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Expires 06/30/99
OMB 0651-0027



04-20-2000

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #26

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

05-16-2000



**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

101359911

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

05/15/2000 JBNBAZZ 00000137 1554489

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
200.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20311

TRADEMARK
REEL: 002073 FRAME: 0166

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="SEE ATTACHED"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

TONYA CHAPPLE

Name of Person Signing



Signature

4-12-00

Date Signed

EXHIBIT A

✓ **THINNER**

5/22/95

REG.# 1,482,173
REG. DATE 3/29/88
FIRST USE: 10-1-86 IN COMMERCE 12-3-86
SERIAL # 638,577
FILED: 1-7-87
20 YEAR RENEWAL DUE MARCH 29, 2008

✓ **SHOCKWRITER**

REG.# 1,766,610
REG. DATE: 4/20/93
FIRST USE IN COMMERCE 11/23/92
SERIAL # 74-194,767
FILED: 8/12/91
8 & 15 YEAR AFFIDAVIT DUE APRIL 20, 1999
10 YEAR RENEWAL DUE APRIL 20, 2003

✓ **SHOCKWARE**

REG# 1,815,348
REG. DATE: 1/4/94
FIRST USE IN COMMERCE: 7/1/93
SERIAL #74-194,765
FILED: 8/12/91
8 & 15 YEAR AFFIDAVIT DUE JANUARY 4, 2000
10 YEAR RENEWAL DUE JANUARY 4, 2004

"Brass Linguini"

U.S. Registration No. 2,105,338
Registered October 14, 1997

"Shock Switch"

U.S. Registration No. 1,939,604
Registered December 5, 1995

"Shockwriter"

U. S. Registration No. 1,766,610
Registered April 20, 1993

EXHIBIT A

ACCUTIRE

REG.# 1,554,489

REG. DATE: 9/5/89

FIRST USE IN COMMERCE: 1/1/88

SERIAL# 755,235

FILED: 9/30/88

20 YEAR RENEWAL DUE SEPTEMBER 5, 2009

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ACCUTAPE

REG.# 1,555,566

REG. DATE: 9/12/89

FIRST USE IN COMMERCE: 1/1/88

SERIAL # 755,234

FILED: 9/30/88

20 YEAR RENEWAL DUE SEPTEMBER 12, 2009

SENSOR DISC

REG# 1,996,282

REG. DATE 8/20/96

SERIAL # 74/644,770

FILED 3/10/95

PY IN FILE).

EXHIBIT A

✓ **THINNER**

5/22/95

REG.# 1,482,173

REG. DATE 3/29/88

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**AMENDED AND RESTATED ASSIGNMENT OF SECURITY INTEREST IN BORROWER'S
TRADEMARK COLLATERAL**

AMENDED AND RESTATED ASSIGNMENT OF SECURITY INTEREST IN BORROWER'S TRADEMARK COLLATERAL dated as of February 15, 2000 made by and between MEASUREMENT SPECIALITIES, INC., a New Jersey Corporation with its office at 80 Little Falls Road, Fairfield, New Jersey 07004 ("Borrower"), and PNC BANK, NATIONAL ASSOCIATION, a national banking association having an office at One Garret Mountain Plaza, West Paterson, New Jersey 07424, as Agent (in such capacity, together with any successor agent, the "Agent") for the benefit of the Lenders (as defined below).

WITNESSETH:

WHEREAS, Borrower, has acquired, adopted or used, and is using or intends to use, as applicable, the trademarks and/or trade names listed in Exhibit A attached hereto and made a part hereof (the "Trademarks"), which, as indicated in Exhibit A, are registered (or with respect to which an application for registration has been filed and is pending) in the United States Patent and Trademark Office,

WHEREAS, PNC Bank, National Association and Borrower have previously entered into a commercial lending relationship in accordance with the terms and conditions of a Revolving Credit, Term Loan and Security Agreement dated as of August 1, 1998, as amended, supplemented or otherwise modified from time to time (the "Original Credit Agreement")

WHEREAS, Borrower, Agent and lenders from time to time party thereto (the "Lenders") have entered into an Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as the same may be amended, restated or otherwise modified from time to time, together with the Original Credit Agreement, the "Credit Agreement"), pursuant to which the parties thereto have agreed to make amendments upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Credit Agreement, Borrower is granting to Agent a security interest in, among other things, all of Borrower's right, title and interest in, to and under, (i) all trademarks, trade names (including, without limitation the Trademarks), corporate names, service marks, logos and other source or business identifiers, and all applications in connection therewith, the goodwill of the business to which each such trademark and trade name relates, all franchises and licenses with respect to each such trademark and trade name in which Borrower has an interest, and all rights and remedies that Borrower might exercise with respect to any of the foregoing (including, without limitation, the right to sue for past, present or future infringements) (collectively, the "Trademark Collateral"), and (ii) all other intangible personal property similar to any of the foregoing, in each case whether presently existing or hereafter arising or acquired; and

WHEREAS, it is a condition precedent to Agent's obligations under the Credit Agreement that Borrower execute and deliver this Assignment of Security Interest in Borrower's Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby pledges, transfers and assigns to Agent, and hereby grants to Agent a security interest in all of Borrower's right, title and interest in, to and under the Trademark Collateral and the good will of the business in which the marks therein are used,

STATE OF NEW JERSEY)

ss.:

COUNTY OF ESSEX)

On the 15th day of February, 2000 before me personally came Joseph R. Mallon, Jr., to me known who, being by me duly sworn, did depose and say that he is the Chief Executive Officer of MEASUREMENT SPECIALTIES, INC., the corporation described in and which executed the foregoing instrument; that he, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of said corporation.

Cheryl J. Hochstuhl

Notary Public

My commission expires on

CHERYL J. HOCHSTUHL
Notary Public, State of New Jersey
No. 85307
Qualified in Morris County
My Commission Expires July 12, 2002

MEASUREMENT SPECIALTIES, INC.

TRADEMARKS