01-24-2005

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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

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation
Internal Address:
Street Address: 401 Merritt Seven, 2nd Floor
City: Norwalk State: CT Zip: 06856

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☑ Corporation-State Delaware
☐ Other

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

3. Nature of conveyance:

☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other

Execution Date: IP Security Agr. dated 12/17/04

1-24-05

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

A. Trademark Application No.(s) SEE ATTACHED

B. Trademark Registration No.(s) SEE ATTACHED

Additional number(s) attached ☑ Yes ☐ No

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

Name: John Gilson, Attorney
Internal Address: Paul, Hastings, Janofsky & Walker LLP
Street Address: 1055 Washington Boulevard
City: Stamford State: CT Zip: 06901

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 3.41)..... $ 490.00

☑ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

John Gilson — Name of Person Signing
Signature
January 20, 2005 — Date

Total number of pages including cover sheet, attachments, and document: 21

01/24/2005 DBYRNE 00000103 1858415
01 FC:8521 40.00 OP
02 FC:8522 450.00 OP

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

Additional Conveying Party	State
2. Entran Devices, Inc.	Corporation – New York

Continuation of Items 4A and 4B of Trademark Recordation Cover Sheet

Measurement Specialties, Inc. has an interest in, or title to, the following Trademarks (excluding intent-to-use applications):

Trademark	Status	Application Number	Registration Number	Application Date	Date Registered
ACCUSTAR	RENEWED	74376788	1858415	April 8, 1993	October 18, 1994
ACCUTAPE	REGISTERED	73755234	1555566	September 30, 1988	September 12, 1989
ACCUSWITCH	REGISTERED	76268850	2517438	June 11, 2001	December 11, 2001
ACCUTIRE	REGISTERED	73755235	1554489	September 30, 1988	September 5, 1989
ANGLESTAR	REGISTERED	76277097	2547311	June 28, 2001	March 12, 2002
DURALITH	REGISTERED	76277096	2609496	June 28, 2001	August 20, 2002
GENESIS	REGISTERED	75576706	2325762	October 22, 1998	March 7, 2000
PARK-ZONE	REGISTERED	75248086	2270998	February 26, 1997	August 17, 1999
RSYN	REGISTERED	73692792	1494954	October 30, 1987	July 5, 1988
SCHAEVITZ	RENEWED	72163878	0791361	March 4, 1963	June 22, 1965
SHOCKWRITER	REGISTERED	76205586	2510163	February 6, 2001	November 20, 2001
SHOCKWRITER 3000	REGISTERED	76208816	2558507	February 12, 2001	April 9, 2002
ADVANTMED.COM and Design	REGISTERED	76057384	2648006	May 26, 2000	November 12, 2002
WAVESMART	PENDING	78020445		August 9, 2000	

Entran Devices, Inc. has an interest in, or title to, the following Trademarks:

Trademark	Status	Application Number	Registration Number	Application Date	Date Registered
EP	Registered	73482461	1328244	May 29, 1984	April 2, 1985
EG	Registered	73482224	1326768	May 25, 1984	March 26, 1985
EL	Registered	73482211	1326767	May 25, 1984	March 26, 1985
Design	Registered	73067258	1067594	October 29, 1975	June 14, 1977
ENTRAN	Registered	73067257	1079256	October 29, 1975	December 13, 1977

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time, this "Intellectual Property Security Agreement"), dated as of December 17, 2004, is made by EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO AND EACH ADDITIONAL PARTY WHICH BECOMES A GRANTOR HERETO PURSUANT TO SECTION 8 HEREOF (collectively, "Grantors" and each, a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent ("Agent") for itself and the lenders from time to time party to the Credit Agreement described below ("Lenders").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among MEASUREMENT SPECIALTIES, INC., a New Jersey corporation ("Borrower"), the other Credit Parties signatory thereto, General Electric Capital Corporation, for itself, as a Lender, and as Agent for Lenders, Wachovia Bank, National Association, as Syndication Agent and as Lender, JPMorgan Chase Bank, N.A., as Documentation Agent and as Lender, and the other Lenders signatory thereto from time to time (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans and to incur Letter of Credit Obligations on behalf of the Borrower; and

