

08-27-2002



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

102202571

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): James S. Feltman, as Assignee for the Benefit of Creditors. Includes checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, and Other Assignee for the Benefit of Creditors.

2. Name and address of receiving party(ies): Celestron Acquisition, LLC, a Delaware limited liability company. Street Address: 2835 Columbia Street, City: Torrance, State: CA, Zip: 90503. Includes checkboxes for citizenship and partnership types.

3. Nature of conveyance: Assignment, Security Agreement, Other, Merger, Change of Name. 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. Includes checkboxes for additional numbers attached.

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, 1900 Avenue of the Stars, 7th 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.

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. Signature: Bernard R. Gans, Date: August 15, 2002. Includes checkboxes for enclosed and deposit account options.

DO NOT USE THIS SPACE. Total number of pages including cover sheet, attachments, and document: 7.

08/26/2002 TDIAZI 00000033 76293414 01 FC:481 02 FC:482 40.00 OP 250.00 OP j://jh4/celestron.pdf/august12,2002

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

OFFICE OF RECORDS FINANCE SECTION AUG 21 10 10 AM '02

TRADEMARK REEL: 002570 FRAME: 0731

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	

Assignment of Servicemarks and Trademarks

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the 28th day of June, 2002, by James S. Feltman, as Assignee for the Benefit of Creditors of Celestron International, a California corporation (the "Company"), and not in his individual capacity ("Seller"), to Celestron Acquisition, LLC, a Delaware limited liability company ("Buyer").

RECITAL

Buyer and Seller are parties to a Second Asset Purchase Agreement dated as of June 24, 2002 (the "Agreement"), pursuant to which Seller has agreed to sell to Buyer and Buyer has agreed to buy from Seller the Acquired Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Seller. Pursuant to the Agreement, Seller has agreed to execute such instruments as the Buyer may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Buyer and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Buyer of, all of such assets.

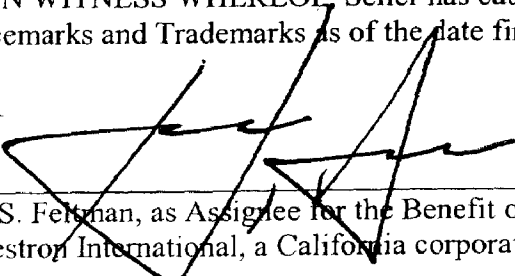
In accordance therewith, Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of, all of Seller's worldwide right, title and interest in (to the extent acquired by Seller pursuant to the General Assignment, dated as of May 28, 2002, by the Company to the Seller ("General Assignment")), to and under Seller's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names related to the Business (as defined in the Agreement), including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Seller, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Buyer, and Buyer hereby accepts the transfer and assignment of, all of Seller's worldwide right, title and interest, to the extent acquired by Seller pursuant to the General Assignment, in to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Buyer, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Seller had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of California without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF Seller has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

SELLER

By: 
James S. Feltman, as Assignee for the Benefit of Creditors
of Celestron International, a California corporation

[SEAL]

State of California)
)
County of Los Angeles) ss.:

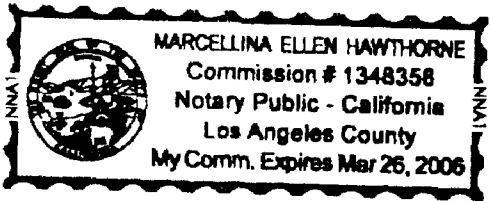
Marcellina Ellen Hawthorne

James Steven Feltman

On this 28th day of June, 2002, before me, _____, personally appeared _____, _____ of _____, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Marcellina Ellen Hawthorne
Notary Public



