

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM406021

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	Attached Commercial Security Agreement		
<b>RESUBMIT DOCUMENT ID:</b>	103676115		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Celestron Acquisition, LLC		10/12/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Preferred Bank		
<b>Street Address:</b>	601 S. Figueroa Street, 29th Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90017		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 73</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86533832	ADVANCED SERIES	
<b>Serial Number:</b>	77511556	ADVANCED SERIES GT	
<b>Serial Number:</b>	77514933	AMBASSADOR	
<b>Serial Number:</b>	85370733	AMOEBEA	
<b>Serial Number:</b>	85232261	ASTRO FX	
<b>Serial Number:</b>	77098416	ASTROMASTER	
<b>Serial Number:</b>	86536345	ASTROMASTER	
<b>Serial Number:</b>	85706532	CELESTRON CAVALRY	
<b>Serial Number:</b>	85981259	CELESTRON CAVALRY	
<b>Serial Number:</b>	86082449	CELESTRON CAVALRY	
<b>Serial Number:</b>	85199049	CELESTRON LUMINOS EYEPIECES	
<b>Serial Number:</b>	85143687	CELESTRON NIGHTSCAPE	
<b>Serial Number:</b>	86277324	CELESTRON SKYPORTAL	
<b>Serial Number:</b>	76535756	CELESTRON	
<b>Serial Number:</b>	85338054	CELESTRON	
<b>Serial Number:</b>	85338060	CELESTRON	
<b>Serial Number:</b>	73232910	CELESTRON	
<b>Serial Number:</b>	77511575	CGE	

Property Type	Number	Word Mark
Serial Number:	77602591	CGEM
Serial Number:	85749412	COMETRON
Serial Number:	85181608	COURSE PRO
Serial Number:	77078340	CPC
Serial Number:	85370741	CROSSAIM
Serial Number:	86093479	CYPRESS
Serial Number:	77852196	EDGEHD OPTICS
Serial Number:	86689726	ELEMENTS BY CELESTRON
Serial Number:	75010914	ENDURO
Serial Number:	86025468	EXPLORASCOPE
Serial Number:	77101472	FASTAR
Serial Number:	85598878	FIRECEL
Serial Number:	86410635	FLIPVIEW
Serial Number:	85979161	FOCUSVIEW
Serial Number:	85121293	GRANITE
Serial Number:	85486385	HOMECAST
Serial Number:	86452249	MICROSPIN
Serial Number:	75818911	NEXSTAR
Serial Number:	77086075	NEXSTAR SLT
Serial Number:	76526123	OCEANA
Serial Number:	86099530	OCEANA
Serial Number:	76479727	OMNI
Serial Number:	77347182	OMNI XLT
Serial Number:	76479732	OUTLAND
Serial Number:	86099518	OUTLAND
Serial Number:	85428754	PENTAVIEW
Serial Number:	76502465	POWERSEEKER
Serial Number:	75031443	REGAL
Serial Number:	86536341	REGAL
Serial Number:	85181617	RETRACE
Serial Number:	77481854	SKYALIGN
Serial Number:	86109927	SKYALIGN
Serial Number:	85246841	SKYEXPEDITION
Serial Number:	76479731	SKYMASTER
Serial Number:	85129734	SKYPRODIGY
Serial Number:	85232282	SKYQ
Serial Number:	85857546	SKYRIS
Serial Number:	75031444	STAR HOPPER

Property Type	Number	Word Mark
Serial Number:	73591471	STARBRIGHT
Serial Number:	76520253	STARBRIGHT XLT
Serial Number:	85777519	STARSENSE
Serial Number:	86208671	STYRKA
Serial Number:	86240414	TETRAVIEW
Serial Number:	86246974	THERMOCHARGE
Serial Number:	86536338	TRAILSEEKER
Serial Number:	85651061	TRAILSEEKER
Serial Number:	85979255	TRAILSEEKER
Serial Number:	86013814	TREKCEL
Serial Number:	86042283	TREKGUIDE
Serial Number:	73764171	ULTIMA
Serial Number:	86109917	ULTIMA
Serial Number:	76479729	UPCLOSE
Serial Number:	76560392	VISTAPIX
Serial Number:	85370736	WINDGUIDE
Serial Number:	76479728	X-CEL

