

12-19-2002



12.16.02

102315806

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

1. Name of conveying party(ies):

Simmons Outdoor Corporation  
6001 Oak Canyon  
Irvine, CA 92618

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

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

3. Nature of conveyance:

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

Execution Date: October 24, 2002

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

Name: Bank of American, N.A.

Internal Address: \_\_\_\_\_

Street Address: 55 South Lake Avenue, Suite 900

City: Pasadena State: California ZIP: 91101

- Individual(s) citizenship
- Association A National Banking Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes  No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

76/302,129      76/059,241

B. Trademark registration No.(s)

See Schedule 1 attached

Additional numbers attached?  Yes  No

OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS  
FINANCE SECTION  
DEC 16 AM 7:33

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

Name: Andre M. Szuwalski

Jenkins & Gilchrist, P.C.

Internal Address: \_\_\_\_\_

Street Address: 1445 Ross Avenue, Ste. 3200

City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: Forty-Five (45)

7. Total fee (37 CFR 3.41):

\$ 1140.00

- Enclosed
- Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number:

10-0447

(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.*

Andre M. Szuwalski, Reg. No. 35,701

Name of Person Signing

Signature

12/10/02

Date

Total number of pages comprising cover sheet: -1- Total Pages-8-

12/18/2002 GTDM11 00000079 76302129

01 FC:8521  
02 FC:8522

40.00 DP  
1100.00 DP

Schedule 1  
to  
Trademark Security Agreement

**U.S. Trademarks**

Serial No.	Reg. No.	Mark
74/610,330	1,939,811	22MAG
74/034,196	1,647,273	44 MAG
75/860,784	2,497,043	8 POINT
74/601,818	2,041,082	AETEC
74/641,784	2,072,314	ALL AROUND CAMO
75/149,312	2,143,482	AURORA
74/030,152	1,628,220	BLACKGRANITE
74/606,500	1,937,166	DEERFIELD
76/302,129	Pending	ENDEAVOR
74/595,788	2,074,221	FIREVIEW
74/030,142	1,956,942	GOLD MEDAL
75/764,097	2,605,240	GRAND SLAM
75/626,517	2,326,038	GRAND SLAM
73/464,217	1,316,753	ILLUMINATOR
73/464,205	1,316,752	LO-PRO
74/590,205	2,081,926	MASTER GUIDE
74/295,806	1,849,218	MASTER RED DOT
73/134,971	1,100,628	MICRO-TRAC
73/444,777	1,308,738	MONO-TUBE
73/591,736	1,419,846	PRESIDENTIAL
74/601,226	1,970,986	PRODIAMOND
74/115,995	1,843,482	PROHUNTER
75/309,031	2,206,710	R LOGO
72/147,856	771,012	R REDFIELD PRECISION & DESIGN
73/581,289	1,426,117	RED RING DESIGN
72/352,374	921,093	REDFIELD
73/386,197	1,309,729	REDFIELD
75/122,289	2,117,531	REDFIELD ESD
76/059,241	Pending	RING AROUND A RIFLE SCOPE

Serial No.	Reg. No.	Mark
73/435,344	1,419,773	S AND DESIGN
74/605,169	1,979,311	SIMMONS
73/435,343	1,339,789	SIMMONS
75/180,570	2,166,494	SMART RETICLE
75/648,069	2,386,513	SPECTRUM
73/535,986	1,653,473	TRACKER
73/699,610	1,495,711	VRC
75/758,698	2,413,218	WEAVER CLASSIC
72/153,038	754,114	WEAVER SCOPE (& DESIGN)
72/153,036	755,453	WEAVER (STYLIZED)
72/153,039	757,281	WEAVER
74/085,537	1,841,191	WHITETAIL
74/085,538	1,852,889	WHITETAIL CLASSIC
75/807,988	2,553,430	WHITETAIL EXPEDITION
72/375,912	949,778	WIDEFIELD
75/643,630	2,388,673	WILDERNESS

### Non-U.S. Trademarks

Country	Mark	Reg. No.	Reg. Date
GB	SIMMONS	2109275	30-Apr-99
GB	REDLINE	1571578	21-Jul-95
GB	WHITETAIL	1571236	16-Jun-95
GB	DEERFIELD	1571238	16-Jun-95
GB	PROHUNTER	1571237	27-Oct-95
GB	S DESIGN	1571240	17-Nov-95
AR	WEAVER (STYLIZED)	1463884	31-Aug-93
AR	WEAVER	1583102	14-Sep-95
AU	WEAVER	A252432	17-Mar-75
AU	WEAVER	A262249	03-Feb-75
CA	WEAVER	177488	06-Aug-71
DK	WEAVER DEVICE	232/1971	22-Jan-71
NZ	WEAVER	94041	20-Jun-70

