

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Simmons Outdoor Corporation		04/18/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Leupold & Stevens, Inc.
Street Address:	PO Box 688
City:	Beaverton
State/Country:	OREGON
Postal Code:	97075
Entity Type:	CORPORATION: OREGON

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2143482	AURORA
Registration Number:	2206710	R
Registration Number:	1653473	TRACKER
Registration Number:	0921093	REDFIELD
Registration Number:	0949778	WIDEFIELD
Registration Number:	1309729	REDFIELD
Registration Number:	1316753	ILLUMINATOR
Registration Number:	2117531	REDFIELD ESD

CORRESPONDENCE DATA

Fax Number: (503)220-2480
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (503) 294-9460
 Email: TM-PDX@STOEL.COM, pphartigan@stoel.com
 Correspondent Name: Jere M. Webb/Stoel Rives LLP
 Address Line 1: 900 SW Fifth Avenue

OP \$215.00 2143482

Address Line 2: Suite 2600
Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:	44500-34
NAME OF SUBMITTER:	Patrick P. Hartigan/SR Paralegal
Signature:	/Patrick P. Hartigan/
Date:	06/09/2008

Total Attachments: 6
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is effective as of April 18, 2008 ("Effective Date"), by and between Meade Instruments Corporation and its wholly owned subsidiary Simmons Outdoor Corporation (hereinafter collectively "Assignor"), on the one hand, and Leupold & Stevens, Inc., an Oregon corporation. ("Assignee"), on the other hand.

WHEREAS, Assignor is the owner of the trademarks, service marks and/or trade names and all registrations and applications therefor (collectively, "Trademarks") specified in Schedule A attached hereto;

WHEREAS, Assignee is desirous of acquiring any and all right, title and interest in and to the Trademarks; and

WHEREAS, Assignor is willing to assign to Assignee any and all right, title and interest in and to the Trademarks.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignors worldwide right, title and interest in and to the Trademarks, including all common law rights, together with the goodwill of the business symbolized by the Trademarks, and the applications and registrations therefor as identified in Schedule A. This assignment includes the right to sue and recover damages for past, present and future infringements of Assignor's rights in the Trademarks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with the Trademarks. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees that it will, at Assignees' expense, execute, verify, acknowledge and deliver all reasonably required further documents, including any instruments of transfer and other recordable documents, and perform such other acts as Assignee lawfully and reasonably may request from time to time, to perfect and vest title in the Trademarks in Assignee, or Assignee's successors and assigns.

Assignor will deliver, within 30 days following the last date of execution on the signature block below, copies of all prosecution files relating to the registrations and applications for registration of the Trademarks to counsel for Assignee, excluding attorney-client privileged communications. In exchange for reimbursement of its out-of-pocket costs, Assignor will provide access to all non-privileged documents and witnesses under its control in connection with any enforcement activities of Assignee in connection with the Trademarks.

Schedule B attached hereto includes information for various other trademarks in which Assignor has at one time claimed rights, title and interest obtained through assignments of the trademarks from various entities. The trademarks listed on Schedule B either did not register because a statement of use was not filed or the registrations were canceled under Section 8 and/or Section 9 of the Trademark Act. Assignor does not represent or warrant that it has any current rights, title or interest in the trademarks listed on Schedule B. Nevertheless, for the same

good and valuable consideration referenced above, Assignor disclaims all of its rights, title and interest, if any, in the trademarks listed on Schedule B, in favor of the Assignee.

Schedule C attached hereto includes information on two "Intent to Use" trademark applications (the "ITU Applications"), which are currently pending before the United States Patent and Trademark Office (the "USPTO"). The Trademark Rules of Practice ("TMRP") adopted by the USPTO prohibit an owner of an Intent to Use application from assigning the application to any third party except to a successor to the applicant's business to which the mark pertains, if that business is ongoing and existing. Rule 3.16 TMRP. Accordingly, Assignor is not permitted by law under this Agreement to assign the ITU Applications to Assignee and Assignor does not represent or warrant that it has any current rights, title or interest in the ITU Applications listed on Schedule C. Nevertheless, for the same good and valuable consideration referenced above, Assignor disclaims all of its rights, title and interest, if any, in the ITU Applications listed on Schedule C, in favor of the Assignee. Assignor will, upon reasonable notice and in exchange for reimbursement of its out of pocket costs, file an express abandonment of the ITU Applications promptly upon written request therefor by Assignor. Otherwise, Assignee will allow the ITU Applications to become abandoned.

