

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MEADE INSTRUMENTS CORP.		01/30/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	FCC, LLC, a Florida limited liability company doing business in California as First Capital Western Region, LLC
Street Address:	3520 NW 58th Street
City:	Oklahoma City
State/Country:	OKLAHOMA
Postal Code:	73112
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2082786	MEADE
Registration Number:	2013126	
Registration Number:	1156176	MEADE
Registration Number:	2144281	ETX
Registration Number:	2863119	POCKET PICTOR
Registration Number:	2484004	BRESSER
Registration Number:	3412430	MYSKY
Registration Number:	3034806	
Registration Number:	2858163	READIVIEW
Registration Number:	2804624	LX200
Registration Number:	2744600	CAPTUREVIEW
Registration Number:	2677731	AUTOSTAR
Serial Number:	77544629	ADVANCED COMA-FREE
Serial Number:	77495033	ECLIPS MODULE

CH \$515.00 2082786

900146920

**TRADEMARK
 REEL: 004090 FRAME: 0900**

Serial Number:	77466580	L GHTSWITCH TECHNOLOGY
Serial Number:	77415258	QUADZERO
Serial Number:	77415251	ACF
Serial Number:	77405254	R REDFIELD
Serial Number:	77334343	LIGHTSWITCH
Serial Number:	77405257	R

CORRESPONDENCE DATA

Fax Number: (212)527-7701
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212.527.7700
Email: tmdocket@darbylaw.com
Correspondent Name: Paul Fields/Darby & Darby P.C.
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Address Line 4: New York, NEW YORK 10008-0770

ATTORNEY DOCKET NUMBER:	20790/8204077-000
NAME OF SUBMITTER:	Paul Fields
Signature:	/Paul Fields/
Date:	11/04/2009

Total Attachments: 18
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of January 30, 2009, is made by and among MEADE INSTRUMENTS CORP. (the "Client") and FCC, LLC, a Florida limited liability company doing business in California as First Capital Western Region, LLC (the "Factor").

Recitals

Client and Factor are parties to a Factoring and Inventory Advances and Security Agreement, a Factoring and Security Agreement and a Loan and Security Agreement, all of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Agreements") setting forth the terms on which Factor may now or hereafter extend credit to or for the account of Client.

As a condition to extending credit to or for the account of Client, Factor has required the execution and delivery of this Agreement by Client.

ACCORDINGLY, in consideration of the mutual covenants contained in the Agreements and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Agreements that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Factoring Document (as defined in the Agreements) which Client may now or at any time hereafter owe to Factor, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Agreements).

"Patents" means all of Client's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit A**.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Client's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all

as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit B**.

2. Security Interest. Client hereby irrevocably pledges and assigns to, and grants Factor a security interest (the "Security Interest"), with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Agreements, the Security Interest is coupled with a security interest in substantially all of the personal property of Client. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Client represents, warrants and agrees as follows:

(a) **Patents. Exhibit A** accurately lists all Patents owned or controlled by the Client as of the date hereof, or to which the Client has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Client owns, controls or has a right to have assigned to it any Patents not listed on **Exhibit A**, or if **Exhibit A** ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Client shall within 30 days provide written notice to Factor with a replacement **Exhibit A**, which upon acceptance by Factor shall become part of this Agreement.

(b) **Trademarks. Exhibit B** accurately lists all Trademarks owned or controlled by the Client as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Exhibit B** need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Client's or any Affiliate's business(es). If after the date hereof, Client owns or controls any Trademarks not listed on **Exhibit B** (other than common law marks which are not material to the Client's or any Affiliate's business(es)), or if **Exhibit B** ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Client shall promptly provide written notice to Factor with a replacement **Exhibit B**, which upon acceptance by Factor shall become part of this Agreement.

(c) **Affiliates**. As of the date hereof, no Affiliate of the Client owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Client, constitute Patents or Trademarks. If after the date hereof any Affiliate of the Client owns, controls, or has a right to have assigned to it any such items, then Client shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Client; or (ii) notify Factor of such item(s) and cause such Affiliate to execute and

deliver to Factor a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Client identified as the owner of each Patent and Trademark on **Exhibits A and B** has absolute title to each Patent and each Trademark listed thereon, free and clear of all Liens except Permitted Liens. The Client (i) will have, at the time such Client acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except for licenses of Patents or Trademarks in the ordinary course of business, Client will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Factor's prior written consent.

