

08-27-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

OFFICE REC 707



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Celestron International (a California Corporation)

8/22/02

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State California, Other

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

2. Name and address of receiving party(ies)

James S. Feltman, Assignee for the benefit of creditors Internal Address:

Street Address: 2835 Columbia Street City: Torrance State: CA Zip: 90503

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Assignee for the benefit of creditors

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: May 28, 2002

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

A. Trademark Application No.(s)

76/293,414

B. Trademark Registration No.(s)

1,139,857

Additional number(s) attached Yes No

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

Name: Bernard R. Gans, Esq.

Internal Address:

Street Address: Jeffer, Mangels, Butler & Marmaro LLP,

2121 Avenue of the Stars, Tenth Floor

City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41): \$290.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

10-0440

(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.

Bernard R. Gans, Esq.

Bernard R. Gans

August 13, 2002

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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02 FC:482

j://jh4/celestron.pdf/august12,2002

TRADEMARK REEL: 002570 FRAME: 0178

Continuation of Recordation Form Cover Sheet for Trademarks

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

A. Trademark Application No.(s)	B. Trademark Registration No.(s)	
	1,418,234	1,547,189
	1,557,787	2,423,081
	2,408,412	2,189,295
	2,013,624	2,025,422
	2,023,710	

## GENERAL ASSIGNMENT

This Assignment is made this 20<sup>th</sup> day of May, 2002, by Celestron International, a California corporation, located at 2835 Columbia Street, Torrance, California 90503, ("Assignor") to James S. Feltman, in his capacity as Assignee for the benefit of creditors ("Assignee") as follows:

1. Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer to Assignee, his successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wheresoever situated, both real and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, equipment, furniture and fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names and all associated goodwill, source codes, software, and related documentation, insurance policies, and choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor (collectively, the "Property"). Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment.

2. This Assignment and the Property specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any other taxing agency.

3. Assignee is to receive the Property and conduct all business activities heretofore conducted by Assignor (the "Business"), to the extent Assignee deems proper, and is hereby irrevocably authorized at any times after the signing hereof by Assignor to sell and dispose of the Property and any part of the Property at such time and on terms as Assignee in Assignee's sole discretion may deem appropriate. Assignee shall use and apply the net proceeds arising from conducting the Business and from sale, or lease or other disposition of the Property as follows:

First: To deduct therefrom (or to reimburse Assignee with respect thereto) all sums which Assignee may at its option pay for the discharge of any secured claims or other lien on any of the Property (subject to any agreed "carve out" for the payment of Assignee's costs and expenses, including professional fees) and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fees and to its attorneys, and to the attorneys for Assignor; and, in those instances where a creditors' committee has been selected at any meeting of the creditors of Assignor (without regard to the actual amount or number of creditors present at such creditors' meeting), then a reasonable fee shall be paid to the attorneys appointed by the creditors' committee in an amount fixed by the holders of the secured claims, the creditors' committee and the Assignee.

Second: The balance of the proceeds then remaining shall be paid to the unsecured creditors of Assignor, *pro rata*, according to the indebtedness due each of them, individually, from Assignor. If any dividends to creditors shall remain unclaimed for a period of one year after issuance of the final dividend checks, then the same shall become the property of Assignee and used to supplement its fees for services rendered in administering this Assignment. Any interest that may be earned on funds administered under this Assignment shall belong to and is hereby assigned to the holders of secured claims of Assignor until such claims are satisfied in full, and then, to Assignee as additional fees for Assignee's services hereunder.

4. Assignee is authorized and empowered to appoint and compensate such agents, field representatives and/or attorneys and/or accountants as Assignee may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

5. Concurrently, Assignee, Assignor and Heller Financial, Inc. (the "Lender"), as agent for the lenders of that certain Amended & Restated Credit Agreement, dated as of May 7, 1996 among Tasco Worldwide, Inc., Assignor, Fleet Business Credit, L.L.C., Bank Austria Credit, Ansalt Corporate Finance Corporate Finance, Inc., Dresdner Bank AG, New York and Grand Cayman Branches, BNP Paribas and the Lender, are entering into a "Cash Collateral and Operating Agreement" which includes provisions for compensation of Assignee and reimbursement of costs and expenses of Assignee, terms of which are incorporated herein and made part hereof by this reference.

Assignor authorizes the forwarding of its mail by the U.S. Postal Department as directed by Assignee.

Assignor's Tax I.D. Numbers:

Federal No.: \_\_\_\_\_

State No.: \_\_\_\_\_

*Assignor:*

Celestron International, a California corporation

By: *John Nash*

Its. *ACTING PRESIDENT AND CEO*

*Assignee:*

James S. Feltman

*[Signature]*

CONSENT TO ASSIGNMENT BY THE STOCKHOLDERS

We, the undersigned, being owners and holders of \_\_\_\_\_ shares of stock, being more than fifty (50) percent of the subscribed and issued voting stock of Celestron International, a California corporation, located at 2835 Columbia Street, Torrance, California 90503, do hereby give our consent to the general assignment of all of the assets of Celestron International, to James S. Feltman, as assignee for the benefit of creditors of Celestron International. This consent form may be executed in counterparts and the counterparts together shall constitute one document.

<u>Name</u>	<u>Signature</u>	<u>Shares Held</u>
JOHN NASH - ON	<i>John Nash</i>	SOLE OWNER
BEHALF OF		
TASCO WORLDWIDE		

**ACTION BY UNANIMOUS WRITTEN CONSENT**  
**OF THE BOARD OF DIRECTORS**  
**OF**  
**CELESTRON INTERNATIONAL**

The undersigned, constituting the entire Board of Directors (the "Board") of Celestron International (the "Corporation"), a California corporation, do hereby consent to and adopt the following resolutions:

**BE IT RESOLVED** that John L. Nash an officer of the Corporation, is hereby authorized and directed by the directors of the Corporation to make an assignment (General Assignment) of all assets of the Corporation to James S. Feltman ("Assignee"), an individual, for the benefit of all creditors of the Corporation, and that said officer is hereby authorized and directed to execute a General Assignment document containing such provisions as may be agreed upon between such officer and Assignee, and such officer is also authorized and directed to execute and deliver to Assignee such other deeds, assignments, and agreements as may be necessary to carry this resolution into full effect.

**BE IT FURTHER RESOLVED** that as consideration for serving as Assignee of all of the assets of the Corporation, the Corporation agrees that Assignee shall receive a fee in such amount as Assignee and Heller Financial, Inc., the primary secured lender of Assignor, shall establish, plus reimbursement of all expenses incurred in connection with the General Assignment, and is authorized to employ and compensate such agents, field representatives and/or attorneys and/or accountants as Assignee may deem necessary.

**BE IT FURTHER RESOLVED** that Assignee be, and hereby is, authorized to execute and file and prosecute on behalf of the Corporation all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Corporation and any one officer of the Corporation be, and hereby is authorized and directed to make, execute and deliver in favor of such person as may be designated by the Assignee for the benefit of creditors, a power of attorney on the regular printed form thereof used by the United States Treasury Department so as to authorized said attorney-in-fact to process any tax claims forward on behalf of the Corporation.

**BE IT FURTHER RESOLVED** that any actions heretofore or hereafter taken by the officers or directors of the Corporation within the terms of the foregoing resolutions are hereby ratified and confirmed as the act and deed of the Corporation.

Date: 5/23/02

JOHN R. NASH  
Name

[Signature]  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

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