**CORRESPONDENCE DATA**

**Fax Number:**

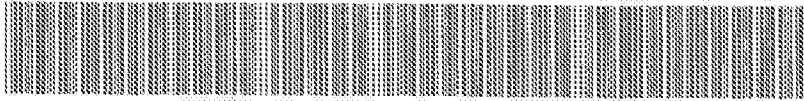
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 213-891-6826  
**Email:** NOTEDEPT@PREFERRED BANK.COM  
**Correspondent Name:** PREFERRED BANK  
**Address Line 1:** ATTN: NOTE DEPARTMENT  
**Address Line 2:** 601 S FIGUEROA STREET, 29TH FLOOR  
**Address Line 4:** LOS ANGELES, UNITED STATES 90017

<b>NAME OF SUBMITTER:</b>	Carolyn Hollis, VP
<b>SIGNATURE:</b>	/Carolyn Hollis/
<b>DATE SIGNED:</b>	11/18/2016

**Total Attachments: 13**  
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# COMMERCIAL SECURITY AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$24,000,000.00	12-14-2015	12-14-2018	208049	58	124229	SAML	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  
Any item above containing "\*\*\*\*" has been omitted due to text length limitations.

**Grantor:** Celestron Acquisition, LLC  
2835 Columbia Street  
Torrance, CA 90503

**Lender:** Preferred Bank  
Los Angeles Office  
601 South Figueroa Street  
29th Floor  
Los Angeles, CA 90017

THIS COMMERCIAL SECURITY AGREEMENT dated December 14, 2015, is made and executed between Celestron Acquisition, LLC ("Grantor") and Preferred Bank ("Lender").

**GRANT OF SECURITY INTEREST.** For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

**COLLATERAL DESCRIPTION.** The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the indebtedness and performance of all other obligations under the Note and this Agreement:

All inventory, Chattel Paper, Accounts, Equipment and General Intangibles, including all proceeds and all royalties of trademarks. Refer to Exhibit "A" for Trademarks

See Exhibit B attached hereto and incorporated herein by this reference; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

**FUTURE ADVANCES.** In addition to the Note, this Agreement secures all future advances made by Lender to Grantor regardless of whether the advances are made a) pursuant to a commitment or b) for the same purposes.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL.** With respect to the Collateral, Grantor represents and promises to Lender that:

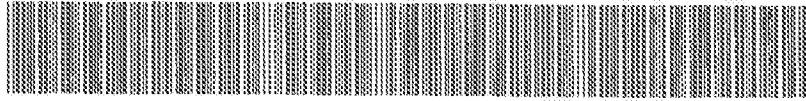
**Perfection of Security Interest.** Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. This is a continuing Security Agreement and will continue in effect even though all or any part of the indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.

**Notices to Lender.** Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management or in the members or managers of the limited liability company Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

**No Violation.** The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its membership agreement does not prohibit any term or condition of this Agreement.

**Enforceability of Collateral.** To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. At the time any account becomes subject to a security interest in favor of Lender, the account shall be a good and valid account representing an undisputed, bona fide indebtedness incurred by the account debtor, for merchandise held subject to delivery instructions or previously shipped or delivered pursuant to a contract of sale, or for services previously performed by Grantor with or for the account debtor. So long as this Agreement remains in effect, Grantor shall not, without Lender's prior written consent, compromise, settle, adjust, or discharge any claim under or with

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## COMMERCIAL SECURITY AGREEMENT (Continued)

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regard to any such Accounts. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

**Location of the Collateral.** Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts or general intangibles, the records concerning the Collateral) at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

**Removal of the Collateral.** Except in the ordinary course of Grantor's business, including the sales of inventory, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of Delaware, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

**Transactions Involving Collateral.** Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. While Grantor is not in default under this Agreement, Grantor may sell inventory, but only in the ordinary course of its business and only to buyers who qualify as a buyer in the ordinary course of business. A sale in the ordinary course of Grantor's business does not include a transfer in partial or total satisfaction of a debt or any bulk sale. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

**Title.** Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

**Repairs and Maintenance.** Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

**Inspection of Collateral.** Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

**Taxes, Assessments and Liens.** Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, reasonable attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

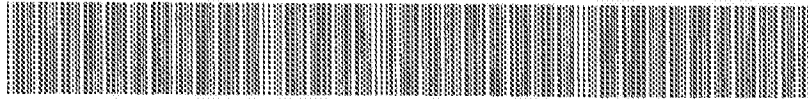
**Compliance with Governmental Requirements.** Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, including without limitation all environmental laws, ordinances, rules and regulations, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

**Hazardous Substances.** Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the indebtedness and the satisfaction of this Agreement.