(g) **Defense.** Client will, at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Client will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Client covenant that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Factor: (i) sufficient written notice, of at least 30 days, to allow Factor to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Factor's Right to Take Action.** If Client fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Factor gives Client written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Client notifies Factor that it intends to abandon a Patent or Trademark, Factor may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Client (or, at Factor's option, in Factor's own name) and may (but need not) take any and all other actions which Factor may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Client shall pay Factor on demand the amount of all moneys

expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Factor in connection with or as a result of Factor's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Factor at the default rate of interest provided for in the Agreements.

(k) **Power of Attorney.** To facilitate Factor's taking action under subsection (i) and exercising its rights under Section 6, Client hereby irrevocably appoints (which appointment is coupled with an interest) Factor, or its delegate, as the attorney-in-fact of Client with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Client, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Client under this Section 3, or, necessary for Factor, after a Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Client hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Agreements as provided therein and the payment and performance of all Obligations.

4. Client's Use of the Patents and Trademarks. Client shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Default exists.

5. Defaults. Each of the following occurrences shall constitute an event of default under this Agreement (herein called a "Default"): (a) a Default, as defined in the Agreements, shall occur; or (b) Client shall fail to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. While a Default exists, Factor may, at its option, take any or all of the following actions:

(a) Factor may exercise any or all remedies available under the Agreements.

(b) Factor may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks, provided that Factor shall not license the Patents and Trademarks until ten (10) Business Days after Client has received written notice from Factor of a Default.

(c) Factor may enforce the Patents and Trademarks and any licenses thereunder, and if Factor shall commence any suit for such enforcement, Client shall, at

the request of Factor, do any and all lawful acts and execute any and all proper documents required by Factor in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Factor. A waiver signed by Factor shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Factor's rights or remedies. All rights and remedies of Factor shall be cumulative and may be exercised singularly or concurrently, at Factor's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Client under this Agreement shall be given in the manner and with the effect provided in the Agreements. Factor shall not be obligated to preserve any rights the Client may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Client and Factor and their respective participants, successors and assigns and shall take effect when signed by Client and delivered to Factor, and each Client waives notice of Factor's acceptance hereof. Factor may execute this Agreement if appropriate for the purpose of filing, but the failure of Factor to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by the Client shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of California without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date first written above.

MEADE INSTRUMENTS CORP.

By: [Signature]
Steven G. Murdock
Chief Executive Officer

FCC, LLC, d/b/a First Capital Western Region, LLC

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA)

) SS:

COUNTY OF ORANGE)

On 06 FEBRUARY, 2009 before me, LEDA M. QUIROS-WEED, Notary Public, personally appeared Steven G. Murdock, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Signature of Notary)



(Seal of Notary)

FCC, LLC, d/b/a First Capital Western Region, LLC

By: 

Name: Robert Yasuda

Title: Senior Vice President

STATE OF CALIFORNIA)

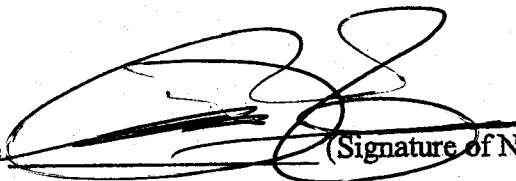
) SS:

COUNTY OF Los Angeles

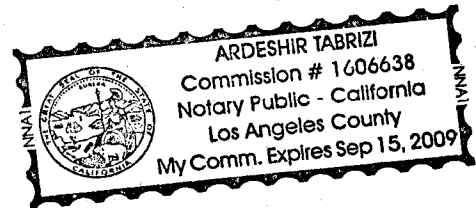
On Feb 6, 2009 before me, Ardeshir Tabrizi, Notary Public, personally appeared Robert Yasuda, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Signature of Notary)

(Seal of Notary)