Country	Mark	Reg. No.	Reg. Date
NO	WEAVER	83001	30-Sep-71
ES	WEAVER	631523	10-Feb-73
CH	WEAVER	385063	21-Jul-70
BX	WEAVER	56511	11-Aug-80
IT	WEAVER	633642	14-Oct-94
SE	WEAVER	133436	27-Nov-70
EU	WEAVER	000148684	08-Oct-98
FR	WEAVER	1201455	14-Apr-82
DE	WEAVER	885023	19-Jun-70
CA	REDFIELD	TMA201001	09-Aug-74
IT	REDFIELD	29912001MI Application	15-Mar-00
DE	REDFIELD	1004381	06-Sep-89

TRADEMARK LICENSES

Party to Agreement	Effective Date/Expiration Date	Comments
Jordon Outdoor Enterprises, Ltd.	01/17/02 3 year term; expires 01/17/05	License Agreement for the preservation, protection, enhancement and promotion of the trademark REALTREE HARDWOODS®, U.S., REALTREE HARDWOODS® HD™, U.S., REALTREE HARDWOODS® and REALTREE HARDWOODS® HD™ owned by Jordon Outdoor Enterprises, Ltd.
The National Wild Turkey Federation	01/01/02 to 03/31/03	The National Wild Turkey Federation allows ATK to use its logo on the Pro Diamond Scopes: 7791D 1.5x5x20mm; 7789D 2x32mm; 7790D 4x32mm; 21004 4x32mm; 21005 2.5x20mm.
Rocky Mountain Elk Foundation, Inc.	06/19/02 expires 02/28/03	Use by Weaver Optics Company of Rocky Mountain's trademarks and other identification associated with Rocky Mountain.

**TRADEMARK SECURITY AGREEMENT**  
(Simmons Outdoor Corporation)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between Simmons Outdoor Corporation, a Delaware corporation ("Pledgor"), and Bank of America, N.A., ("Lender" or "Secured Party"), pursuant to that certain Amended and Restated Credit Agreement dated as of October 25, 2002 (as amended, restated, or otherwise modified, the "Credit Agreement") among Meade Instruments Corp. ("Meade"), certain of Meade's Subsidiaries party thereto from time to time, Pledgor and Secured Party.

**R E C I T A L S**:

A. Meade, certain of its Subsidiaries party thereto from time to time, Pledgor and Lender have entered into that certain Amended and Restated Security Agreement, dated as of October 25, 2002 (as amended, restated, or otherwise modified, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Under the terms of the Security Agreement, the Pledgor has granted to the Lender a continuing security interest in, lien on, assignment of and right of set-off against, all of the Debtor's Collateral whether now owned or existing or hereafter acquired or arising, regardless of where located, including, without limitation, all of Pledgor's right, title, and interest in, to, and under all now owned and hereafter acquired trademarks (each such trademark, a "Trademark"), together with the goodwill of the business symbolized by Pledgor's Trademarks, and trademark licenses (each such trademark license, a "Trademark License"), and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

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

(1) each Trademark, trademark registration ("Trademark Registration"), and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, to the extent allowable under the license agreement, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application,

and Trademark License, including, without limitation, any Trademark, Trademark Registration, and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration, and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement.

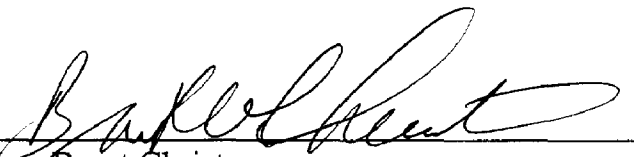
Pledgor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Pledgor has caused this Agreement to be duly executed by a duly authorized officer of the Pledgor as of the 24 day of October, 2002.

PLEDGOR:

SIMMONS OUTDOOR CORPORATION


By:   
Name: Brent Christensen  
Title: Senior Vice President, Finance and Chief  
Financial Officer

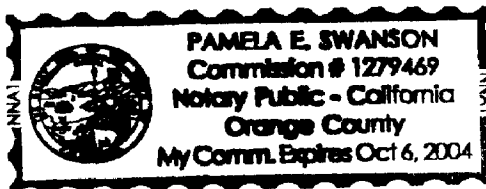
ACKNOWLEDGMENT

State of California    )  
                                  )  
County of Orange     )

On October 24, 2002, before me, Pamela E. Swanson , a Notary Public for the State of California, personally appeared Brent Christensen, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Pamela E. Swanson



SECURED PARTY:

BANK OF AMERICA, N.A.

By: T. Eggersen  
Name: Todd R. Eggersen  
Title: Assistant Vice President

ACKNOWLEDGMENT

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

This instrument was acknowledged before me this 24<sup>th</sup> day of October 2002, by Todd R. Eggersen, as Assistant Vice President of Bank of America, N.A., on behalf of such bank.

{Seal}

Sandra L. Holstein  
Notary Public in and for the State of CA

My commission expires: April 17, 2006