WHEREAS, Grantors directly or indirectly benefit from the credit facilities made available to Borrower under the Credit Agreement and in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, Grantors desire to grant a continuing Lien on the Intellectual Property Collateral to Agent, for the benefit of Agent and Lenders, to secure all of the Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. (a) To secure the prompt and complete payment, performance and observance of all the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for itself and the benefit of the Lenders, a continuing first priority security interest in and Lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of such Grantor and whether owned or consigned by or to, or licensed from or to, such Grantor (collectively, the "Intellectual Property Collateral"):

(i) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(ii) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(iii) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(iv) all reissues, continuations or extensions of the foregoing;

(v) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (A) infringement or dilution of any Patent or Patent licensed under any Patent License, (B) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (C) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (D) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (E) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (F) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce Agent and Lenders as aforesaid, each Grantor hereby grants to Agent, for itself and the benefit of Lenders, a right of setoff, against the property of such Grantor held by Agent or any Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Agent or any Lender, for any purpose, including safekeeping, collection or pledge, for the account of such Grantor, or as to which such Grantor may have any right or power.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor, jointly and severally, represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, perfected security interests in favor of Agent in all of Grantors' Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action

necessary or otherwise requested by Agent to protect and perfect Agent's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement. In addition to any representations and warranties contained herein, each Grantor hereby acknowledges and affirms the representations and warranties made to Agent with respect to the Intellectual Property Collateral made in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COVENANTS. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. In addition to the covenants contained herein, each Grantor hereby acknowledges and affirms the covenants of Grantor with respect to the Intellectual Property Collateral in the Security Agreement, the terms and provisions of which are incorporated herein as if fully set forth herein.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor or Credit Party for liquidation or reorganization, should any Grantor or Credit Party become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's or Credit Party's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address set forth in Annex I to the Credit Agreement (or such other address as may be substituted

by notice given in the manner required by Section 11.10 of the Credit Agreement), and given in the manner required by Section 11.10 of the Credit Agreement.

8. ADDITIONAL GRANTORS. The initial Grantors hereunder are the Credit Parties as are signatories hereto on the date hereof. From time to time subsequent to the date hereof, additional Credit Parties may become parties hereto, as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Intellectual Property Security Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Agent not to cause any Credit Party or any other Person to become an Additional Grantor hereunder. This Intellectual Property Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

10. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Intellectual Property Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Intellectual Property Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Intellectual Property Security Agreement.

11. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Intellectual Property Security Agreement with its counsel.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MEASUREMENT SPECIALTIES, INC.

By: _____

Name: John P. Hopkins

Title: Chief Financial officer

IC SENSORS, INC.

By: _____

Name: John P. Hopkins

Title: Secretary

ELEKON INDUSTRIES USA, INC.

By: _____

Name: John P. Hopkins

Title: Secretary

ENTRAN DEVICES, INC.

By: _____

Name: John P. Hopkins

Title: Secretary

ENTRAN DEVICES LLC
By: Measurement Specialties, Inc.
As sole Member and sole Manager

By: _____

Name: John P. Hopkins

Title: Chief Financial officer of Measurement Specialties, Inc.

STM/285676

MEASUREMENT SPECIALTIES FOREIGN HOLDINGS CORPORATION

By: _____

Name: John Hopkins

Title: Secretary

Acknowledged and Agreed

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Name:
Its: Duly Authorized Signatory

STM/285676

MEASUREMENT SPECIALTIES FOREIGN HOLDINGS CORPORATION

By: _____

Name: _____

Title: _____

Acknowledged and Agreed

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____

Name: A. Pier Meager

Its: Duly Authorized Signatory

STM/285676

ACKNOWLEDGMENT OF GRANTORS

STATE OF New Jersey)
) ss.
COUNTY OF Essex)

On this 17 day of December, 2004 before me personally appeared John L. Hopkins, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of each of [Grantors], who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Thomas C. Ubry
~~Notary Public~~ Thomas C. Ubry
Attorney-at-law of the State of New Jersey

{seal}

STM/285676

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Measurement Specialties, Inc. has an interest in, or title to, the following Patents:

DOCKET NO.	CTRY	STATUS	TITLE	APPLN. NO.	APPLN. DATE	PATENT/ REG. NO.
MSI-131	US	Granted	PROTECTIVE HOUSING FOR ULTRASONIC TRANSDUCER APPARATUS	10/349,483	1/22/2003	6,800,987
MSI-28-DIV	US	Granted	A METHOD OF FORMING A RESONANCE TRANSDUCER	09/922111	7/23/1999	6772490
	US	Granted	SIDE EMITTING SURFACE MOUNTED LIGHT EMITTING DIODE	612163	7/8/2000	6,677,707
MSI-129	US	Granted	DUAL DISPLAY WEIGHT MEASURING APPARATUS	10/086303	2/28/2002	6689964
MSI-186	US	Granted	WEIGHING SCALE WITH LEVEL COMPENSATING FOOT ASSEMBLY	10/213289	8/6/2002	6639158
MSI-19	US	Granted	SILICON STRAIN GAGE HAVING A THIN LAYER OF HIGHLY CONDUCTIVE SILICON	09/359012	7/22/1999	6635910
MSI-90	US	Granted	STRAIN GAUGE BASED SENSOR WITH IMPROVED LINEARITY	09/633177	8/4/2000	6568276
	US	Granted	ISOLATION TECHNIQUE FOR PRESSURE SENSING STRUCTURE	489560	1/19/2000	6,550,337
MSI-130	US	Granted	CABLE SENSOR	09/991190	11/15/2001	6534999
	US	Granted	PIEZOELECTRIC SENSOR	645007	8/23/2000	6526834
MSI-84 DIV	US	Granted	PIEZOELECTRIC TRANSDUCER HAVING PROTUBERANCES FOR TRANSMITTING ACOUSTIC ENERGY AND METHOD OF MAKING THE SAME	09/954811	3/28/2000	6504289
MSI-124	US	Granted	COMBINED TRANSMITTER AND RECEIVER FOR A VEHICLE PARKING INDICATOR SYSTEM	29/132079	11/1/2000	D463749
MSI-176	US	Granted	TIRE PRESSURE GAUGE (MS 4600)	29/149213	10/9/2001	D462627
MSI-13	US	Granted	LOAD CELL WITH BOSSED SENSOR PLATE FOR AN ELECTRICAL WEIGHING SCALE	09/146890	9/3/1998	6417466
MSI-175	US	Granted	TIRE PRESSURE GAUGE (MS 4430)	29/149346	10/9/2001	D459668
MSI-174	US	Granted	TIRE PRESSURE GAUGE (MS-4010)	29/149364	10/9/2001	D459257
MSI-110	US	Granted	MULTIPLE PIEZOELECTRIC TRANSDUCER ARRAY	09/567385	5/9/2000	6411015
MSI-107	US	Granted	CYLINDRICAL TRANSDUCER APPARATUS	09/566612	5/9/2000	6411014
MSI-83	US	Granted	ELECTRONIC SCALE HAVING ANALOG DISPLAY	09/360331	7/23/1999	6410863
ICS-5	US	Granted	METHODS FOR WAFER TO WAFER BONDING USING MICROSTRUCTURES	09/324342	6/2/1999	6406636
MSI-82	US	Inactive	OMNI-DIRECTIONAL ULTRASONIC TRANSDUCER APPARATUS AND STAKING METHOD	09/281247	3/30/1999	6400065