**SCHEDULE "A"
PATENTS**

I. U.S. Utility Patents Subject to Security Interests In Favor of Bank of America, N.A.

U.S. Patent No.	Title	Issue Date	Expiration Date
6,922,283	SYSTEMS AND METHODS FOR AUTOMATED TELESCOPE ALIGNMENT AND ORIENTATION	July 26, 2005	April 26, 2021
6,563,636	TELESCOPE SYSTEM HAVING AN INTELLIGENT MOTOR CONTROLLER	May 13, 2003	October 25, 2019 TD to 6,304,376
6,445,498	UPGRADEABLE TELESCOPE SYSTEM	September 3, 2002	October 25, 2019
6,392,799	FULLY AUTOMATED TELESCOPE SYSTEM WITH DISTRIBUTED INTELLIGENCE	May 21, 2002	October 26, 2019
6,304,376	FULLY AUTOMATED TELESCOPE SYSTEM WITH DISTRIBUTED INTELLIGENCE	October 16, 2001	October 26, 2019
5,311,203	VIEWING AND DISPLAY APPARATUS	May 10, 1994	January 29, 2013

II. U.S. Utility Patent Subject to Security Interest In Favor of Textron Financial Corporation.

U.S. Patent No.	Title	Issue Date	Expiration Date
6,369,942	AUTO-ALIGNMENT TRACKING TELESCOPE MOUNT	April 9, 2002	October 18, 2020

III. U.S. Utility Patent Licensed to Meade Instruments Corp., Owned by Celestron Acquisition, LLC and Subject to Security Interests in Favor of Hilco Capital LP and Textron Financial Corporation.

U.S. Patent No.	Title	Issue Date	Expiration Date
6,467,738	TRIPOD-STRUCTURE FOR TELESCOPES	October 22, 2002	August 18, 2020

IV. U.S. Utility Patents Free of Security Interests

U.S. Patent No.	Title	Issue Date	Expiration Date
7,408,706	NEUTRAL WHITE-LIGHT FILTER DEVICE	August 5, 2008	August 13, 2024
7,339,731	SELF-ALIGNING TELESCOPE	March 4, 2008	April 20, 2025
7,332,044	FABRICATION OF NARROW-BAND THIN-FILM OPTICAL FILTERS	February 19, 2008	January 27, 2023
7,277,223	APPARATUS AND METHODS FOR FOCUSING AND COLLIMATING TELESCOPES	October 2, 2007	July 26, 2024
7,230,754	NEUTRAL WHITE-LIGHT FILTER DEVICE	June 12, 2007	August 13, 2024
7,221,527*	SYSTEMS AND METHODS FOR AUTOMATED TELESCOPE ALIGNMENT AND ORIENTATION	May 22, 2007	January 26, 2021

* No Assignment Information Available through the USPTO Assignment Records Database. Patents and Patent Applications Assigned to Meade Instruments Corp. on Face of Publications.

**SCHEDULE "B"
PATENTS**

7,209,229	WAVELENGTH SELECTABLE SPECTROHELIOGRAPH	April 24, 2007	June 23, 2025
7,142,573	ETALON CAVITY WITH FILLER LAYER FOR THERMAL TUNING	November 28, 2006	February 13, 2025
7,092,156*	AUTOMATED TELESCOPE ALIGNMENT AND ORIENTATION METHOD	August 15, 2006	October 26, 2019* *TD to 6,392,799
7,079,317*	AUTOMATED TELESCOPE WITH DISTRIBUTED ORIENTATION AND OPERATION PROCESSING	July 18, 2006	October 26, 2019^ ^TD to 6,304,376
7,053,992	RANGEFINDER AND METHOD FOR COLLECTING CALIBRATION DATA	May 30, 2006	January 12, 2025

V. U.S. Design Patents Subject to Security Interests In Favor of Fleet Capital Corporation and Bank of America, N.A.

U.S. Patent No.	Title	Issue Date	Expiration Date
D392,657	TELESCOPE	March 24, 1998	March 24, 2012
D390,583	SPOTTING SCOPE	February 10, 1998	February 10, 2012

VI. U.S. Design Patents Subject to Security Interests In Favor of Bank of America, N.A.

U.S. Patent No.	Title	Issue Date	Expiration Date
D438,221	TELESCOPE	February 27, 2001	February 21, 2015
D422,610	AUTOMATED TELESCOPE	April 11, 2000	April 11, 2014
D417,881	AUTOMATED TELESCOPE	December 21, 1999	December 21, 2013
D417,680	SPOTTING SCOPE	December 14, 1999	December 14, 2013

VII. U.S. Design Patents Licensed to Meade Instruments Corp., Owned by Celestron Acquisition, LLC and Subject to Security Interests in Favor of Textron Financial Corporation.

