

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 Corporation		07/16/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sunny Optics, Inc.		
Street Address:	No. 199 Anshan Road		
City:	Yuyao, Zhejiang		
State/Country:	CHINA		
Postal Code:	315400		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2013126		
Registration Number:	3637057	ADVANCED COMA-FREE	
Registration Number:	2677731	AUTOSTAR	
Registration Number:	3028754	CORONADO	
Registration Number:	3674149	ECLIPS MODULE	
Registration Number:	2144281	ETX	
Registration Number:	3592469	LIGHTSWITCH	
Registration Number:	3670461	L GHTSWITCH TECHNOLOGY	
Registration Number:	2804624	LX200	
Registration Number:	2082786	MEADE	
Registration Number:	3412430	MYSKY	
Registration Number:	3045777	SOLARMAX	
CORRESPONDENCE DATA			

Fax Number: 2136201898

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (213) 620-1780

Email: svtrndocketing@sheppardmullin.com

Correspondent Name: Susan Hwang

Address Line 1: 333 S. Hope Street, 43rd Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:

36VX-179912

DOMESTIC REPRESENTATIVE

Name: Susan Hwang

Address Line 1: 333 South Hope Street, 43rd Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:

Susan Hwang

Signature:

/Susan Hwang/

Date:

08/06/2013

Total Attachments: 10

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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 02:04 PM 08/02/2013
INITIAL FILING # 2013 2761238
AMENDMENT # 2013 3020378
SRV: 130949300

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20132761238

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects Debtor or Secured Party of record CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

All of Debtor's right, title and interest in, to and under all assets of Debtor and its subsidiaries, whether now owned or hereafter existing or acquired, and howsoever its interest therein may arise or appear whether by ownership, security interest, lien, claim or otherwise, including all of the right, title and interest of Debtor in, to and under the property described on Exhibit A hereto (collectively, the "Collateral").

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME Sunny Optics, Inc.				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

EXHIBIT A TO UCC FINANCING STATEMENT

**Debtor: Meade Instruments Corp.
Secured Party: Sunny Optics, Inc.**

Item #4 Description of Certain Collateral

All the following tangible and intangible personal property of Debtor, whether presently existing or hereafter created, written, produced or acquired:

(a)

- (i) All goods, Accounts, Equipment, Inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, General Intangibles, including without limitation the intellectual property listed on Schedule 1 of the Security Agreement by and between Meade Instruments Corp., a Delaware corporation, and Sunny Optics, Inc., a Delaware corporation dated July 16, 2013 (the "Security Agreement") and attached hereto as Schedule 1, commercial tort claims, documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), cash, deposit accounts, fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), securities, and all other investment property, supporting obligations and financial assets, whether now owned or hereafter acquired, wherever located;
- (ii) All of Debtor's right, title and interests in each of Debtor's subsidiaries and membership and/or ownership interests in other entities (whether or not evidenced or represented by any certificated security or other instrument) including (w) all rights to receive income, gain, profit, dividends and other distributions allocated or distributed to Debtor, (x) all voting rights in or rights to control or direct such subsidiaries or other entities and (y) all cash, options, stock splits, reclassifications, rights, instruments or other investment and other investment property and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such rights and interests;
- (iii) all Debtor's Books relating to clause (i) of this Exhibit A, and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, and insurance proceeds of any or all of the foregoing; and

(b) all proceeds (including proceeds of proceeds) of all of the foregoing Collateral, whether cash or non-cash;


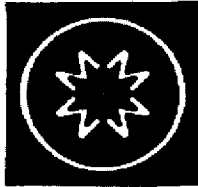

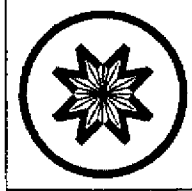
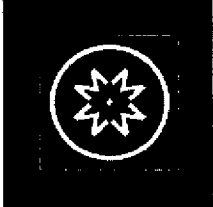




(c) Notwithstanding the forgoing clauses (a) and (b) of this Exhibit A and Section XI of the Security Agreement, or any provision of the Loan Documents (as defined in the Security Agreement) to the contrary, in no event shall the security interest granted herein attach to any lease, license, contract, property rights or agreements to which Debtor is a party or any other part of the Collateral (or to any of its rights or interests thereunder) if the grant of such security interest would constitute or result in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than, to the extent, any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code); provided, that such security interest shall automatically attach upon the granting of consent to such security interest by the counterparty to any such lease, license, contract, property rights or agreement or the occurrence of any other event that would permit the granting of such security interest; provided however, that the foregoing exclusion shall in no way be (i) construed so as to limit, impair or otherwise affect the unconditional continuing security interests in and liens upon any rights or interests the Secured Party may have in or to the proceeds thereof, including monies due or to become due under any such lease, license, contract, or agreement (including any accounts), in each case, that are not subject to such prohibitions, or (ii) construed to apply at such time as the condition causing such prohibition shall be remedied and, to the extent severable. Collateral shall include any portion of such lease, license, contract, agreement or assets subject thereto that does not result in such prohibition.

