | Meade Instruments Corporation | REGISTERED | Renewal App # MI98C000993 filed 2/5/98. | RENEWAL DUE 02/16/2008 |
| Design (M logo) | M618<br>JWE | 30024-ITA (1)<br>ITALY | TM<br>09 | MI95C002591<br>724739 | 03/14/1995<br>09/22/1997 | Meade Instruments Corporation | REGISTERED | | RENEWAL DUE 03/14/2005 |
| Design (M logo) | M618<br>JWE | 30024-JPN<br>JAPAN | TM<br>(N) 10 | 6-121703 | 12/01/1994 | Meade Instruments Corporation | ALLOWED<br>04/16/1997 | Allow date=date of assoc letter. | INSTRUCTION TO PAY FEES 05/02/1997<br>FU: GRANT DEED/REG CERT 05/02/1998 |
| Design (M logo) | M618<br>JWE | 30024-JPN (1)<br>JAPAN | TM<br>09 | 7-66492 | 06/29/1995 | Meade Instruments Corporation | PENDING | | FILING RECEIPT RCVD 08/30/1995<br>FU: NEXT PTO ACTION 08/30/1996 |
| Design (M logo) | M618<br>JWE | 30024-KOR<br>KOREA | TM<br>(N) 34 | 95-43052<br>380891 | 11/13/1995<br>11/05/1997 | Meade Instruments Corporation | REGISTERED | | RENEWAL DUE 11/05/2007 |
| Design (M logo) | M618<br>JWE | 30024-PRC<br>CHINA | TM<br>09 | 95013449<br>923246 | 02/10/1995<br>12/28/1996 | Meade Instruments Corporation | REGISTERED | | RENEWAL DUE 12/27/2006 |
| Design (M logo) | M618<br>JWE | 30024-SPA<br>SPAIN | TM<br>09 | 1235766<br>1235766 | 02/22/1988<br>02/20/1989 | Meade Instruments Corporation | REGISTERED | | QQ TAX DUE 02/20/2004<br>RENEWAL DUE 02/20/2009 |



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FILE: M618:10

# M618 - MEADE INSTRUMENTS CORPORATION
## U.S. AND FOREIGN MARK PROGRAM

.PHABETICAL ORDER

| MARK | Client Atty | CPH Docket Your Reference | Mark Type Class | SERIAL NO. REG. NO. | FILED ISSUED | Owner/Registrant | STATUS | REMARKS OPPOSITIONS | SCHEDULED ACTIONS |
|---|---|---|---|---|---|---|---|---|---|
| Design (M logo) | M618<br>JWE | 30024-SPA (1)<br>SPAIN | TM<br>09 | 1956050<br>1956050 | 03/24/1995<br>11/03/1995 | Meade Instruments Corporation | REGISTERED | | QQ TAX DUE (LAW B) 03/24/2000<br>RENEWAL DUE 03/24/2005 |
| Design (M logo) | M618<br>JWE | 30024-SWI<br>SWITZERLAND | TM<br>09 | 2558/1994.4<br>428603 | 03/14/1995<br>10/07/1996 | Meade Instruments Corporation | REGISTERED | | RENEWAL DUE 03/14/2005 |
| Design (M logo) | M618<br>JWE | 30024-TAI<br>TAIWAN | TM<br>09 | 84001829<br>729944 | 01/14/1995<br>10/01/1996 | Meade Instruments Corporation | REGISTERED | | RENEWAL DUE 09/30/2006 |
| Design (M logo) | M618<br>JWE | 30024-USA<br>UNITED STATES | TM<br>09 | 74/637954<br>2013126 | 02/22/1995<br>11/05/1996 | Meade Instruments Corporation | REGISTERED | | SECTIONS 8&15 DUE 11/05/2002<br>RENEWAL DUE 11/05/2006 |
| DIGITAL ELECTRONIC SERIES | M618<br>JWE | 34533-USA<br>UNITED STATES | TM | 75/697401 | 05/06/1999<br>ITU | John C. Diebel | PENDING | | APPLICATION MAILED<br>FU: FILING RECEIPT 09/06/1999<br>FOREIGN FILING REVIEW<br>DEADLINE TO CLAIM PRIORITY 11/06/1999 |
| DS | M618<br>JWE | 34534-USA<br>UNITED STATES | TM | 75/697424 | 05/06/1999<br>ITU | John C. Diebel | PENDING | | APPLICATION MAILED<br>FU: FILING RECEIPT 09/06/1999<br>FOREIGN FILING REVIEW<br>DEADLINE TO CLAIM PRIORITY 11/06/1999 |
| ETX | M618<br>JWE | 30036-ENG<br>UNITED KINGDOM | TM<br>09 | 2152879<br>2152879 | 12/05/1997<br>12/18/1998 | Meade Instruments Corporation | REGISTERED | | RENEWAL DUE 12/05/2007 |