MSI-125	US	Granted	STREAMLINED PRESSURE GAUGE	29/132078	11/1/2000	D455666
MSI-126	US	Granted	VEHICLE PARKING INDICATOR SENSOR	29/132061	11/1/2000	D454807
	US	Granted	STRAIN SENSING STRUCTURE WITH IMPROVED RELIABILITY	438879	11/12/1999	6341528
	US	Granted	BATHROOM SCALE	29/135,537	1/12/2001	D451835
MSI-84	US	Granted	PIEZOELECTRIC TRANSDUCER HAVING PROTUBERANCES FOR TRANSMITTING ACOUSTIC ENERGY AND METHOD OF MAKING THE SAME	09/537199	3/28/2000	6321428
MSI-15 CPA	US	Granted	INTERCHANGEABLE VESSEL HAVING A LEVEL SENSOR THEREWITH	08/704030	8/26/1996	6323584
	US	Granted	INTERCHANGEABLE VESSEL HAVING A LEVEL SENSOR THEREWITH	704030	8/26/1996	6323584
MSI-140	US	Granted	BATHROOM SCALE	29/135569	1/12/2001	D450259
MSI-139	US	Granted	BATHROOM SCALE	29/135539	1/12/2001	D450258
MSI-117	US	Granted	TIRE PRESSURE GAUGE	29/131534	10/24/2000	D450257
MSI-141	US	Granted	BATHROOM SCALE	29/135567	1/12/2001	D450004
MSI-138	US	Granted	BATHROOM SCALE	29/135538	1/12/2001	D450003
MSI-137	US	Granted	BATHROOM SCALE	29/135540	1/12/2001	D449552
MSI-28	US	Granted	ULTRASONIC TRANSDUCER HAVING IMPEDANCE MATCHING LAYER	09/360305	7/23/1999	6307302
MSI-127	US	Granted	VEHICLE PARKING INDICATOR SENSOR	29/132081	11/1/2000	D449010
MSI-118	US	Granted	PRESSURE GAUGE	29/132080	11/1/2000	D447970
MSI-93	US	Granted	APPARATUS AND METHOD FOR MEASURING BIOELECTRIC IMPEDANCE	09/481584	1/12/2000	6292690
MSI-119	US	Granted	COMBINED TRANSMITTER AND RECEIVER FOR A VEHICLE PARKING INDICATOR SENSOR	29/132054	11/1/2000	D447714
MSI-96	US	Granted	V-SCALE	29/116848	1/11/2000	D444724
MSI-101	US	Granted	GLASS SCALE	29/117072	1/14/2000	D444403
MSI-98	US	Granted	BODY FAT SCALE	29/116857	1/11/2000	D444402
MSI-100	US	Granted	ELECTRO-MECHANICAL SCALE	29/116851	1/11/2000	D444090
MSI-99	US	Granted	BODY FAT SCALE	29/116847	1/11/2000	D444089
MSI-97	US	Granted	HANDLE SCALE	29/116845	1/11/2000	D444088
MSI-205	US	Granted	APPARATUS FOR DETECTING PRESENCE OF PIEZOELECTRIC MATERIAL	09/011049	8/8/1996	6246224
MSI-81	US	Granted	OMNI-DIRECTIONAL ULTRASONIC TRANSDUCER APPARATUS HAVING CONTROLLED FREQUENCY RESPONSE	09/281398	3/30/1999	6239535
MSI-104	US	Granted	PRESSURE GAUGE	29/121023	3/30/2000	D441674
MSI-105	US	Granted	PRESSURE GAUGE	29/121042	3/30/2000	D440895
MSI-102	US	Granted	PRESSURE GAUGE	29/121022	3/30/2000	D440894
MSI-103	US	Granted	PRESSURE GAUGE	29/121021	3/30/2000	D440893
MSI-95	US	Granted	ELECTRONIC SCALE	29/116842	1/11/2000	D440167
MSI-120	US	Granted	METHOD AND APPARATUS FOR GUIDED PARKING OF A VEHICLE USING ULTRASONIC POSITION DETECTING	09/182478	10/30/1998	6163253
MSI-21	US	Granted	MECHANICAL GLASS I-BEAM SCALE	29/100389	2/10/1999	D425806
MSI-23	US	Granted	BATH SCALE	29/100387	2/10/1999	D419472