Terms used in this Exhibit A but not defined shall have the meaning given to such terms in the Uniform Commercial Code, as the same may, from time to time, be enacted and in effect in the State of Delaware, provided, that, to the extent that the "UCC" is used to define any term herein and such term is defined differently in different Articles or Divisions of the UCC, the definition of such term contained in Article or Division 9 shall govern; provided further, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, or priority of, or remedies with respect to, Secured Party's lien on any Collateral is governed by the Uniform Commercial Code in effect in a jurisdiction other than the State of Delaware, the term "UCC" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes on the provisions thereof relating to such attachment, perfection, priority, or remedies and for purposes of definitions relating to such provisions.




SCHEDULE 1 TO UCC FINANCING STATEMENT

(Attached)



Trademark Summary

Country	Status	Next Action	Name or Mark
Canada China France Germany Hong Kong Italy Japan Korea, Republic of Spain Switzerland Taiwan United States	Registered Registered Registered Registered Registered Registered Registered Registered Registered Registered Registered Registered	September 5, 2012 December 27, 2016 March 19, 2015 February 28, 2018 January 6, 2014 March 14, 2015 December 3, 2009 November 5, 2017 March 23, 2015 March 14, 2015 September 30, 2016 November 5, 2016	
Australia United Kingdom	Registered Registered	February 19, 2019 February 23, 2015	
Germany Italy Japan Spain	Registered Registered Registered Registered	March 31, 2015 February 16, 2018 June 27, 2017 February 19, 2019	
United Kingdom	Registered	April 27, 2015	   
Australia Benelux Canada China European Community United States	Registered Registered Registered Registered Registered Registered	January 6, 2014 June 1, 2015 May 29, 2021 January 6, 2015 January 6, 2015 December 27, 2011	
	Unregistered	N/A	

Trademark Summary

Country	Status	Next Action	Name or Mark
	Unregistered	N/A	
	Unregistered	N/A	
	Unregistered	N/A	
	Unregistered	N/A	ACF™
United States	Registered	June 9, 2015	ADVANCED COMA-FREE
	Unregistered	N/A	AutoAlign™
Canada United States	Registered Registered	March 21, 2018 January 21, 2013	AUTOSTAR
	Combination	N/A	AUTOSTAR® II™
	Combination	N/A	AUTOSTAR® SUITE™
Japan United States	Registered Registered	September 26, 2013 July 29, 2009	CAPTUREVIEW
	Unregistered	N/A	CEMAX™
Australia Canada China European Community Intern'l Registration (MA) Japan United States	Registered Registered Registered Registered Registered Registered Registered	May 9, 2015 August 31, 2021 May 9, 2015 December 13, 2014 May 9, 2015 May 9, 2015 December 13, 2014	CORONADO
France United Kingdom	Registered Registered	October 19, 2009 November 8, 2009	DIGITAL ELECTRONIC SERIES
Canada United States	Registered Unregistered	October 29, 2017 N/A	DS
	Unregistered	N/A	DS-2000™
	Unregistered	N/A	DS-2080AT-LNT™
	Unregistered	N/A	DS-2114ATS-LNT™
	Unregistered	N/A	DS-2130ATS-LNT™
	Unregistered	N/A	DSI™
	Unregistered	N/A	DEEP SKY IMAGER™
	Unregistered	N/A	DEEP SKY IMAGER II™
	Unregistered	N/A	DEEP SKY IMAGER III™