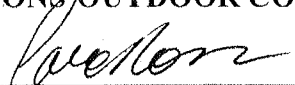
This Agreement shall be governed by and enforced in accordance with the laws of the State of California, without giving effect to any conflicts of law principles.

This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.


Each party represents that it has taken all necessary action to authorize the execution and delivery of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the dates below.


SIMMONS-OUTDOOR CORPORATION:

By: 
Name: Paul E. Ross
Title: SVP-Finance & CFO
Date: April 18, 2008

LEUPOLD & STEVENS, INC.:

By: 
Name: Andrew York
Title: VP Sales, Marketing & Technology
Date: April 18, 2008

MEADE INSTRUMENTS CORPORATION:

By: 
Name: Paul E. Ross
Title: SVP-Finance & CFO
Date: April 18, 2008

SCHEDULE A (Page 1 of 2)

Trademark	Company	Serial No.	Filing Date	Reg. No.	Reg. Date	Status	Status	Next Deadline	Next Action
Aurora	Simmons	75149312	8/13/1996	2143482	3/10/1998	4/16/2004	Section 8/15 affidavits acc.	9/10/2008	Last Day to Renew Reg. with Surcharge
R	Simmons	75309031	6/16/1997	2206710	12/1/1998	12/2/2004	Section 8/15 affidavits acc.	12/1/2008	Last Day to Renew Reg. without Surcharge
Tracker	Simmons	73535986	5/6/1985	1653473	8/13/1991	7/29/2001	Registration Renewed	8/13/2010	1st Day to Ren. Reg.
Redfield	Simmons	72352374	2/25/1970	921093	9/28/1971	7/29/2001	Registration Renewed	9/28/2010	1st Day to Ren. Reg.
Widefield	Simmons	72375912	11/12/1970	949778	1/2/1973	3/11/2003	Registration Renewed	1/2/2012	1st Day to Ren. Reg.
Redfield	Simmons	73386197	9/17/1982	1309729	12/18/1984	9/13/2004	Registration Renewed	12/18/2013	1st Day to Ren. Reg.
Illuminator	Simmons	73464217	2/6/1984	1316753	1/29/1985	9/13/2004	Registration Renewed	1/29/2014	1st Day to Ren. Reg.
Redfield ESD	Simmons	75122289	6/19/1996	2117531	12/2/1997	1/25/2007	Registration Renewed	12/2/2016	1st Day to Ren. Reg.

UNITED STATES REGISTRATIONS

SCHEDULE A (Page 2 of 2)

Trademark	Company	Country	Reg. No.	Reg., Other Rel. Date	Status	Foreign Assoc.	Date	Next Action
Redfield	Simmons	Germany	1004381	9/6/1979	Registered	Grunecker, Kinkeld	9/30/2009	Ren. Reg.
Redfield	Simmons	Italy	924.109	12/30/2003	Registered	Dr Modiano & Assc	3/15/2010	Last Day to Ren. Reg.
Redfield	Simmons	Canada	201001	8/9/1974	Registered	Marks & Clerk	8/9/2019	Ren. Reg.

INTERNATIONAL REGISTRATIONS

SCHEDULE B

Trademark	Company	Serial No.	Filing Date	Regs. No.	Regis. Date	Status Date	Status
Quick Zero	Simmons	75067457	3/4/1996	N/A	N/A	9/24/1998	No Statement of Use filed after Notice of Allowance
Accu-Trac	Simmons	73203451	2/12/1979	1150288	4/7/1981	4/13/2002	Canceled under Section 8; Expired under Section 9
R Redfield Precision	Simmons	72147856	6/27/1962	771012	6/9/1964	3/12/2005	Canceled under Section 8
Lo-Pro	Simmons	73464205	2/6/1984	1316752	1/29/1985	11/5/2005	Canceled under Section 8

SCHEDULE C

Trademark	Company	Serial No.	Filing Date	Reg. No.	Reg. Date	Status	Status	Next	
								Deadline	Next Action
New R Design	Meade	77405257	2/25/2008	Pending	Pending	2/25/2008	Newly Filed Application	5/20/2008	Check Status (ITU Application in the name of Meade)
New R Design and "Redfield"	Meade	77405254	2/25/2008	pending	Pending	2/25/2008	Newly Filed Application	5/20/2008	Check Status (ITU Application in the name of Meade)