

10-25-2001



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101885896

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

10-25-01

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.
Internal Address: _____
Street Address: 55 SOUTH LAKE AVE., SUITE 900
City: PASADENA State: CA Zip: 91101
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other NATIONAL 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: SEPTEMBER 24, 2001

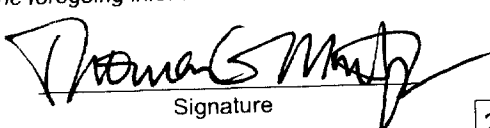
4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
SEE ATTACHED CONTINUATION SCHEDULE.
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
SEE ATTACHED CONTINUATION SCHEDULE

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: THOMAS G. MONTGOMERY
Internal Address: _____
SHEPPARD, MULLIN, RICHTER & HAMPTON, LLP
Street Address: 501 WEST BROADWAY
19th FLOOR
City: SAN DIEGO State: CA Zip: 92101

6. Total number of applications and registrations involved: 9
7. Total fee (37 CFR 3.41).....\$ _____
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.
THOMAS G. MONTGOMERY  10/19/01
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 22
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

10/26/2001 6TOM11 00000109 75697423
01 FC:481 40.00 DP
02 FC:482 200.00 DP

TRADEMARK
REEL: 002389 FRAME: 0266

Conveying party: Meade Instruments Corp.

Continuation to
Recordation Form Cover Sheet Trademarks

Item 4. Application numbers or registration numbers (continued):

A. Trademark Application Numbers:

75/697423

75/697401

75/697424

76/205564

B. Trademark registrations Numbers:

2,484,004

2144281

2013126

2082786

1156176

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 24, 2001, is made by Meade Instruments Corp., a Delaware corporation ("Grantor") in favor of Bank of America, N.A. ("Secured Party"), with reference to the following facts:

RECITALS

A. Pursuant to that certain Credit Agreement of even date herewith entered into by and between Grantor and Secured Party (as such agreement may from time to time be amended, extended, renewed, supplemented or otherwise modified, the "Loan Agreement"), the Secured Party has 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 Secured Party 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, however, that the term "Collateral" shall not include, and the Grantor shall not be deemed to have granted a security interest in, any agreement, document or instrument which relates to the foregoing Collateral to the extent such agreement, document or instrument is not assignable or capable of being encumbered as a matter of law or under the terms of the agreement, document or instrument applicable thereto or such grant would result in a breach of the terms of such agreement, document or instrument but, in all cases, solely to the extent that any such restriction shall be enforceable under applicable law, and only to the extent that any such term would not be rendered ineffective pursuant to Sections 9406, 9407 and 9408 of the UCC of any relevant jurisdiction.

"Secured Obligations" means any and all present and future Obligations of any type or nature of Grantor to the Secured Party 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.

2. Security Interest. 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 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.

(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 from time to time 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 Secured Party 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 refile (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 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 as provided 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 the terms 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 Permitted Liens (if any).

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 the Loan Agreement has been terminated. 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. **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.**

10. 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.

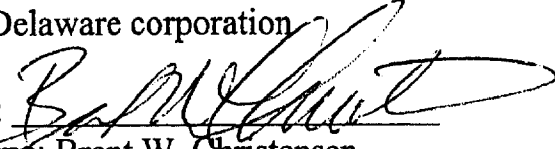
(e) This Agreement comprises the complete and integrated agreement of the parties hereto on the subject matter hereof and supersedes all prior agreements, written or oral, on the subject matter hereof.