Trademark Summary

Country	Status	Next Action	Name or Mark
	Unregistered	N/A	EASYALIGN™
United States	Registered	August 25, 2015	ECLIPS MODULE 
	Unregistered	N/A	ENVISAGE™
Canada	Registered	March 22, 2017	ETX
China	Registered	July 6, 2014	
European Community	Registered	December 13, 2014	
France	Registered	December 3, 2017	
Germany	Registered	December 31, 2017	
Italy	Registered	December 17, 2017	
Japan	Registered	July 2, 2009	
Spain	Registered	October 27, 2009	
Taiwan	Registered	February 15, 2011	
United Kingdom	Registered	December 5, 2017	
United States	Registered	March 17, 2018	
	Combination	N/A	ETX® -80AT-TC™
	Combination	N/A	ETX® -90PE™
	Combination	N/A	ETX® -125PE™
	Combination	N/A	ETX® -LS™
	Combination	N/A	ETX® -PREMIER™
	Unregistered	N/A	GLACIER™
	Unregistered	N/A	HIGH-PRECISION POINTING™
	Unregistered	N/A	LIGHTBRIDGE™
Benelux	Registered	April 25, 2018	LIGHTSWITCH
European Community	Registered	April 25, 2018	
Intern'l Registration (MA)	Registered	April 25, 2018	
United States	Registered	March 17, 2015	
United States	Registered	August 18, 2015	LIGHTSWITCH Technology 
	Unregistered	N/A	LNT™
	Unregistered	N/A	LUNAR PLANETARY IMAGER™
	Unregistered	N/A	LX90™

Trademark Summary

Country	Status	Next Action	Name or Mark
	Unregistered	N/A	LX90-ACF™
European Community	Registered	September 5, 2013	LX200
United States	Registered	January 13, 2010	
	Combination	N/A	LX200® -ACF™
	Combination	N/A	LX200® -ACF 8"™
	Combination	N/A	LX200® -ACF 10"™
	Combination	N/A	LX200® -ACF 12"™
	Combination	N/A	LX200® -ACF 14"™
	Combination	N/A	LX200® -ACF 16"™
	Unregistered	N/A	LX400-ACF™
	Unregistered	N/A	LX400-ACF 8"™
	Unregistered	N/A	LX400-ACF 10"™
	Unregistered	N/A	LX400-ACF 12"™
	Unregistered	N/A	LX400-ACF 14"™
	Unregistered	N/A	LX400-ACF 16"™
	Unregistered	N/A	LX400-ACF 20"™
	Unregistered	N/A	LXD75™
	Unregistered	N/A	MAGIC EYE™
	Unregistered	N/A	MAX MOUNT™
Australia	Registered	February 19, 2019	MEADE
Canada	Registered	June 25, 2013	
China	Registered	December 27, 2016	
European Community	Registered	December 13, 2014	
France	Registered	March 20, 2015	
Germany	Registered	March 31, 2015	
Germany (duplicate?)	Registered	February 28, 2018	
Hong Kong	Registered	January 6, 2014	
Intern'l Registration (MA)	Registered	January 10, 2017	
Italy	Registered	March 14, 2015	
Italy (duplicate?)	Registered	February 16, 2018	
Japan	Registered	August 30, 2015	
Japan (duplicate?)	Registered	June 27, 2017	
Korea, Republic of	Registered	May 4, 2016	
Korea, Republic of (duplicate?)	Registered	February 25, 2018	
Mexico	Registered	May 23, 2017	

Trademark Summary

Country	Status	Next Action	Name or Mark
Russian Federation	Registered	January 10, 2017	
Singapore	Registered	July 15, 2015	
Spain	Registered	March 24, 2015	
Spain (duplicate?)	Registered	February 20, 2019	
Switzerland	Registered	March 14, 2015	
Taiwan	Registered	July 15, 2016	
Ukraine	Registered	January 10, 2017	
United Kingdom	Registered	April 27, 2015	
United Kingdom (duplicate?)	Registered	February 23, 2015	
United States	Registered	July 29, 2017	
Benelux	Registered	February 16, 2018	MEADE
South Africa	Registered	November 7, 2015	
Sweden	Registered	August 9, 2016	
Switzerland	Registered	February 16, 2018	
Benelux	Registered	August 20, 2017	
European Community	Registered	August 20, 2017	MYSKY
Intern'l Registration (MA)	Registered	April 15, 2014	
United States	Registered	April 15, 2014	
Australia	Registered	May 9, 2015	P.S.T.
Canada	Registered	October 18, 2021	
European Community	Registered	December 13, 2014	
Intern'l Registration (MA)	Registered	May 9, 2015	
Japan	Registered	May 9, 2015	
United States	Registered	January 17, 2012	
	Unregistered	N/A	QX WIDE ANGLE™
	Unregistered	N/A	SERIES 4000™
	Unregistered	N/A	SERIES 5000™
	Unregistered	N/A	SKY ASSURANCE™
	Unregistered	N/A	SMART DRIVE™
	Unregistered	N/A	SMART MOUNT™
	Unregistered	N/A	SMARTFINDER™
	Unregistered	N/A	SOL RANGER™
Australia	Registered	May 9, 2015	SOLARMAX
Canada	Registered	October 18, 2021	
European Community	Registered	December 13, 2014	
Intern'l Registration (MA)	Registered	May 9, 2015	
Japan	Registered	May 9, 2015	
United States	Registered	January 29, 2012	
	Unregistered	N/A	TONIGHT'S BEST™
	Unregistered	N/A	TRAVELVIEW™
	Unregistered	N/A	UHTC™

