

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Meade Instruments Corporation	04/18/2008
RECEIVING PARTY DATA	
Name:	Leupold & Stevens, Inc.
Street Address:	14400 NW Greenbrier Parkway
City:	Beaverton
State/Country:	OREGON
Postal Code:	97006
PROPERTY NUMBERS Total: 2	
Property Type	Number
PCT Number:	US0602910
Application Number:	11339992
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Total Attachments: 2 source=289Assignment#page1.tif source=289Assignment#page2.tif	

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ASSIGNMENT

WHEREAS, Meade Instruments Corporation, a Delaware corporation having offices at 6001 Oak Canyon, Irvine, California 92618 (hereinafter "ASSIGNOR"), is owner of the entire right, title, and interest in the following applications for Letters Patents (hereinafter "the Assigned Applications"):

<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
US 11/339,992	January 26, 2006	SCOPE WITH IMPROVED MAGNIFICATION SYSTEM
PCT/US2006/002910	January 26, 2006	SCOPE WITH IMPROVED MAGNIFICATION SYSTEM

WHEREAS, Leupold & Stevens, Inc., a corporation of the state of Oregon (hereinafter "ASSIGNEE") desires to purchase the entire right, title, and interest in and to the '992 Patent Application;

WHEREAS, the Assigned Applications include some or all of the disclosure of the following applications for Letters Patent in the United States: U.S. Patent Application No. 10/994,491 (MIC.027A), titled "Scope With Improved Windage/Elevation System" and U.S. Patent Application No. 10/994,492 (MIC.028A), titled "Zoom Scope with Continuous Main Body," both filed November 22, 2004, which ASSIGNOR does not intend to transfer to ASSIGNEE but in which ASSIGNEE intends to retain all rights, title, and interest;

WHEREAS, ASSIGNEE understands that ASSIGNOR is owner of the entire right, title, and interest in U.S. Patent Application No. 10/994,491 (MIC.027A), titled "Scope With Improved Windage/Elevation System" and U.S. Patent Application No. 10/994,492 (MIC.028A), titled "Zoom Scope with Continuous Main Body," both filed November 22, 2004, and that this assignment does not transfer to ASSIGNEE any rights, title, or interest in the subject matter disclosed in the above referenced patent applications;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer, and convey, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest in, to, and under the Assigned Applications, all patents that may be granted thereon in the United States of America and elsewhere throughout the world, including provisional rights, foreign patent priority rights, and the right to apply for patents in foreign countries in ASSIGNOR's name or in the name of ASSIGNEE, and further including all divisions, continuations (but not continuations in part), reissues, reexaminations, renewals, and extensions thereof (hereinafter the "Patents"), together with all inventions disclosed therein, *provided* however that this assignment does not include: (1) any subject matter directed to or disclosed in U.S. Patent Application No. 10/994,491 (MIC.027A), filed November 22, 2004, titled "Scope With Improved Windage/Elevation System" or (2) any subject matter directed to or disclosed in U.S. Patent Application No. 10/994,492 (MIC.028A), filed November 22, 2004, titled "Zoom Scope with Continuous Main Body." This Assignment shall inure to the benefit of and be binding upon ASSIGNEE and ASSIGNOR and their respective successors and assigns.

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to

sue for, collect, and retain damages for past infringements of said Patents before or after issuance.

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

ASSIGNOR will deliver, within 30 days following the date of execution on the signature block below, copies of all prosecution files of the Assigned Applications 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 documents and witnesses under its control in connection with any enforcement activities of ASSIGNEE in connection with the Assigned Applications and Patents.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of April, 2008.

Medde Instruments Corporation
By: *Paul Ross*
Name Printed: Paul Ross
Title: CFO
Date: 4/18/08

STATE OF _____ }
COUNTY OF _____ } ss.

On _____, before me, _____, notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

[SEAL]

Notary Signature

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