**Maintenance of Casualty Insurance.** Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that

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### COMMERCIAL SECURITY AGREEMENT (Continued)

coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

**Application of Insurance Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Collateral if the estimated cost of repair or replacement exceeds \$1,000.00, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the indebtedness.

**Insurance Reserves.** Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

**Insurance Reports.** Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

**Financing Statements.** Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement.

**GRANTOR'S RIGHT TO POSSESSION AND TO COLLECT ACCOUNTS.** Until default and except as otherwise provided below with respect to accounts, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. Until otherwise notified by Lender, Grantor may collect any of the Collateral consisting of accounts. At any time and even though no Event of Default exists, Lender may exercise its rights to collect the accounts and to notify account debtors to make payments directly to Lender for application to the indebtedness. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the indebtedness.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**DEFAULT.** Each of the following shall constitute an Event of Default under this Agreement:

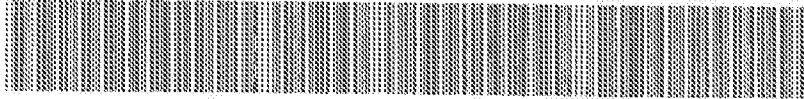
**Payment Default.** Grantor fails to make any payment when due under the indebtedness.

**Environmental Default.** Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with any indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Default in Favor of Third Parties.** Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or

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## COMMERCIAL SECURITY AGREEMENT (Continued)

sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Agreement or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution of Grantor (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or Guarantor dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Cure Provisions.** If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Delaware Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

**Accelerate Indebtedness.** Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

**Assemble Collateral.** Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

**Sell the Collateral.** Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

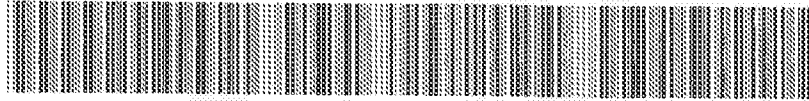
**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Collect Revenues, Apply Accounts.** Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

**Obtain Deficiency.** If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this

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**COMMERCIAL SECURITY AGREEMENT  
(Continued)**

Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

**Other Rights and Remedies.** Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

**Election of Remedies.** Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Lender may also recover from Grantor all court, alternative dispute resolution or other collection costs (including, without limitation, fees and charges of collection agencies) actually incurred by Lender.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Governing Law.** With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Collateral, this Agreement will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Delaware. In all other respects, this Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Agreement is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Agreement has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of California.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Los Angeles County, State of California.

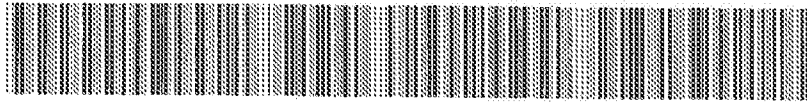
**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Power of Attorney.** Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstances. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Successors and Assigns.** Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the indebtedness.



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## COMMERCIAL SECURITY AGREEMENT (Continued)

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Agreement.** The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

**Borrower.** The word "Borrower" means Celestron Acquisition, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Collateral.** The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

**Default.** The word "Default" means the Default set forth in this Agreement in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

**Grantor.** The word "Grantor" means Celestron Acquisition, LLC.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Indebtedness.** The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Agreement together with all interest thereon.

**Lender.** The word "Lender" means Preferred Bank, its successors and assigns.

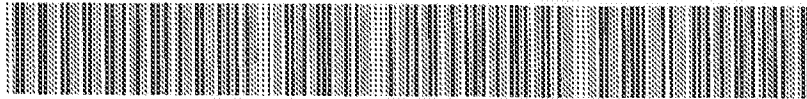
**Note.** The word "Note" means the Note dated December 14, 2015 and executed by Celestron Acquisition, LLC in the principal amount of \$24,000,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

**GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED DECEMBER 14, 2015.**

**THIS AGREEMENT IS DELIVERED UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**



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COMMERCIAL SECURITY AGREEMENT  
(Continued)

GRANTOR:

CELESTRON ACQUISITION, LLC

SW MANAGEMENT CORP., Manager of Celestron Acquisition, LLC

By: Shen Ta Kuo (Seal)  
Ta Kuo Sylvia Shen, President of SW Management Corp.