(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: 
Name: Brent W. Christensen
Title: Vice President – Finance and
Chief Financial Officer

ACCEPTED AND AGREED AS OF
THE DATE FIRST ABOVE WRITTEN:

"Secured Party"

BANK OF AMERICA, N.A.,

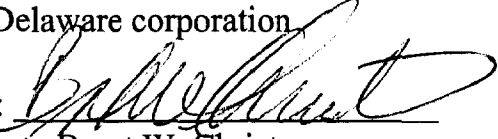
By: _____

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:



Name: Brent W. Christensen

Title: Vice President – Finance and
Chief Financial Officer

ACCEPTED AND AGREED AS OF
THE DATE FIRST ABOVE WRITTEN:

"Secured Party"

BANK OF AMERICA, N.A.,

By: _____

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: _____

ACCEPTED AND AGREED AS OF
THE DATE FIRST ABOVE WRITTEN:

"Secured Party"

BANK OF AMERICA, N.A.,

By: *[Signature]*
sr v. l.

SCHEDULE 1

TO

TRADEMARK SECURITY AGREEMENT

Existing and Pending Trademarks

See Attached.

Client Status Report

Thursday, September 13, 2001

Client: 12187 Meade Instruments Corporation

Trademark Name	Client Matter No. Status	Application Number/Date	Registration Number/Date	Attorney(s)	Next Action(s)	Due Date(s)
AUTOSTAR	12187-0020 Registered	2213590 08-Nov-1999	2213590 08-Nov-1999	JWE	6 Mo. Rmdr. Renewal Due 3 Mo. Rmdr. Renewal Due 1 Mo. Rmdr. Renewal Due First Renewal	08-May-2001 08-Aug-2001 08-Oct-2001 08-Nov-2001
United Kingdom	Owner: 12187 Classes: 9 Goods: Optical apparatus and instruments, namely, telescopes, eyepieces, view finders, lenses, prisms, tripods, mounts for telescopes, adapters for mounting photographic equipment to telescopes, focusing mechanisms, electronic drive apparatus for telescopes, covers and cases specifically designed for the aforesaid goods, and parts and accessories for the aforesaid goods.					

AUTOSTAR 12187-0020 75/697423 JWE Reinstatement of Follow Up Date 24-Dec-2001
 Pending 06-May-1999

United States of America
 Owner: 12187
 Classes: 9
 Goods: OPTICAL APPARATUS AND INSTRUMENTS, NAMELY, TELESCOPES AND PARTS AND ACCESSORIES THEREFOR, NAMELY, EYE PIECES, VIEWFINDERS, LENSES, PRISMS, TRIPODS, MOUNTS FOR TELESCOPES, ADAPTERS FOR MOUNTING PHOTOGRAPHIC EQUIPMENT TO TELESCOPES, FOCUSING MECHANISMS, ELECTRONIC DRIVE APPARATUS FOR TELESCOPES, COVERS AND CASES SPECIFICALLY DESIGNED FOR THE AFORESAID GOODS

(from Notice of Allowance 6-20-2000)
 Remarks: Transferred in from Christie, Parker & Hale, Case No. M618:34535

Client Status Report

Client: 12187 Meade Instruments Corporation

Trademark Name	Client Matter No.	Application Number/Date	Registration Number/Date	Attorney(s)	Next Action(s)	Due Date(s)
BRESSER	12187-0021	75/921659	2,484,004	JWE	Aff of Use - 5 Year	28-Aug-2006
United States of America	Registered	17-Feb-2000	28-Aug-2001		Aff of Use - 6 Year	28-Aug-2007
	Owner: 12187				6 Mo. Rmdr. Renewal Due	28-Feb-2011
					3 Mo. Rmdr. Renewal due	28-May-2011
					1 Mo. Rmdr. Renewal Due	28-Jul-2011
					First Renewal	28-Aug-2011

Goods: OPTICAL APPARATUS AND INSTRUMENTS --
 NAMELY, BINOCULARS, TELESCOPES,
 MICROSCOPES, EYE PIECES, VIEW FINDERS,
 LENSES, PRISMS, TRIPODS, MOUNTS, ELECTRONIC
 CONTROLLERS, KEYPADS AND HAND
 CONTROLLERS, COMPUTER SOFTWARE FOR
 DRIVING, CONTROLLING AND POSITIONING
 OPTICAL APPARATUS, ELECTRONIC DRIVE
 APPARATUS, COVERS AND CASES SPECIFICALLY
 DESIGNED FOR THE AFORESAID GOODS, AND
 PARTS AND ACCESSORIES FOR THE AFORESAID
 GOODS.

