

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

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

## RECORDATION 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)/Execution Date(s):

Measurement Specialties, Inc.

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

Citizenship (see guidelines)

Execution Date(s) January 30, 2004

Additional names of conveying parties attached? ☐ Yes ☒ No

### 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Purchase & Sale of Assets

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

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Conair Corporation

Internal

Address:

Street Address: One Cummings Point Road

City: Stamford

State: CT

Country: U.S.A. Zip: 06902

- ☐ Association Citizenship  
☐ General Partnership Citizenship  
☐ Limited Partnership Citizenship  
☒ Corporation Citizenship Delaware  
☐ 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)

78/236,147

B. Trademark Registration No.(s) 1,996,282

Additional sheet(s) attached? ☒ Yes ☐ No

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

N/A

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

Name: Vindra Richter

Internal Address: Conair Corporation

Street Address: One Cummings Point Road

City: Stamford

State: CT Zip: 06902

Phone Number: (203) 351-9164

Fax Number: (203) 975-4658

Email Address: vindra\_richter@conair.com

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

7

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☐ Enclosed

### 8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 501239

Authorized User Name Vindra Richter

### 9. Signature:

Vindra Richter

Signature

Vindra Richter

September 1, 2004

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 308-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

700111687

TRADEMARK  
REEL: 002932 FRAME: 0645

CH \$190.00 601239 78236147

**TRADEMARK REGISTRATION NOS. -** continued from Cover Sheet

1.	1,482,173
2.	2,473,340
3.	2,484,799
4.	2,730,020
5.	2,737,974

## TRADEMARK ASSIGNMENT

WHEREAS, in furtherance of the Agreement of Purchase and Sale of Assets dated January 30, 2004 (the "Asset Purchase Agreement") by and between Conair Corporation, a Delaware corporation ("Assignee"), and Measurement Specialties, Inc., a New Jersey corporation ("Assignor"), the Assignor desires to sell, assign, transfer and convey all of its interest in the trademarks, service marks and trade names listed on Schedule A hereto, and all common law trademarks used exclusively in connection with the Products (as defined in that certain Agreement of Purchase and Sale of Assets dated January 30, 2004 between Assignee and Assignor) (collectively the "Marks") to the Assignee;

WHEREAS, the Assignee is desirous of acquiring the Assignor's right, title and interest in and to the Marks and the registrations therefor, in the United States and countries foreign thereto, together with all of the goodwill of the business associated with the use of and symbolized by the Marks;

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto the Assignee, its successors and assigns, the Assignor's right, title and interest to the Marks, and the registrations and applications therefor, and all renewals thereof, in the United States and any and all countries foreign thereto, together with all of the goodwill of the business associated with the use of and symbolized by the Marks along with all claims and demands against any third party, either at law or in equity, by reason of past, present, and future infringement, misappropriation and/or other damage or injury of or to the rights assigned under this Trademark Assignment, with the right to sue for and collect damages for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives, as fully and entirely as if the same would have been held and enjoyed by Assignor if this transfer to Assignee had not been made.

The Assignor and the Assignee agree that, other than as expressly warranted in Section 5.7 of or otherwise provided in the Asset Purchase Agreement, and subject to the provisions of said agreement, the Assignor makes no warranties, either express, implied or otherwise, of any kind whatsoever, with respect to the Marks, or any of them.

For the above consideration, Assignor agrees that upon request of the Assignee, its successors or assigns, it shall execute and deliver any papers which may be necessary or desirable fully to secure to the Assignee, its successors and assigns, the Marks and any rights therein, in the United States and in any country foreign thereto.

*[signatures following on next page]*

NWK3: 798052.03

**TRADEMARK**  
**REEL: 002932 FRAME: 0647**

IN WITNESS WHEREOF, Assignor and Assignee, by their duly authorized officers, do hereby execute this Trademark Assignment as of the 30th day of January, 2004.

MEASUREMENT SPECIALTIES, INC.

CONAIR CORPORATION

By: *Mark Cappella*

By: \_\_\_\_\_

Name: *MARK CAPPELLA*

Name: \_\_\_\_\_

Title: *Vice President & General Mgr*

Title: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor and Assignee, by their duly authorized officers, do hereby execute this Trademark Assignment as of the 30th day of January, 2004.

MEASUREMENT SPECIALTIES, INC.

CONAIR CORPORATION

By: \_\_\_\_\_

By: Richard A. Margulies

Name: \_\_\_\_\_

Name: Richard A. Margulies

Title: \_\_\_\_\_

Title: V.P. & Gen. Counsel

**SCHEDULE A****CHART I: U.S. REGISTERED MARKS**

<b><u>MARK</u></b>	<b><u>MSI DIVISION</u></b>	<b><u>REG. NO.</u></b>	<b><u>DATE REG.</u></b>	<b><u>CL.</u></b>	<b><u>GOODS OR SERVICES</u></b>
SENSOR DISC	Consumer	1,996,282	8/20/1996	9	Weighing assembly, namely, a piezoresistive transducer module sold as an integral component of an electronic scale
THINNER (digital design)	Consumer	1,482,173	3/29/1988	9	Electronic scale
THINNER (word mark)	Consumer	2,473,340	7/31/2001	9	Scales
THINNER (fat to slim design)	Consumer	2,484,799	9/4/2001	9	Scales
CLEAR VIEW	Consumer	2,730,020	6/24/2003	9	Scales
MIRAGE	Consumer	2,737,974	7/15/2003	9	Scales

**CHART II: U.S. MARKS FILED AND PENDING**

<b><u>MARK</u></b>	<b><u>SERIAL NO.</u></b>	<b><u>DATE FILED</u></b>	<b><u>CLASS</u></b>	<b><u>DESCRIPTION OF GOODS OR SERVICES</u></b>	
BODYFIT	78/236147	4/10/2003	9	Scales, namely scales for personal use in measuring body weight or analyzing body fat and weight	17

NWK3: 798052.03