

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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 Corp.		06/12/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bushnell, Inc.
Street Address:	9200 Cody
City:	Overland Park
State/Country:	KANSAS
Postal Code:	66214
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2553430	WHITETAIL EXPEDITION
Registration Number:	2812037	
Registration Number:	2388673	WILDERNESS
Registration Number:	1628220	BLACKGRANITE
Registration Number:	2918853	PROSPORT
Registration Number:	1647273	44 MAG
Registration Number:	2497043	8-POINT
Registration Number:	3383599	
Registration Number:	1841191	WHITETAIL
Registration Number:	1843482	PROHUNTER
Registration Number:	1849218	MASTER RED DOT
Registration Number:	1852889	WHITETAIL CLASSIC
Registration Number:	1339789	SIMMONS
Registration Number:	1937166	DEERFIELD

TRADEMARK

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Registration Number:	1939811	22MAG
Registration Number:	1956942	GOLD MEDAL
Registration Number:	1970986	PRODIAMOND
Registration Number:	1979311	SIMMONS
Registration Number:	1419773	S
Registration Number:	2041082	AETEC
Registration Number:	2166494	SMART RETICLE

CORRESPONDENCE DATA

Fax Number: (312)577-8756
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-577-8348
 Email: cheryle.stone@kattenlaw.com
 Correspondent Name: Cheryle Stone c/o Katten Muchin Rosenman
 Address Line 1: 525 West Monroe Street
 Address Line 2: 19th Floor
 Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-00267
NAME OF SUBMITTER:	Cheryle A. Stone
Signature:	/Cheryle A. Stone/
Date:	06/16/2008

Total Attachments: 6
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of June 12, 2008 ("Effective Date") by and between Simmons Outdoor Corp., a Delaware corporation ("Assignor"), and Bushnell, Inc., a Delaware corporation ("Assignee"). Reference is hereby made to the Asset Purchase Agreement by and among Meade Instruments Corp., a Delaware corporation, Assignor and Assignee dated June 12, 2008 (as may be amended from time to time, the "Agreement").

WHEREAS, Assignor is the owner of the United States trademark registrations set forth on Schedule A attached hereto, the foreign trademark registrations set forth on Schedule B attached hereto and the United States applications for trademark registration set forth on Schedule C attached hereto (collectively, the "Trademarks").

WHEREAS, in connection with the transactions contemplated by the Agreement, Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee, and Assignee has agreed to accept from Assignor, all of Assignor's right, title and interest in, to and under the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee all of its right, title and interest in and to the Trademarks, including, without limitation, any registrations and applications for registration thereof, any renewals and extensions of the registrations, all goodwill associated with any of the foregoing, and all other corresponding rights that are or may be secured under the laws of the United States, any jurisdiction thereof, any foreign country or any multinational jurisdiction now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, if any, and including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of any of the Trademarks, with the right to sue for, and collect the same, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the United States Commissioner of Patents and Trademarks and the corresponding government officers in all applicable jurisdictions to record Assignee as the assignee and owner of the Trademarks.

Assignor hereby covenants and agrees that it will from time to time after delivery of this Assignment, at Assignee's out of pocket expense but without further consideration exchanged between the parties, execute and deliver such further instruments of conveyance and transfer and take such additional actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation but excluding attorney-client communications and privileged documents), as the Assignee may reasonably request to effect, consummate, confirm or evidence the transactions contemplated in this

Assignment and/or to assist the Assignee in preserving, registering, protecting, enforcing, recording or perfecting its rights in, to or under any of the Trademarks.

This Assignment shall be governed by and construed in accordance with the domestic law of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

SIMMONS OUTDOOR CORP.

By: 

Name: Steven L. Muellner

Title: President & Chief Executive
Officer

BUSHNELL, INC.

By: _____

Name:

Title:

TRADEMARK

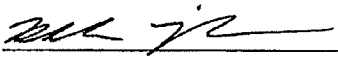
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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

SIMMONS OUTDOOR CORPORATION

By: _____
Name:
Title:

BUSHNELL INC.

By: 
Name: BLAKE LIPHAM
Title: CHIEF FINANCIAL OFFICER

SCHEDULE A**U.S. Trademark Registrations**

Trademark	Registration No.	Issue Date
Whitetail Expedition	2553430	3/26/2002
Green Ring Design	2812037	2/10/2004
Wilderness	2388673	9/19/2000
Blackgranite	1628220	12/18/1990
ProSport	2918853	1/18/2005
44 Mag	1647273	6/11/1991
8-Point	2497043	10/9/2001
Elevation Dial	3383599	2/12/2008
Whitetail	1841191	6/21/1994
Prohunter	1843482	7/5/1994
Master Red Dot	1849218	8/9/1994
Whitetail Classic	1852889	9/6/1994
Simmons (Suppl.)	1339789	6/4/1985
Deerfield	1937166	11/21/1995
22 Mag	1939811	12/5/1995
Gold Medal	1956942	2/20/1996
Prodiamond	1970986	4/30/1996
Simmons (Principal)	1979311	6/11/1996
S and Design Mark	1419773	12/9/1986
Aetec	2041082	2/25/1997
Smart Reticle	2166494	6/16/1998

SCHEDULE B**Foreign Trademark Registrations**

Trademark	Jurisdiction	Registration No.
Whitetail	UK	1571236
Prohunter	UK	1571237
Deerfield	UK	1571238
S Design	UK	1571240
Redline	UK	1571578
Prosport	CTM	3588861
Simmons	Australia	642373
S Design	Australia	642375
Simmons	CTM	4188173
Simmons	UK	2109275

SCHEDULE C

U.S. Trademark Applications

Trademark	Application Serial No.	Filing Date
New S Design	77401787	2/20/2008
New S Design & Simmons	77401776	2/20/2008