Remarks: Transferred in from Christie, Parker & Hale, Case No.
 M618:36966

Client Status Report

Client: 12187 Meade Instruments Corporation

Trademark Name	Client Matter No.	Application Number/Date	Registration Number/Date	Attorney(s)	Next Action(s)	Due Date(s)
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DIGITAL ELECTRONIC SERIES	12187-0023	75/697401	75/697401	JWE	File Request to Follow Up	12-Mar-200
United States of America	Pending	06-May-1999				

Owner: 12187

Goods: OPTICAL APARATUS AND INSTRUMENTS, NAMELY, TELESCOPES AND PARTS AND ACCESSOIRES THEREFOR, NAMELY, EYE PIECES, VIEW FINDERS, LENSES, PRISMS, TRIPODS, MOUNTS FOR TELESCOPES, ADAPTERS FOR MOUNTING PHOTOGRAPHIC EQUIPMENT TO TELESCOPES, FOCUSING MECHANISMS, ELECTRONIC DRIVE APPARATUS FOR TELESCOPES, COVERS AND CASES SPECIFICALLY DESIGNED FOR THE AFORESAID GOODS (As amended 4-27-00)

Remarks: Transferred in from Christie, Parker & Hale, Case No. M618:34533

DS	12187-0024	1032504	JWE	Foreign Office Follow Up	08-Nov-2001
Canada	Pending	15-Oct-1999			

Owner: 12187

Goods: Optical apparatus and instruments, namely, telescopes, eyepieces, viewfinders, lenses, prisms, tripods, mounts for telescopes, adapters for mounting photographic equipment to telescopes, focusing mechanisms, electronic drive apparatus for telescopes, covers and cases specifically designed for the aforesaid goods, and parts and accessories for the aforesaid goods.

Client Status Report

Thursday, September 13, 2001

Client: 12187 Meade Instruments Corporation

Trademark Name	Client Matter No. Status	Application Number/Date	Registration Number/Date	Attorney(s)	Next Action(s)	Due Date(s)
DS	12187-0024 Published	75/697424 06-May-1999	JWE			
United States of America	Owner: 12187	<p>Goods: OPTICAL APPARATUS AND INSTRUMENTS, NAMELY, TELESCOPES AND PARTS AND ACCESSORIES THEREFOR, NAMELY, EYE PIECES, VIEW FINDERS, LENSES, PRISMS, TRIPODS, MOUNTS FOR TELESCOPES, ADAPTERS FOR MOUNTING PHOTOGRAPHIC EQUIPMENT TO TELESCOPES, FOCUSING MECHANISMS, ELECTRONIC DRIVE APPARATUS FOR TELESCOPES, COVERS AND CASES SPECIFICALLY DESIGNED FOR THE AFORESAID GOODS. (As amended 10 Feb 2000)</p> <p>Remarks: Transferred in from Christie, Parker & Hale, Case No. M618:34534</p>				
EPOCH 2000	12187-0033 Pending	76/208479 08-Feb-2001	JWE	2 Months Until Response Due	14-Sep-2001	
United States of America	Owner: 12187 Classes: 9	<p>Goods: Computer software featuring creative image processing technology and scientific precision for use in the field of astronomy, in International Class 09.</p>				

DS

United States of America

Goods: OPTICAL APPARATUS AND INSTRUMENTS, NAMELY, TELESCOPES AND PARTS AND ACCESSORIES THEREFOR, NAMELY, EYE PIECES, VIEW FINDERS, LENSES, PRISMS, TRIPODS, MOUNTS FOR TELESCOPES, ADAPTERS FOR MOUNTING PHOTOGRAPHIC EQUIPMENT TO TELESCOPES, FOCUSING MECHANISMS, ELECTRONIC DRIVE APPARATUS FOR TELESCOPES, COVERS AND CASES SPECIFICALLY DESIGNED FOR THE AFORESAID GOODS. (As amended 10 Feb 2000)