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FILE: M618:10

# M618 - MEADE INSTRUMENTS CORPORATION
## U.S. AND FOREIGN MARK PROGRAM

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|---|---|---|---|---|---|---|---|---|---|
| ETX | M618<br>JWE | 30036-FRA<br>FRANCE | TM<br>09 | 97/707118<br>97707118 | 12/03/1997<br>03/15/1998 | Meade Instruments Corporation | REGISTERED | | RENEWAL DUE 11/30/2007 |
| ETX | M618<br>JWE | 30036-GER<br>GERMANY | TM<br>09 | 39758146.7<br>39758146 | 12/04/1997<br>09/15/1998 | Meade Instruments Corporation | REGISTERED | | RENEWAL DUE 12/31/2007 |
| ETX | M618<br>JWE | 30036-ITA<br>ITALY | TM<br>09 | MI97C011483 | 12/17/1997 | Meade Instruments Corporation | PENDING | | FORMAL DOCUMENTS SENT 01/20/1998<br>FU: NEXT PTO ACTION 01/20/2001 |
| ETX | M618<br>JWE | 30036-JPN<br>JAPAN | TM<br>09 | 9-185684 | 12/12/1997 | Meade Instruments Corporation | PENDING | | INSTRUCTION TO PAY FEES 06/08/1999<br>FU: GRANT DEED/REG CERT 06/08/2000 |
| ETX | M618<br>JWE | 30036-USA<br>UNITED STATES | TM<br>09 | 75/202569<br>2144281 | 11/21/1996<br>03/17/1998 | Meade Instruments Corporation | REGISTERED | 1st publication date 09/16/1997; republished. | SECTIONS 8&15 DUE 03/17/2004<br>RENEWAL DUE 03/17/2008 |
| MEADE | M618<br>JWE | 30023-AUS<br>AUSTRALIA | TM<br>09 | 481832<br>A481832 | 02/19/1988<br>04/08/1991 | Meade Instruments Corporation | REGISTERED | | RENEWAL DUE 02/19/2009 |
| MEADE | M618<br>JWE | 30023-CAN<br>CANADA | TM<br>09 | 779067<br>496684 | 03/29/1995<br>06/25/1998 | Meade Instruments Corporation | REGISTERED | | RENEWAL DUE 06/25/2013 |
| MEADE | M618<br>JWE | 30023-ENG<br>UNITED KINGDOM | TM<br>09 | 1336381<br>1336381 | 02/23/1988<br>01/11/1991 | Meade Instruments Corporation | REGISTERED | | RENEWAL DUE 02/23/2005 |



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## M618 - MEADE INSTRUMENTS CORPORATION