U.S. Patent No.	Title	Issue Date	Expiration Date
D454,899	SINGLE FORK ARM TELESCOPE MOUNT	March 26, 2002	March 26, 2016
D438,221	TELESCOPE	February 27, 2001	February 21, 2015

VIII. U.S. Design Patents Free of Security Interests

U.S. Patent No.	Title	Issue Date	Expiration Date
D534,194	EYEPIECE FOR OPTICAL INSTRUMENTS	December 26, 2006	December 26, 2020
D518,079	EYEPIECE FOR OPTICAL INSTRUMENTS	March 28, 2006	March 28, 2020
D515,603	EYEPIECE FOR OPTICAL INSTRUMENTS	February 21, 2006	February 21, 2020
D502,481	COMBINATION BINOCULARS AND CAMERA	March 1, 2005	March 1, 2019
D502,201	COMBINATION BINOCULARS AND CAMERA	February 22, 2005	February 22, 2019

* No Assignment Information Available through the USPTO Assignment Records Database. Patents and Patent Applications Assigned to Meade Instruments Corp. on Face of Publications.

**SCHEDULE "B"
PATENTS**

D496,673	COMBINATION BINOCULARS AND CAMERA	September 28, 2004	September 28, 2018
D496,672	COMBINATION BINOCULARS AND CAMERA	September 28, 2004	September 28, 2018
D492,334	MONOCULAR	June 29, 2004	June 29, 2018

IX. Foreign Counterpart Utility Patents Subject to Security Interests In Favor of Bank of America, N.A.

Foreign Country / Patent No.	Related U.S. Utility Patent Nos.
Australia Patent No. 764685	7,221,527; 7,092,156; 7,079,317; 6,922,283
Canada Patent No. 2347370	7,221,527; 7,092,156; 7,079,317; 6,922,283
Canada Patent No. 2356340	6,563,636
China Patent No. 1153080	7,221,527; 7,092,156; 7,079,317; 6,922,283

X. U.S. Utility Patent Applications Subject to Security Interests In Favor of Bank of America, N.A.

U.S. Patent Application No. / Publication No.	Title	Filing Date
09/751,328 2001/0033416	SYSTEM AND METHOD FOR CREATING AND CONDUCTING ASTRONOMICAL TOURS	December 29, 2000

XI. U.S. Utility Patent Applications Free of Security Interests

U.S. Patent Application No. / Publication No.	Title	Filing Date
11/691,442 2008/0168492	CELESTIAL VIEWING SYSTEM WITH VIDEO DISPLAY	March 26, 2007
11/620,631 2008/0163504	APPARATUS AND METHODS FOR LOCATING AND IDENTIFYING REMOTE OBJECTS	January 5, 2007
12/070,229 2008/0142,144	FABRICATION OF NARROW-BAND THIN-FILM OPTICAL FILTERS	February 15, 2008
11/490,572 2008/0018995	USER-DIRECTED AUTOMATED TELESCOPE ALIGNMENT	July 21, 2006
11/490,786 2008/0017784	APPARATUS AND METHODS TO LOCATE AND TRACK THE SUN	July 21, 2006
10/789,815 2007/0246641	NIGHT VISION SYSTEM WITH VIDEO SCREEN	February 27, 2004
11/214,226 2007/0234626	SYSTEMS AND METHODS FOR ADJUSTING A SIGHTING DEVICE	August 29, 2005
11/750,810* 2007/0217000	SYSTEMS AND METHODS FOR AUTOMATED TELESCOPE ALIGNMENT AND ORIENTATION	May 18, 2007
11/567,708 2007/0177261	CATADIOPTRIC TELESCOPES	December 6, 2006
11/333,423 2007/0164692	WIRELESS SYSTEMS AND METHODS FOR CONTROLLING A TELESCOPE	January 17, 2006

* No Assignment Information Available through the USPTO Assignment Records Database. Patents and Patent Applications Assigned to Meade Instruments Corp. on Face of Publications.