Utility Patents (United States of America)

<u>Patent Number</u>	<u>Title</u>
61537026	APPARATUS AND METHODS FOR ELIMINATING IMAGE SHIFT IN TELESCOPES
61539848	SYSTEMS AND METHODS FOR CLOSED-LOOP TELESCOPE POINTING AND TRACKING
6,181,726	HIGH PERFORMANCE TELESCOPIC ETALON FILTERS
6,215,802	THERMALLY STABLE AIR-GAP ETALON FOR DENSE WAVELENGTH-DIVISION MULTIPLEXING APPLICATIONS
6,392,799	FULLY AUTOMATED TELESCOPE SYSTEM WITH DISTRIBUTED INTELLIGENCE
7,054,518	ETALON ASSEMBLY TUNED BY APPLYING COUNTERBALANCED COMPRESSION FORCES
7,079,317	AUTOMATED TELESCOPE WITH DISTRIBUTED ORIENTATION AND OPERATION PROCESSING
7,092,156	AUTOMATED TELESCOPE ALIGNMENT AND ORIENTATION METHOD
7,149,377	SOLAR TUNABLE FILTER ASSEMBLY
7,190,515	SOLAR TELESCOPE WITH INTEGRATED ALIGNMENT MECHANISM
7,209,229	WAVELENGTH SELECTABLE SPECTROHELIOGRAPH
7,248,405	RE-FOCUSING MECHANISM FOR IMAGING SYSTEM
7,277,223	APPARATUS AND METHODS FOR FOCUSING AND COLLIMATING TELESCOPES
7,339,731	SELF-ALIGNING TELESCOPE
7,482,564	HIGH DEFINITION TELESCOPE
7,053,992	RANGEFINDER AND METHOD FOR COLLECTING CALIBRATION
5,311,203	VIEWING AND DISPLAY APPARATUS (Norton)
6,563,636	TELESCOPE SYSTEM HAVING AN INTELLIGENT MOTOR CONTROLLER
6,922,283	SYSTEMS AND METHODS FOR AUTOMATED TELESCOPE ALIGNMENT AND ORIENTATION
7,408,706	NEUTRAL WHITE-LIGHT FILTER DEVICE
7,414,707	RANGEFINDER AND METHOD FOR COLLECTING CALIBRATION DATA
7,508,497	RANGEFINDER WITH REDUCED NOISE RECEIVER

FOREIGN UTILITY PATENTS:

<u>Patent Number</u>	<u>Country</u>	<u>Title</u>
764685	Australia	FULLY AUTOMATED TELESCOPE SYSTEM WITH DISTRIBUTED INTELLIGENCE

Design Patents (United States of America)

<u>Patent Number</u>	<u>Title</u>
D534,194	EYEPIECE FOR OPTICAL INSTRUMENTS
D518,079	EYEPIECE FOR OPTICAL INSTRUMENT
D515,603	EYEPIECE FOR OPTICAL INSTRUMENT
D502,481	COMBINATION BINOCULARS AND CAMERA
D502,201	COMBINATION BINOCULARS AND CAMERA
D496,673	COMBINATION BINOCULARS AND CAMERA
D496,672	COMBINATION BINOCULARS AND CAMERA
D492,334	MONOCULAR
D422,610	AUTOMATED TELESCOPE
D417,881	AUTOMATED TELESCOPE
D417,680	SPOTTING SCOPE
D412,920	TELESCOPE MOUNT
D392,657	TELESCOPE
D390,583	SPOTTING SCOPE