Remarks: Transferred in from Christie, Parker & Hale, Case No. M618:34534

EPOCH 2000	12187-0033 Pending	76/208479 08-Feb-2001	JWE	2 Months Until Response Due	14-Sep-2001	
United States of America	Owner: 12187 Classes: 9	<p>Goods: Computer software featuring creative image processing technology and scientific precision for use in the field of astronomy, in International Class 09.</p>				

United States of America

Owner: 12187
Classes: 9

Goods: Computer software featuring creative image processing technology and scientific precision for use in the field of astronomy, in International Class 09.

Client Status Report

Client: 12187 Meade Instruments Corporation

Trademark Name	Client Matter No.	Application Number/Date	Registration Number/Date	Attorney(s)	Next Action(s)	Due Date(s)
ETX	12187-0025	75/202569	2144281	JWE	Aff of Use - 5 Year	17-Mar-200
United States of America	Registered	21-Nov-1996	17-Mar-1998		Aff of Use - 6 Year	17-Mar-200
	Owner: 12187				First Renewal	17-Mar-200

Goods: OPTICAL APPARATUS AND INSTRUMENTS, NAMELY, TELESCOPES, EYE PIECES, VIEW FINDERS, LENSES, PRISMS, TRIPODS, MOUNTS FOR TELESCOPES, ADAPTERS FOR MOUNTING PHOTOGRAPHIC EQUIPMENT TO TELESCOPES, FOCUSING MECHANISMS, ELECTRONIC DRIVE APPARATUS FOR TELESCOPES, COVERS AND CASES SPECIFICALLY DESIGNED FOR THE AFORESAID GOODS, AND PARTS FOR THE AFORESAID GOODS, in Class 9.

Remarks: Transferred in from Christie, Parker & Hale, Case No. M618:30036

M Logo	12187-0022	481833	A481833	JWE	6 Mo. Rmdr. Renewal Due	19-Aug-2008
Australia	Registered	19-Feb-1988	19-Feb-1988		3 Mo. Rmdr. Renewal Due	19-Nov-2008
	Owner: 12187				1 Mo. Rmdr. Renewal Due	19-Jan-2009
	Classes: 9				Next Renewal	19-Feb-2009
	Goods: Telescopes, microscopes, binoculars, parts and accessories therefor in this class and all other goods in this class					

Client Status Report

Thursday, September 13, 2001

Client: 12187 Meade Instruments Corporation

Trademark Name	Client Matter No. Status	Application Number/Date	Registration Number/Date	Attorney(s)	Next Action(s)	Due Date(s)
M Logo	12187-0022 Registered	74/637954 22-Feb-1995	2013126 05-Nov-1996	JWE	Aff of Use - 5 Year Aff of Use - 6 Year First Renewal	05-Nov-2001 05-Nov-2002 05-Nov-2006

Owner: 12187

Classes: 9

Goods: FOR SCIENTIFIC AND OPTICAL APPARATUS AND INSTRUMENTS, NAMELY TELESCOPES; EYEPieces, VIEWFINDERS, LENSES, PRISMS, FILTERS, POLARIZERS, MIRRORS, TRIPODS, MOUNTS AND BALANCE WEIGHTS ALL FOR TELESCOPES; MICROSCOPES; ADAPTORS FOR MOUNTING PHOTOGRAPHIC EQUIPMENT TO TELESCOPES; FOCUSING MECHANISMS FOR OPTICAL APPARATUS; ELECTRONIC DRIVE APPARATUS FOR TELESCOPES; KEYPADS AND HAND CONTROLLERS FOR TELESCOPES; ELECTRONIC FOCUSING APPARATUS FOR TELESCOPES; OPTICAL IMAGING APPARATUS FOR TELESCOPES; BINOCULARS; CHARGE COUPLE DEVICE IMAGING CAMERAS; COVERS AND CASES SPECIFICALLY DESIGNATED FOR THE AFORESAID GOODS; COMPUTER SOFTWARE FOR DRIVING, CONTROLLING AND POSITIONING TELESCOPES ASTRONOMICAL SOFTWARE, AND CHARGE COUPLE DEVICE IMAGING SOFTWARE, IN CLASS 9

United States of America

Client Status Report

Thursday, September 13, 2001

Meade Instruments Corporation

Client: 12187

Client Matter No.