**SCHEDULE "B"
PATENTS**

11/214,228 2007/0001103	APPARATUS AND METHODS FOR REDUCING NOISE IN AN OPTOELECTRONIC DEVICE	August 29, 2005
11/118,972 2006/0245640	METHODS AND APPARATUS OF IMAGE PROCESSING USING DRIZZLE FILTERING	April 28, 2005
11/110,484 2006/0238861	HIGH DEFINITION TELESCOPE	April 20, 2005
11/127,541 2006/0175484	SYSTEMS AND METHODS FOR ADJUSTING A STAND	May 12, 2005
10/994,492 2006/0107579	ZOOM SCOPE WITH CONTINUOUS MAIN BODY	November 22, 2004
10/899,221 2006/0018012	APPARATUS AND METHODS FOR FOCUSING AND COLLIMATING TELESCOPES	July 26, 2004
10/995,687 2005/0110976	RANGEFINDER WITH REDUCED NOISE RECEIVER	November 23, 2004
10/922,787 2005/0053309	IMAGE PROCESSORS AND METHODS OF IMAGE PROCESSING	August 20, 2004
10/357,912* 2004/0047036	AUTOMATED TELESCOPE ALIGNMENT AND ORIENTATION METHOD	March 11, 2004
10/358,754* 2003/0156324	AUTOMATED TELESCOPE WITH DISTRIBUTED ORIENTATION AND OPERATION PROCESSING	February 5, 2003

* No Assignment Information Available through the USPTO Assignment Records Database. Patents and Patent Applications Assigned to Meade Instruments Corp. on Face of Publications.

SCHEDULE "B"

TRADEMARKS

I. UNITED STATES REGISTRATIONS/APPLICATIONS

1. Trademark Registrations Subject To Security Interests In Favor of Fleet Capital Corporation, Dated 23 April 1996.

Registration No.	Mark
2,082,786	MEADE
2,013,126	MISCELLANEOUS DESIGN
1,156,176	MEADE & DESIGN

2. Amendment of 12 February 1998 To Security Interest Dated 23 April 1996 In Favor of Fleet Capital Corporation.

Registration No.	Mark
2,144,281	ETX
2,013,126	MISCELLANEOUS DESIGN
1,156,176	MEADE & DESIGN

3. Trademark Registrations Subject To Security Interests In Favor of Bank of America, N.A., Dated 31 August 1999.

Registration No.	Mark
2,144,281	ETX
2,082,786	MEADE
2,013,126	MISCELLANEOUS DESIGN
1,156,176	MEAD & DESIGN

4. Trademark Registrations Subject To Security Interests In Favor of Bank of America, N.A., Dated 24 September 2001.

Registration No.	Mark
2,863,119	POCKET PICTOR
2,484,004	BRESSER
2,144,281	ETX
2,082,786	MEADE
2,013,126	MISCELLANEOUS DESIGN
1,156,176	MEADE & DESIGN

3693214.1 8204077-000

5. U.S. Registrations Free of Security Interest.

Registration No.	Mark
3,412,430	MYSKY
3,034,806	MISCELLANEOUS DESIGN
2,858,163	READIVIEW
2,804,624	LX200
2,744,600	CAPTUREVIEW
2,677,731	AUTOSTAR

6. U.S. Pending Trademark Applications Free of Security Interest.

Application No.	Mark
77/544,629	ADVANCED COMAFREE
77/495,033	ECLIPS MODULE AND DESIGN
77/466,580	LIGHTSWITCH TECHNOLOGY AND DESIGN
77/415,258	QUADZERO
77/415,251	ACF
77/405,257	R AND DESIGN
77/405,254	R REDFIELD AND DESIGN
77/334,343	LIGHTSWITCH