Lexipho, Ver. 14.6.10.004 Copr. © 1991 USA Corporation 1997, 2012 All Rights Reserved - DDCA L/R07ENCFIL01 640.00 75-4722 PP 13

## EXHIBIT "B"

All now owned and hereafter acquired right, title and interest in the personal property of Debtor located at, or relating to, required for, existing in connection with, affixed to, attached to, placed upon, or obtained for or in connection with the design, planning construction, development, use, operation, maintenance, or marketing of the real property commonly known as **2835 Columbia Street, Torrance, CA 90503** and more particularly described below (the "Real Property") and all buildings, structures and improvements now existing or hereafter constructed on the Real Property (the "Improvements," collectively with Real Property, the "Property"), including without limitation, the following:

1. All fixtures, machinery, machines, motor vehicles, tools, parts, equipment, pumps, engines, motors, boilers, incinerators, building materials, inventory, supplies, goods, systems for the supply or distribution of heat, air conditioning, electricity, gas, water, air or light, fuel, refrigeration, ventilation, sanitary, elevators and related machinery and equipment, security, fire prevention and extinguishing equipment, security and access control equipment, plumbing, shower, bath tubs, water heaters, toilets, sinks, stove, ranges, refrigerators, dishwashers, disposals, laundry equipment, walls, all wall beds, wall-safes, window and floor coverings, partitions, doors, windows, hardwood, dust, waste and rubbish removal equipment, recreational equipment, signs, furnishings, appliances, telephone equipment, and communication systems, and supplies, plants, carpets, rugs, sculptures, artworks, mirrors, tables, lamps, beds, built-in furniture and installations, shelving, lockers, door stops, vaults, television sets, light fixtures, chandeliers, desks, cabinets, bookcases, chairs, sofas, benches, and janitorial and maintenance equipment and supplies, systems or fixtures for the exclusion of vermin or insects, dumbwaiters, awnings, window shades, venetian blinds, and all substitutions, accessories, accessions, replacements, improvements, and additions to any of all of or of all the foregoing;

2. All deposits, advance payments, security deposits, and rental payments made by or on behalf of Debtor to others in connection with the Property and relating to and or all of the following: (a) management or operational services; (b) marketing services; (c) architectural, engineering, or design services; (d) utility services; (e) cleaning, maintenance, security, or repair services; (f) rubbish or refuse removal services; (g) sewer services; (h) rental of furnishings, fixtures or equipment; (i) parking; or (j) any service similar to any or all of the foregoing;

3. All reports, appraisals, drawings, plans, blueprints, studies, specifications, certificates of occupancy, building permits, grading permits, all surveys and engineering, architectural and governmental compliance papers and all easements, licenses, franchises, management agreements and contracts and all contract rights of Debtor in construction contracts and tract and/or parcel maps, entitlement, subdivision of other bonds, architect agreements and all other agreements;

4. All trademarks, tradestyles, service marks, logos, letterheads, advertising symbols, goodwill, telephone numbers, advertising rights, negatives, prints, brochures, flyers, pamphlets and other media items used or intended to be used in connection with the Property;

5. All legal and equitable claims, causes of action and recoveries, now or hereafter in existence, for any loss or diminution in value of the Property, and rights against architects, engineers, designers, contractors, subcontractors, suppliers, materialmen and any other parties supplying labor, services, equipment or labor in connection with the design, planning, construction, development, use, operation, maintenance, or marketing of all or part of the property;

6. All real property tax refunds, claims, general intangibles, accounts, deposit accounts, documents, instruments, chattel paper, and accounts receivable related to the design, planning, construction, development, use, operation, maintenance, or marketing of all or part of the Property, including, without limitation, any right to payment for goods sold or leased or to be sold or leased for services rendered or to be rendered, however evidenced, including, without limitation, purchase orders, negotiable documents, notes, drafts, acceptances, claims, instruments, insurance policies, and all other forms of obligations and receivables;

7. All products and proceeds of any or all of the foregoing personal property, including, without limitation, all money, deposit accounts, chattel paper, documents, notes, drafts, instruments, insurance proceeds, including, but not limited to, all proceeds of and fire and/or builders risk insurance policy, or of and policy insuring the Property located thereon against any other perils, all unearned insurance premiums, and all other tangible and intangible property resulting from the sale, lease or other disposition of any or all of the foregoing personal property; and

8. All awards made in eminent domain proceeds, or purchase in lieu thereof, with respect to the Property;

9. All bonds relating to and all agreements for purchase and sale of the Property, all rents, issues and profits of the Property and all Policies of insurance arising out of the improvement or ownership of the Property;

10. All leases, rents, issues, profits, all utility deposits, all deposits of money as advanced rent or for security and/or cleaning under such leases of or affecting the Property or any position thereof, all security and cleaning deposits collected or collectible from any leases of portions of the Property, all deposits collected from purchases pursuant to contracts for sale of the property of any or any portions thereof;

