

06-05-2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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

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

1. Name of conveying party(ies):

Measurement Specialties, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State -New Jersey
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 08/07/02

2. Name and address of receiving party(ies)

Name: First Union National Bank, as agent

Internal

Address: _____

Street Address: 190 River Road

City: Summit State: NJ Zip: 07901

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State New Jersey
☒ Other National Bank

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)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s) 76/271847, 76/277096

B. Trademark Registration No.(s) 2,473,340,

2,510,163, 2,558,507, 2,517, 438,

2,547,311

Additional number(s) attached ☐ Yes ☒ No

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

Name: John F. Letchford, Esq.

Internal Address: Klehr, Harrison, Harvey,

Branzburg & Ellers LLP

Street Address: 260 South Broad Street

City: Philadelphia State: PA Zip: 19102

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

John F. Letchford

Name of Person Signing

Signature

Date

7

Total number of pages including cover sheet, attachments, and document:

06/04/2002 LMUELLER 00000204 76271847

01 FC:481
02 FC:48240.00 OP
150.00 OP

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
REEL: 2518 FRAME: 0351

**ASSIGNMENT OF SECURITY INTEREST
IN BORROWER'S TRADEMARK COLLATERAL**

ASSIGNMENT OF SECURITY INTEREST IN BORROWER'S TRADEMARK COLLATERAL ("Assignment Agreement") dated as of August 7, 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 FIRST UNION NATIONAL BANK, a national banking association having an office at 190 River Road, Summit, New Jersey 07901, 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, Borrower, Agent and lenders from time to time party thereto (the "Lenders") have entered into a 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, the "Credit Agreement"), pursuant to which the Lenders thereto have agreed to extend to the Borrower a \$25,000,000 term loan and \$15,000,000 revolving credit/letter of credit facility upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Credit Agreement, Borrower is has granted to Agent for the ratable benefit of the Lenders 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 (other than intent to use applications), 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 Lender's obligations under the Credit Agreement that Borrower execute and deliver this Assignment Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby pledges, transfers and assigns to Agent for the ratable benefit of the Lenders, and hereby grants to Agent for the ratable benefit of the Lenders 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, whether presently existing or hereafter arising or acquired; provided, however, that until the occurrence of an Event of Default (as defined in the Credit Agreement), Borrower may continue to use the Trademarks in its business for its own benefit and its own account as if it had not made this Assignment Agreement.

This Assignment Agreement is executed in connection with the security interest granted to Agent for the ratable benefit of the Lenders pursuant to the Credit Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of Agent with respect to the assignment and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

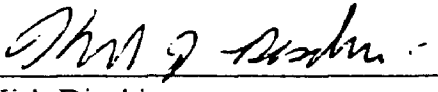
Borrower hereby agrees that, until full and final and indefeasible payment and performance of the Obligations (as defined in the Credit Agreement), if Borrower shall obtain any rights in any new trademarks, such new trademarks shall constitute Trademark Collateral and Collateral (as defined in the Credit Agreement), the provisions hereof and of the Credit Agreement shall automatically apply thereto and Borrower shall give Agent prompt written notice thereof. Borrower hereby authorizes Agent to modify this Assignment Agreement by amending Exhibit A attached hereto to include any future trademarks and trademark applications (other than intent to use applications) covered hereby. Borrower agrees to execute any and all further documentation as Agent may request to confirm the inclusion of such new trademarks hereunder.

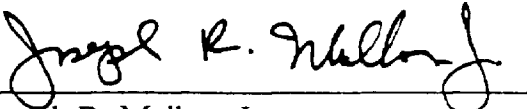
This Assignment Agreement shall be interpreted and the rights and obligations of the parties hereto determined in accordance with applicable federal law and the internal laws of the State of New Jersey.

IN WITNESS WHEREOF, Borrower has executed this Assignment Agreement as of the day and year first above written.

ATTEST:

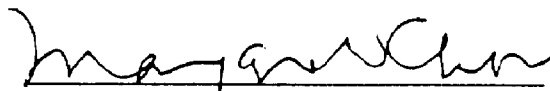
MEASUREMENT SPECIALTIES, INC.

By: 
Kirk Dischino
Assistant Secretary

By: 
Joseph R. Mallon, Jr.
Chief Executive Officer

STATE OF NEW JERSEY)
 : ss.:
COUNTY OF MORRIS)

On the 4th day of August, 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.



Notary Public

My commission expires on

MARGARET W. CHOW
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 1, 200

EXHIBIT A**MEASUREMENT SPECIALTIES, INC.
TRADEMARKS*****Existing Trademark Registrations and Applications*****1. TRADEMARK APPLICATIONS**

MARK	APPLICATION NO.	COUNTRY	DATE
DURALITH	76/271847	USA	Filed 06/18/2001
DURALITH	76/277096	USA	Filed 06/28/2001

2. TRADEMARK REGISTRATIONS

MARK	REGISTRATION NO.	COUNTRY	DATE
THINNER (word mark)	2,473,340	USA	Registered 07/31/2001
SHOCKWRITER	2,510,163	USA	Registered 11/20/2001
SHOCKWRITER 3000	2,558,507	USA	Registered 04/09/2002
ACCUSWITCH	2,517,438	USA	Registered 12/11/2001
ANGLESTAR	2,547,311	USA	Registered 03/12/2002