7. Abandoned U.S. Trademark Applications.

Registration No./Application No.	Mark
76/479,946	XTREMECAM
76/390,675	OMNIOULAR
76/354,597	CAPTUREVIEW
76/350,975	OMNIOULAR
76/208,479	EPOCH 2000
75/697,424	DS
75/697,423	AUTOSTAR
75/697,401	DIGITAL ELECTRONIC SERIES

II. CANDIAN REGISTRATIONS

Registration No.	Mark
TMA665102	STAR DESIGN
TMA577927	AUTOSTAR
TMA569789	DS
TMA559617	ETX
TMA496684	MEADE
TMA482064	M DESIGN

III. COMMUNITY TRADEMARK REGISTRATION

Registration No.	Mark
4190138	ETX
4188231	P S T
4188223	SOLARMAX
4188199	CORONADO
4188173	SIMMONS
4188157	MEADE
3950375	VISIOMAR
3404597	BRESSER
3338977	LX 200
3240405	XTREMECAM
2869675	CAPTUREVIEW
1573229	BRESSER

IV. COMMUNITY TRADEMARK REGISTRATIONS OWNED BY MEADE INSTRUMENTS EUROPE GMBH & CO. KG

Registration No.	Mark
5053459	OPTUS
4840179	LIGHTBRIDGE
4575874	MESSIER
4533592	MISCELLANEOUS DESIGN

V. BENELUX REGISTRATIONS

Registration No.	Mark
00711912	MEADE MMMM

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VI. FRENCH REGISTRATIONS

Registration No.	Mark
99818643	AUTOSTAR
99818641	DS
99818640	DIGITAL ELECTRONIC SERIES
97707118	ETX
95563549	MISCELLANEOUS DESIGN
95563548	MEADE
1664368	MEADE OPTIQUE AND DESIGN
1624373	SUPERMEADE (STYLIZED)
1591030	MEADE & DESIGN

VII. GERMAN REGISTRATIONS OWNED BY GERMAN COMPANY

Registration No.	Mark
DE30768323	MISCELLANEOUS DESIGN
DE30515604	4 SKY
DE30417754	COBRA
DE30404835	VISIOMAR
DE30367263	
DE1114537	BRESSER CHAMP
DE1114536	BRESSER CORVETTE
DE1073308	BRESSER OPTIK

VIII. GERMAN REGISTRATIONS

Registration No.	Mark
DE39969078	DS
DE39968677	AUTOSTAR
DE39968676	DIGITAL ELECTRONIC SERIES
DE39758146	ETX
DE39512481	MISCELLANEOUS DESIGN
DE39512479	MEADE
DE1146870	MISCELLANEOUS DESIGN
DE1146869	MEADE

IX. ITALIAN REGISTRATIONS

Registration No.	Mark
889084	DS
889083	AUTOSTAR
889082	DIGITAL ELECTRONIC SERIES
842812	MMMM AND DESIGN

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829063	MEADE
814354	ETX
724739	MMMM AND DESIGN
724738	MEADE
MI2007CO12708	ETX
MI2005C002689	MEADE
MI2008C001846	MEADE
MI2005C002688	MMMM AND DESIGN
MI2008C001847	DESIGN

X. SPANISH TRADEMARK APPLICATIONS

Application No.	Mark
2266483	DS
2266482	AUTOSTAR
2266481	SERIES ELECTRONICAS DIGITALES

XI. SPANISH REGISTRATIONS

Registration No.	Mark
2266484	ETX
1956051	MEADE
1956050	M AND DESIGN
1235766	MEADE AND DESIGN
1235765	MEADE

XII. SWEDISH REGISTRATIONS

Registration No.	Mark
315887	MEADE AND DESIGN

XIII. SWISS REGISTRATIONS

Registration No.	Mark
P428603	MMMM AND DESIGN
P-428549	MEADE
P-362734	MEADE MMMM AND DESIGN

XIV. UNITED KINGDOM REGISTRATIONS

Registration No.	Mark
2213590	AUTOSTAR
2213589	DS
2213587	DIGITAL ELECTRONIC SERIES

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2152879	ETX
2018832	MEADE
2018827	MISCELLANEOUS DESIGN
1336381	MEADE
1336380	MISCELLANEOUS DESIGN

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