SCHEDULE A

Registered Servicemarks and Trademarks

<u>Servicemark or Trademark</u>	<u>Jurisdiction</u>	<u>App.Reg.#</u>	<u>Dates</u>
Celestron International	Australia	A277736	Expires: 04/22/2009
Nexstar	Australia	837,681	Expires: 06/02/2010
Celestron	Canada	TMA273,873	Expires: 11/19/2012
Celestron (Products)	Chile	574,556	Expires: 01/19/2011
Celestron (Services)	Chile	594,557	Expires: 01/19/2011
Celestron	China	1011852	Expires: 05/21/2007
Nexstar	Columbia	235,890	Expires: 05/02/2011
Celestron	Denmark	VR 01.941 1982	Expires: 05/28/2002
Celestron	Finland	R-3028/93	Expires: 05/21/2004
Celestron	European Community	314,716	Expires: 07/25/2006
Celestron	Hong Kong	325 of 1983	Expires: 06/04/2002
Celestron	Japan	1,611,340	Expires: 08/30/2003
Nexstar	Japan	4,475,350	Expires: 05/18/2011
Celestron	Mexico	513281	Expires: 11/17/2005
Celestron	New Zealand	139210	Expires: 10/06/2002
Celestron	Norway	117,154	Expires: 06/07/2004
Nexstar	Norway	205,883	Expires: 11/30/2010
Celestron	Singapore	2625/81	Expires: 06/16/2002
Celestron	Sweden	183 906	Expires: 11/12/2002
Celestron	Switzerland	P-307149	Expires: 11/06/2009
Nexstar	Switzerland	479,137	Expires: 05/31/2010
Celestron (lenses, Photographic equipment)	Taiwan	NO. 184,431	Expires: 07/15/2002
Celestron (telescopes Binoculars, telephoto lenses)	Taiwan	NO. 190,223	Expires: 09/15/2002
Celestron	South Africa	82/5499	Expires: 07/22/2012
Celestron	Venezuela	113,091-F	Expires: 08/19/2010
Celestron	U.S.	1,139,857	Expires: 09/23/2010
Starbright	U.S.	1,418,234	Expires: 11/25/2006
Ultima	U.S.	1,547,189	Expires: 07/11/2009
Astro Master	U.S.	1,557,787	Expires: 11/26/2009
Nexstar & Design	U.S.	2,423,081	Expires: 01/23/2011
Nexstar (word)	U.S.	2,408,412	Expires: 11/29/2010
Fastar	U.S.	2,189,295	Expires: 09/15/2008
Enduro	U.S.	2,013,624	Expires: 11/05/2006
Regal	U.S.	2,025,422	Expires: 12/24/2006
Star Hopper	U.S.	2.023,710	Expires: 12/17/2006
Nexstar	Panama	109,537	Expires: 08/22/2010
Nexstar	Argentina	Application Pending	N/A
Nexstar	Venezuela	Application Pending	N/A
Nexstar	Canada	Application Pending	N/A
Nexstar	European Community	Application Pending	N/A

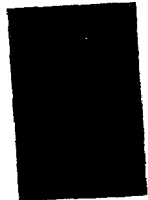


<u>Servicemark or Trademark</u>	<u>Jurisdiction</u>	<u>App.Reg.#</u>	<u>Dates</u>
Nexstar	Brazil	Application Pending	N/A
Celestron	Columbia	Application Pending	N/A
Celestron	Paraguay	Application Pending	N/A
Celestron	Panama	Application Pending	N/A
Celestron	Argentina	Application Pending	N/A
Celestron	Brazil	Application Pending	N/A
Celestron USA	U.S.	1,139,857	Renewed in 2000
CELESTRON.COM	Internet	Registered with VeriSign	Expires: 10/01/2003
CELESTRONKIDS.COM	Internet	Registered with VeriSign	Expires: 01/30/2003
CELESTRONSPORTS.COM	Internet	Registered with VeriSign	Expires: 01/30/2003



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Let
copy



State of California

County of Los Angeles

ss.

On June 28, 2002 before me,

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Marcellina Ellen Venturini

personally appeared

[Signature], as Assignee

Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Marcellina Ellen Venturini
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignment of Trademark

Document Date: June 28, 2002 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