FILE: M618:10

## U.S. AND FOREIGN MARK PROGRAM

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| MARK | Client Atty | CPH Docket Your Reference | Mark Type Class | SERIAL NO. REG. NO. | FILED ISSUED | Owner/Registrant | STATUS | REMARKS OPPOSITIONS | SCHEDULED ACTIONS |
|---|---|---|---|---|---|---|---|---|---|
| MEADE | M618 JWE | 30023-ENG (1) UNITED KINGDOM | TM 09 | 2018832 2018832 | 04/27/1995 09/13/1996 | Meade Instruments Corporation | REGISTERED | | RENEWAL DUE 04/27/2005 |
| MEADE | M618 JWE | 30023-FRA FRANCE | TM 09 | 95563548 95563548 | 03/20/1995 08/25/1995 | Meade Instruments Corporation | REGISTERED | | RENEWAL DUE 03/19/2005 |
| MEADE | M618 JWE | 30023-GER GERMANY | TM 09 | M62332/9Wz 1146869 | 02/16/1988 09/27/1989 | Meade Instruments Corporation | REGISTERED | | RENEWAL DUE 02/28/2008 |
| MEADE | M618 JWE | 30023-GER (1) GERMANY | TM 09, 11 | 39512479.4 39512479 | 03/21/1995 03/06/1996 | Meade Instruments Corporation | REGISTERED | | RENEWAL DUE 03/21/2005 |
| MEADE | M618 JWE | 30023-HKO HONG KONG | TM 09 | 9700138 | 01/06/1997 | Meade Instruments Corporation | PUBLISHED 02/19/1999 | | REGISTRATION FEE PAID 05/02/1999 FU: REGISTRATION CERTIFICATE 11/02/1999 |
| MEADE | M618 JWE | 30023-ITA ITALY | TM 09 | 17780C/88 526875 | 02/16/1988 04/28/1990 | Meade Instruments Corporation | REGISTERED | Renewal App # MI98C000989 filed 2/5/98. | RENEWAL DUE 02/16/2008 |
| MEADE | M618 JWE | 30023-ITA (1) ITALY | TM 09 | MIC95C002590 724738 | 03/14/1995 09/22/1997 | Meade Instruments Corporation | REGISTERED | | RENEWAL DUE 03/14/2005 |
| MEADE | M618 JWE | 30023-JPN JAPAN | TM (N) 10 | 59-120805 2249452 | 11/17/1984 07/30/1990 | Meade Instruments Corporation | REGISTERED | Renewal application #6-121704 | RENEWAL DUE 07/30/2000 |
| MEADE | M618 | 30023-JPN (1) JAPAN | TM | 7-66491 | 06/29/1995 | Meade Instruments | PENDING | | ATTY REQUESTED DUE DATE DKTD |



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REEL: 001956 FRAME: 0586

# M618 - MEADE INSTRUMENTS CORPORATION
## U.S. AND FOREIGN MARK PROGRAM

IN ALPHABETICAL ORDER

| MARK | Client Atty | CPH Docket Your Reference | Mark Type Class | SERIAL NO. REG. NO. | FILED ISSUED | Owner/Registrant | STATUS | REMARKS OPPOSITIONS | SCHEDULED ACTIONS |
|---|---|---|---|---|---|---|---|---|---|
| | JWE | | 09 | | | Corporation | | | SEE DKTG SYSTEM FOR DETAILS 07/02/1999 |
| MEADE | M618<br>JWE | 30023-KOR<br>KOREA | TM<br>(N) 34 | 94-40218<br>339066 | 10/10/1994<br>05/04/1996 | Meade Instruments Corporation | REGISTERED | | RENEWAL DUE 05/04/2006 |
| MEADE | M618<br>JWE | 30023-KOR (1)<br>KOREA | TM<br>(N) 34 | 95-43051<br>396979 | 11/13/1995<br>02/25/1998 | Meade Instruments Corporation | REGISTERED | | RENEWAL DUE 02/25/2008 |
| MEADE | M618<br>JWE | 30023-MEX<br>MEXICO | TM<br>09 | 295983 | 05/23/1997 | Meade Instruments Corporation | PENDING | | ATTY REQUESTED DUE DATE DKTD<br>SEE DKTG SYSTEM FOR DETAILS 07/02/1999 |
| MEADE | M618<br>JWE | 30023-PRC<br>CHINA | TM<br>09 | 95013450<br>923247 | 02/10/1995<br>12/28/1996 | Meade Instruments Corporation | REGISTERED | | RENEWAL DUE 12/27/2006 |
| MEADE | M618<br>JWE | 30023-SIN<br>SINGAPORE | TM<br>09 | 6492/95 | 07/15/1995 | Meade Instruments Corporation | PENDING | | APPLICATION ACCEPTED<br>FU: NTC PUBLICATION 08/31/1999 |
| MEADE | M618<br>JWE | 30023-SPA<br>SPAIN | TM<br>09 | 1235765<br>1235765 | 02/22/1988<br>02/20/1989 | Meade Instruments Corporation | REGISTERED | | QQ TAX DUE 02/20/2004<br>RENEWAL DUE 02/20/2009 |
| MEADE | M618<br>JWE | 30023-SPA (1)<br>SPAIN | TM<br>09 | 1956051<br>1956051 | 03/24/1995<br>11/03/1995 | Meade Instruments Corporation | REGISTERED | | QQ TAX DUE (LAW B) 03/24/2000<br>RENEWAL DUE 03/24/2005 |
| MEADE | M618<br>JWE | 30023-SWI<br>SWITZERLAND | TM<br>09 | 2559/1995.6<br>428549 | 03/14/1995<br>10/02/1996 | Meade Instruments Corporation | REGISTERED | | RENEWAL DUE 03/14/2005 |