Trademark Name

Application Number/Date

Registration Number/Date

Attorney(s)

Next Action(s)

Due Date(s)

12187-0026	74637918	2082786	JWE	Aff of Use - 5 Year	29-Jul-2002
Registered	22-Feb-1995	29-Jul-1997		Aff of Use - 6 Year	29-Jul-2003
				First Renewal	29-Jul-2007

Owner: 12187

United States of America

Goods: SCIENTIFIC AND OPTICAL APPARATUS AND INSTRUMENTS, NAMELY TELESCOPES, EYE PIECES, VIEW FINDERS, LENSES, PRISMS, FILTERS, POLARIZERS, MIRRORS, TRIPODS, MOUNTS AND BALANCE WEIGHTS ALL FOR TELESCOPES; MICROSCOPES; ADAPTERS FOR MOUNTING PHOTOGRAPHIC EQUIPMENT TO TELESCOPES; FOCUSING MECHANISMS FOR OPTICAL APPARATUS; ELECTRONIC DRIVE APPARATUS FOR TELESCOPES; KEYPADS AND HAND CONTROLLERS FOR TELESCOPES; ELECTRONIC FOCUSING APPARATUS FOR TELESCOPES; OPTICAL IMAGING APPARATUS FOR TELESCOPES; BINOCULARS; CHARGE COUPLE DEVICE IMAGING CAMERAS; COVERS AND CASES SPECIFICALLY DESIGNED FOR THE AFORESAID GOODS; PARTS FOR THE AFORESAID GOODS; COMPUTER SOFTWARE FOR DRIVING, CONTROLLING AND POSITIONING TELESCOPES; ASTRONOMICAL SOFTWARE, AND CHARGE COUPLED DEVICE IMAGING SOFTWARE, in Class 9

Remarks: Transferred in from Christie, Parker & Hale, Case No. M618:30023

Client Status Report

Thursday, September 13, 2001

Client: 12187 Meade Instruments Corporation

Trademark Name	Client Matter No. Status	Application Number/Date	Registration Number/Date	Attorney(s)	Next Action(s)	Due Date(s)
MEADE (AND DESIGN)	12187-0027 Registered	73/192046 06-Nov-1978	1156176 02-Jun-1981	JWE	Renewal Reminde Follow Up Date 1 Yr. Rmdr. Renewal Due 6 Mo. Rmdr. Renewal Due 3 Mo. Rmdr. Renewal Due 1 Mo. Rmdr. Renewal Due First Renewal	01-Dec-2001 02-Jun-2010 02-Dec-2010 02-Mar-201 02-May-201 02-Jun-2011
United States of America	Owner: 12187					

Goods: TELESCOPES, TELESCOPE PARTS, in Class 9.
Remarks: Transferred in from Christie, Parker & Hale, Case No. M618:30025

MEADE OPTIQUE & LOGO	12187-0028 Registered	154 515 14-Sep-1989	1664368 14-Sep-1979	JPW	Next Renewal	11-Sep-2009
France	Owner: 12187 Classes: 9, 35					
	Remarks: Renewal application filed Aug. 6, 1999.					

POCKET PICTOR	12187-0031 Pending	76/205564 05-Feb-2001		JWE	2 Months Until Response Due 1 Month Until Response Due Response Due	01-Oct-2001 01-Nov-2001 01-Dec-2001
United States of America	Owner: 12187 Classes: 9					
	Goods: Electronic imaging systems and software, namely application software for viewing CCD images on laptop, palmtop and PDA-type devices, in International Class 09.					