11. All other obligations arising out of or in connection with the operation and development of the Property, all present and future agreements for purchase and/or sale, all rights, under any escrow, now or hereafter existing, in and to all security agreements, title reports, title insurance policies or proceeds, contracts securing or otherwise relating to any such accounts, bank accounts, funds, documents, all rights in connection with contract rights, loan commitments, notes, including without limitation, prepaid interest, fees, and other consideration paid in connection with such notes, chattel paper, instruments, and any and all additional collateral, security and/or agreed upon sources of repayment of the Loan, including without limitation, any and all letters of credit, pledged certificates of deposit and/or guarantees and all undisbursed loan proceeds of other funds in the hands of any Lender or disbursing escrow agent;

12. All indemnities, warranties, or guaranties, whether written or oral, from any third party, payable by reason of loss of damage to or otherwise with respect to any of the property described in this Exhibit "A" which directly or indirectly relate to all or part of the Property, but excluding any trade fixtures and personalty located on the Property and owned by lessees of portions of the Property under leases affecting the Property, provided that such trade fixtures and/or such personalty are removed from the Property within thirty (30) days from the expiration of the lease with any tenant owing such trade fixtures and all entire or partial additions to, substitutions for, changes in, proceeds and replacements thereof and accessions thereto;

13. All policies of insurance, and all payments under insurance (whether or not the Lender is the Loss payee thereof), and the proceeds and unearned premium thereof, now and hereafter in existence insuring any and all of the Property against loss, damage, destruction, theft, loss of income, or any other casualty or risk; and

14. All rights in connection with any homeowners association, committee, account or association and governmental filing.

**Legal Description:**

**See Legal Description attached hereto and incorporated herein by this reference.**

Legal Description

The land hereinafter referred to is situated in the City of Torrance, County of Los Angeles, State of CA, and is described as follows;

That portion of Lot 7 of Tract 7873, in the City of Torrance, as shown on Map thereof recorded in Book 109 Pages 99 and 100 of Maps, in the Office of the County Recorder of said County, more particularly described as follows;

Commencing at the intersection of the Northerly line of said Lot 7 of said Tract 7873 with the Easterly line of Maple Avenue, 80 feet in width, as widened by deed recorded in Book 43306 at Page 30 of Official Records, in the office of said County Recorder; thence South 0 degrees 33 minutes 50 seconds East 1081.00 feet along said Easterly street line to the Westerly prolongation of the Northerly line of Columbia Street, 80 feet wide, described as Parcel I in the road and storm drain easement to the City of Torrance recorded as Document 3826 of September 8, 1961, in Book D-1 349 Page 135 et seq. of said Official Records (which Northerly street line is also a line that is parallel with and distant Southerly 480.00 feet at right angles from the Southerly line of that certain parcel of land described in the deed to Warren-Southwest, Inc., recorded in Book 50477 Page 364 of said Official Records); thence along said prolongation and said Northerly street line North 89 degrees 26 minutes 10 seconds East 441.11 feet to a line that is parallel with and distant Westerly 194.14 feet at right angles from the Westerly line of that certain parcel of land described in the deed to Chadron Corporation and Ridgeley Terminals Corporation recorded as Instrument No. 1456 in Book 0-248 at Page 167 of said Official Records; which point is the true point of beginning for this description; thence from said true point of beginning along said last mentioned parallel line North 0 degrees 33 minutes 50 seconds West 441.80 feet to a point that lies South 0 degrees 33 minutes 50 seconds East 5.00 feet from the Southerly line of that certain railroad right of way described in the deed to the Atchison, Topeka and Santa Fe Railway Company, recorded November 19, 1959 in Book D-669 at Page 231 of said Official Records; thence North 82 degrees 12 minutes 35 seconds East 50.38 feet to said Southerly right of way line; thence North 87 degrees 54 minutes 11 seconds East thereon 144.20 feet to the Northwesterly corner of said Chadron Property; thence South 0 degrees 33 minutes 50 seconds East 452.00 feet along said Westerly property line to said Northerly line of Columbia Street; thence South 89 degrees 26 minutes 10 seconds West thereon, 194.14 feet to the true point of beginning, containing an area of 2.000 acres, more or less.

Except, however, all minerals, petroleum, oil, asphaltum, gas, and/or hydrocarbon substances, including helium, within or underlying the above described real property, at a depth of more than 500 feet below the surface, as reserved by deed recorded October 15, 1964 as Instrument No. 960.