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# M618 - MEADE INSTRUMENTS CORPORATION
# U.S. AND FOREIGN MARK PROGRAM

FILE: M618:10

.PHABETICAL ORDER

| MARK | Client Atty | CPH Docket Your Reference | Mark Type Class | SERIAL NO. REG. NO. | FILED ISSUED | Owner/Registrant | STATUS | REMARKS OPPOSITIONS | SCHEDULED ACTIONS | |
|---|---|---|---|---|---|---|---|---|---|---|
| MEADE | M618<br>JWE | 30023-TAI<br>TAIWAN | TM<br>09 | 84001828<br>00721993 | 01/14/1995<br>07/16/1996 | Meade Instruments Corporation | REGISTERED | | RENEWAL DUE | 07/15/2006 |
| MEADE | M618<br>JWE | 30023-USA<br>UNITED STATES | TM<br>09 | 74/637918<br>2082786 | 02/22/1995<br>07/29/1997 | Meade Instruments Corporation | REGISTERED | | SECTIONS 8&15 DUE<br>RENEWAL DUE | 07/29/2003<br>07/29/2007 |
| Meade and Design (M Logo) | M618<br>JWE | 30025-BEN<br>BENELUX | TM<br>09 | 711912<br>447585 | 02/16/1988<br>02/10/1989 | Meade Instruments Corporation | REGISTERED | | RENEWAL DUE | 02/16/2008 |
| Meade and Design (M Logo) | M618<br>JWE | 30025-FRA<br>FRANCE | TM<br>09, 35 | 207944<br>1591030 | 06/13/1980<br>06/13/1980 | Meade Instruments Corporation | REGISTERED | Prior Reg. No. 14507 | RENEWAL DUE | 05/09/2000 |
| Meade and Design (M Logo) | M618<br>JWE | 30025-GER<br>GERMANY | | M62334/9 | 02/16/1988 | Meade Instruments Corporation | ABANDONED<br>05/09/1988 | Docketed For Record Purposes.<br>Abandoned Prior To TransferIn. | | |
| Meade and Design (M Logo) | M618<br>JWE | 30025-SWE<br>SWEDEN | TM<br>09 | 9600098<br>315887 | 01/04/1996<br>08/09/1996 | Meade Instruments Corporation | REGISTERED | | RENEWAL DUE | 08/09/2006 |
| Meade and Design (M Logo) | M618<br>JWE | 30025-SWI<br>SWITZERLAND | TM<br>09 | 1071<br>362734 | 02/16/1988<br>09/03/1988 | Meade Instruments Corporation | REGISTERED | | RENEWAL DUE | 02/16/2008 |
| Meade and Design (M Logo) | M618<br>JWE | 30025-USA<br>UNITED STATES | TM<br>09 | 192046<br>1156176 | 11/06/1978<br>06/02/1981 | Meade Instruments Corporation | REGISTERED | | RENEWAL DUE | 06/02/2001 |



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FILE: M618:10

# M618 - MEADE INSTRUMENTS CORPORATION
## U.S. AND FOREIGN MARK PROGRAM

.PHABETICAL ORDER

| MARK | Client Atty | CPH Docket Your Reference | Mark T ype Class | SERIAL NO. REG. NO. | FILED ISSUED | Owner/Registrant | STATUS | REMARKS OPPOSITIONS | SCHEDULED ACTIONS | |
|---|---|---|---|---|---|---|---|---|---|---|
| MEADE OPTIQUE and Design | M618 JWE | 30026-FRA FRANCE | TM 09, 35 | 154515 1664368 | 09/14/1989 09/14/1979 | Meade Instruments Corporation | REGISTERED | Prior Reg. No. 13391 | RENEWAL DUE | 09/14/1999 |
| SUPERMEADE (Stylized) | M618 JWE | 30027-FRA FRANCE | TM 09, 35 | 238780 1624373 | 10/08/1980 10/08/1980 | Meade Instruments Corporation | REGISTERED | Prior Reg. No. 238780 | RENEWAL DUE | 09/24/2000 |

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