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U.S. DEPARTMENT OF COMMERCE

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Patent and Trademark Office  
Docket No. 569967-33

102703329

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

1. Name of conveying party(ies): 3-22-04  
M. KENT NORTON  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State       Other

2. Name and address of receiving party(ies):  
Name: MEADE INSTRUMENTS CORP.  
Internal Address:  
Street Address: 6001 Oak Canyon  
City: Irvine State: California ZIP: 92618  
Additional name(s) & address(es) attached?  Yes  No

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other:  
Execution Date: March 16, 2004

4. Application number(s) or patent number(s): 5,311,203 granted May 10, 1994  
If this document is being filed together with a new application, the execution date of the application is:  
A. Patent Application No.(s):      B. Patent No.(s)  
Additional numbers attached?  Yes  No

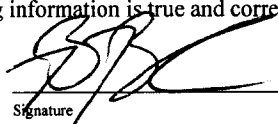
5. Name and address of party to whom correspondence concerning document should be mailed:  
  
Brian M. Berliner  
O'MELVENY & MYERS LLP  
400 South Hope Street  
Los Angeles, CA 90071-2899

6. Total number of applications and patents involved: 1  
7. Total fee (37 C.F.R. § 3.41): \$40.00  
 Enclosed  
 Authorized to be charged to deposit account, referencing Attorney Docket

8. Deposit account number: 50-0639

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 50-0639

**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.  
Name: Brian M. Berliner            March 19, 2004  
Registration No: 34,549      Signature      Date

Total number of pages comprising cover sheet, attachments and document: 3

Mail documents to be recorded with required cover sheet information to:  
Mail Stop: Assignment Recordation Services  
Director of the U.S. Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

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**PATENT**  
**REEL: 015116 FRAME: 0436**

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OPR/FINANCE

## **ASSIGNMENT**

WHEREAS, I, M. Kent Norton, a citizen of the United States of America, residing at 18700 Blythwood Drive, Los Gatos, California 95030, being the sole inventor of certain new and useful improvements in a VIEWING AND DISPLAY APPARATUS for which United States Patent No. 5,311,203 issued on May 10, 1994;

AND WHEREAS, Meade Instruments Corp. (hereinafter "ASSIGNEE"), a Delaware Corporation, with its principal place of business at 6001 Oak Canyon, Irvine, California 92618, desires to acquire the entire right, title, and interest in and to the aforementioned patent and any rights of priority related to the aforementioned improvements;

NOW, THEREFORE, in consideration of the sum of Fifty Thousand Dollars (\$50,000.00) to me in hand paid, the receipt of which is hereby acknowledged, I, the said inventor, do hereby acknowledge that I have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto ASSIGNEE the entire right, title, and interest throughout the world in, to and under United States Patent No. 5,311,203 and said improvements, and all rights of priority under International Conventions and applications for Letters Patent which are pending or may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; the same to be held and enjoyed by ASSIGNEE for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, and legal representatives, to the end of the patent terms for which said patent and improvements has been or will be granted, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made; together with all my claims for damages by reason of past infringement of said Patent No. 5,311,203, whether or not any such claim is known to me, with the right to sue for, and collect the same for ASSIGNEE'S own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives.

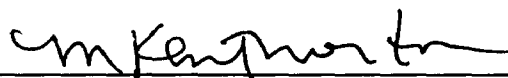
AND I HEREBY covenant and agree that I will, upon request and at ASSIGNEE's expense, communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said improvements, and sign lawful papers, execute all divisional, continuing and reissue applications, execute all rightful oaths and generally do everything possibly to aid ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

AND I HEREBY represent and warrant that, to the best of my knowledge, United States Patent No. 5,311,203 is not abandoned and every claim thereof is valid and enforceable. To my knowledge, I have received no written or oral communication alleging any reason why said patent is not valid and enforceable, subsequent to

issuance thereof. To my knowledge, I have not communicated with any person or entity, either orally or in writing, so as to allege infringement of said patent by such person or entity, or to inquire concerning suspected or prospective infringement of said patent. I further covenant and agree to waive all my rights and privileges to attack the utility, novelty, validity or enforceability of said United States Patent 5,311,203 as against ASSIGNEE or its successors, licensees, assigns or legal representatives, either on my own behalf or on behalf of any other person or entity. I further covenant and agree to not knowingly communicate with any person or entity any information tending to show that said patent is not valid or enforceable, except to or with the express consent of ASSIGNEE or its successors, assigns or legal representatives, and except as required by law.

AND I HEREBY covenant and agree that no assignment, sale, license, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment. Further, I represent and warrant that I have all legal and equitable right, power, authority, and capacity to assign said patent and all other rights hereunder to ASSIGNEE, free and clear of any claim, encumbrance, or right of any third person or entity.

IN TESTIMONY WHEREOF, I set my hand and seal this 16<sup>th</sup> day of MARCH, 2004.

  
\_\_\_\_\_  
M. Kent Norton

STATE OF CALIFORNIA                    )  
  )    ss.  
COUNTY OF Santa Clara            )

On March 6, 2004, before me, Pamela E. Swanson, personally appeared Michael Kent Norton, also known as M. Kent Norton, ~~personally known to me~~ (or 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.

WITNESS my hand and official seal.

  
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