APN: 7352-009-003

EXHIBIT "A"  
(Trademarks)

WORD MARK	SERIAL NUMBER	FILING DATE
Advanced Series	86533832	2/12/2015
Advanced Series GT	77511556	6/30/2008
Ambassador	77514933	7/3/2008
Amoeba	85370733	7/13/2011
Astro FX	85232261	2/2/2011
Astromaster	77098416	2/2/2007
Astromaster	86536345	2/16/2015
Celestron Cavalry	85706532	8/17/2012
Celestron Cavalry	85981259	8/17/2012
Celestron Cavalry	86082449	10/3/2013
Celestron Luminous Eyepieces	85199049	12/15/2010
Celestron Nightscape	85143687	10/2/2010
Celestron Skyportal	86277324	5/9/2014
Celestron	76535756	8/11/2003
Celestron	85338054	6/3/2011
Celestron	85338060	6/3/2011
Celestron	73232910	9/27/1979
CGE	77511575	6/30/2008
CGEM	77602591	10/28/2008
Cometron	85749412	10/9/2012
Course Pro	85181608	11/19/2010
CPC	77078340	1/8/2007
Crossaim	85370741	7/13/2011
Cypress	86093479	10/16/2013
Edgehd Optics	77852196	10/19/2009
Elements by Celestron	86689726	7/10/2015
Enduro	75010914	10/26/1995
Explorascope	86025468	7/31/2013
Fastar	77101472	2/7/2007
Firecel	85598878	4/16/2012
Flipview	86410635	9/30/2014
Focusview	85979161	7/2/2012
Granite	85121293	9/1/2010
Homecast	85486385	12/2/2011
Microspin	86452249	11/12/2014
Nexstar	75818911	10/8/1999
Nexstar SLT	77086075	1/18/2007

WORD MARK	SERIAL NUMBER	FILING DATE
Oceana	76526123	6/20/2003
Oceana	86099530	10/23/2013
Omni	76479727	12/30/2002
Omni XLT	77347182	12/7/2007
Outland	76479732	12/30/2002
Outland	86099518	10/23/2013
Pentaview	85428754	9/21/2011
Powerseeker	76502465	3/31/2003
Regal	75031443	12/12/1995
Regal	86536341	2/16/2015
Retrace	85181617	11/19/2010
Skyalign	77481854	5/22/2008
Skyalign	86109927	11/4/2013
Skyexpedition	85246841	2/18/2011
Skymaster	76479731	12/30/2002
Skyprodigy	85129734	9/15/2010
Skyq	85232282	2/2/2011
Skyris	85857546	2/22/2013
Star Hopper	75031444	12/12/1995
Starbright	73591471	4/3/1986
Starbright XLT	76520253	6/6/2003
Starsense	85777519	11/12/2012
Styrka	86208671	3/2/2014
Tetraview	86240414	4/2/2014
Thermocharge	86246974	4/9/2014
Trailerseeker	86536338	2/16/2015
Trailseeker	85651061	6/13/2012
Trailerseeker	85979255	6/13/2012
Trekcel	86013814	7/18/2013
Trekguide	86042283	8/19/2013
Ultima	73764171	11/17/1988
Ultima	86109917	11/4/2013
Upclose	76479729	12/30/2002
Vistapix	76560392	11/12/2003
Windguide	85370736	7/13/2011
X-Cel	76479728	12/30/2002



10/19/2016

DP

Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/2011)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

103676115

REGISTRATION FORM COVER SHEET  
TRADEMARKS ONLY



To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Celestron Acquisition, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) California

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 12, 2016

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Preferred Bank

Street Address: 601 S. Figueroa Street 29th Floor

City: Los Angeles

State: CA

Country: USA

Zip: 90017

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

Please see attached Exhibit "A"

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Please see attached Exhibit "A"

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Preferred Bank

Internal Address: Attn: Note Department

Street Address: 601 S. Figueroa Street, 29th Floor

City: Los Angeles

State: CA

Zip: 90017

Phone Number: 213-691-6826

Docket Number: \_\_\_\_\_

Email Address: notes@preferredbank.com

6. Total number of applications and registrations involved:

[Empty box]

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,840.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: [Signature]

Signature

Date

Carolyn Hollis, VP

Name of Person Signing

10-12-16

Documents to be recorded (including cover sheet) should be faxed to 1-800-785-1400, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1480

TRADEMARK  
REEL: 005921 FRAME: 0505

RECORDED: 10/14/2016