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To the Honorable Commissioner of Patents and Trademarks. Please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

The Whitaker Corporation

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: **August 13, 1998**

2. Name and address of receiving party(ies):

Name: **Measurement Specialties, Inc.**

Internal Address: **80 Little Falls Road**

Street Address: **same as above**

City: **Fairfield** State: **NJ** ZIP: **07004**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **New Jersey**
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,105,338
1,939,604
1,766,610

Additional numbers Yes No

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

Name: **Arthur L. Plevy, Esq.**

Internal Address: **Buchanan Ingersoll PC**

650 College Road East

Street Address: **same as above**

City: **Princeton** State: **NJ** ZIP: **08540**

6. Total number of applications and registrations involved:.....

3

7. Total fee (37 CFR 3.41):.....\$ **\$90.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1057

DO NOT USE THIS SPACE

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02 FC:482 50.00 OP

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.

Edward J. Howard

Name of Person Signing

Signature

July 28, 2000

Date

Total number of pages including cover sheet, attachments, and

6

TRADEMARK

ASSIGNMENT

WHEREAS, The Whitaker Corporation, a Delaware Corporation ("Whitaker"), AMP Incorporated, a Pennsylvania corporation, and Measurement Specialties, Inc., a New Jersey Corporation ("MSI") are simultaneously entering into the Asset Purchase Agreement for the sale of certain assets of the AMP Sensors Division ("Transaction");

WHEREAS, Whitaker is the owner of the entire right, title and interest in and to the United States and foreign patents and patent applications listed on "Schedule C" attached hereto and made a part hereof in the section thereof entitled "Patents/Patent Applications" (the "Patents"); and

WHEREAS, Whitaker is the owner of the entire right, title and interest in and to certain United States registered trademarks and certain common law trademarks listed on Schedule C attached hereto and made a part hereof in the section thereof entitled "Trademarks", together with the goodwill of the business associated therewith (the "Trademarks"); and

WHEREAS, Whitaker is the owner of the entire right, title and interest in and to certain other intangible property listed on Schedule C attached hereto and made a part hereof in the section thereof entitled "Know-How" (the "Intangible Property"); and

WHEREAS, MSI is acquiring the entire right, title and interest in and to the Patents, Trademarks and Intangible Property; and

WHEREAS, it is desired that the assignment of the Patents and Trademarks be made a matter of record in the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Whitaker has sold,

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assigned and transferred, and by these presents does hereby sell, assign and transfer unto MSI, and its successors and assigns, the entire right, title and interest in and to the Patents (including the inventions disclosed therein, and any division, continuation, reissue, reexamination or extension thereof, together with all rights of action and recovery for past infringement thereof); the Trademarks (including the goodwill of the business associated therewith, together with all rights of action and recovery for past infringement of the Trademarks); and the Intangible Property; which are owned by Whitaker, the same to be held and enjoyed by MSI, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Whitaker had this assignment not been made.

FURTHER, Whitaker hereby covenants, agrees and undertakes to execute, whenever requested by MSI, all applications, assignments, lawful oaths, and any other papers which MSI may deem reasonably necessary or desirable for securing to MSI or for maintaining for MSI all the Patents, Trademarks and Intangible Property hereby assigned, all without further compensation to Whitaker.

SEVERABILITY. In the event that any provision of this Agreement shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, Whitaker has caused this instrument of assignment to be executed by its duly authorized officer this _____ day of _____, 1998.

J.C. THE WHITAKER CORPORATION

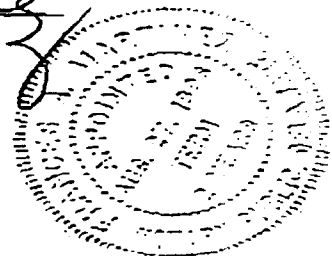
BY: *Jack C. Goldstein*
Title: *Vice President*

State of *Delaware*)
County of *New Castle*) ss.

On this *13* day of *August*, 19*98* before me, a notary public, personally appeared *Jack C. Goldstein*, to me known and known to me to be the person who signed the foregoing instrument as *Vice President* (title) of THE WHITAKER CORPORATION, a Delaware Corporation. I further certify that said individual is duly authorized to sign the foregoing instrument in the name of said corporation.

FRANCES A. MARTINEZ
Notary Public State of Delaware
New Castle County
My Commission Expires Aug. 27, 1998

Frances A. Martinez
Notary Public



SCHEDULE C - PROPRIETARY ASSETS

The Schedule C identifies proprietary assets which are transferred in the Asset Purchase Agreement assigned to Measurement Specialties, Inc. as attached hereto consisting of nine (9) pages, none of which other than the page listing Trademarks is relevant to the recordation of the trademarks.

TRADEMARKS

"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

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