MSI-22	US	Granted	BATH SCALE DESIGN WITH HANDLE	29/100386	2/10/1999	D418766
	US	Granted	DIGITAL GLASS I-BEAM SCALE	29/100,390	2/10/1999	D418439
MSI-24	US	Granted	WIDE BODY SCALE	29/100388	2/10/1999	D417852
MSI-8	US	Granted	MODULAR WEIGHING SCALE	08/789281	1/28/1997	5955705
MSI-122	US	Granted	APPARATUS AND METHODS FOR PARKING A VEHICLE USING POSITION DETECTION SENSORS	08/958082	10/27/1997	5945907
MSI-5 CPA	US	Granted	LOAD CELL FOR AN ELECTRICAL WEIGHING SCALE	08/641624	5/2/1996	5929391
	US	Granted	PIEZOELECTRIC CABLE AND WIRE HARNESS USING THE SAME	08/960652	10/30/1997	5907213
	US	Granted	COMPACT TIRE PRESSURE GAUGE	29/085,428	3/28/1998	D409931
MSI-12	US	Granted	DELUXE TIRE PRESSURE GAUGE	29/085429	3/23/1998	D409509
MSI-4	US	Granted	ELECTRICAL WEIGHING SCALE	08/968918	2/8/1995	5886302
MSI-9	US	Granted	APPARATUS AND METHOD FOR AN AUTOMATIC SELF-CALIBRATING SCALE	08/757797	11/27/1996	5832417
	US	Granted	VEHICLE PARKING SENSOR AND INDICATOR	29/078,472	10/27/1997	D400115
MSI/ICS-615	US	Granted	MICROMACHINED CAPILLARY ELECTROPHORESIS DEVICE	07/671428	6/27/1996	5824204
MSI-66	US	Inactive	CAPACITIVELY COUPLED GROUND ELECTRODE FOR PIEZO-ELECTRIC FILM	08/761766	12/5/1996	5789846
MSI-7	US	Granted	FOOD SCALE	29/062492	11/15/1996	D390796
MSI-10	US	Granted	TIRE PRESSURE GAUGE	29/065069	1/21/1997	D390140
	US	Granted	LIQUID LEVEL SENSOR	08/185836	5/10/1994	5697248
	US	Granted	REFLECTIVE MODE ULTRASONIC TOUCH SENSITIVE SWITCH	08/518692	8/24/1995	5673041
MSI/ICS-614 CON	US	Granted	SIDE SURFACE MOUNTED ACCELEROMETER ASSEMBLY	08/569402	2/1/1994	5616863
	US	Granted	MULTI-LAYER POLYMER ELECTROACOUSTIC TRANSDUCER ASSEMBLY	08/193348	2/8/1994	5608692
MSI-KIH US	US	Granted	WHEEL LOAD SENSOR WITH PIEZO-ELECTRIC PICKUP AND METHOD OF MANUFACTURING SUCH A SENSOR	08/316579	9/30/1994	5571961
MSI/ICS-616	US	Granted	PULSED THERMAL FLOW SENSOR SYSTEM	08/479247	6/7/1995	5533412
	US	Granted	PROXIMITY SENSOR UTILIZING POLYMER PIEZOELECTRIC FILM	08/121392	9/14/1993	5515341
MSI/ICS-614	US	Granted	VERTICALLY MOUNTED ACCELEROMETER CHIP	08/189948	2/1/1994	5503016
MSI-303	US	Granted	INFRARED INDOOR/OUTDOOR THERMOMETER SYSTEM	08/238895	5/6/1994	5499024
	US	Granted	PROXIMITY SENSOR UTILIZING POLYMER PIEZOELECTRIC FILM WITH PROTECTIVE METAL LAYER	08/298864	8/31/1994	5495137
	US	Granted	TRAFFIC SENSOR HAVING PIEZOELECTRIC SENSORS WHICH DISTINGUISH LANES OF TRAFFIC	07/992577	12/18/1992	5486820
	US	Granted	SHORT DISTANCE ULTRASONIC DISTANCE METER	08/236907	4/29/1994	5483501

	US	Granted	ANALOG SENSING SYSTEM WITH DIGITAL TEMPERATURE AND MEASUREMENT GAIN AND OFFSET CORRECTION	08/286251	8/8/1994	5479096
MSI-213	US	Granted	MULTI-MODE ACCELEROMETER	08/159350	11/30/1993	5452612
	US	Granted	ULTRASONIC DISTANCE METER	08/193345	2/8/1994	5442592
	US	Granted	PENETRATION DETECTION SYSTEM	07/957604	10/6/1992	5424716
	US	Granted	BULK WAVE TRANSPONDER	07/845685	3/4/1992	5359250
	US	Granted	PIEZOELECTRIC ENERGY GENERATOR	08/013489	2/1/1993	5341062
MSI/ICS-608	US	Granted	MICROMACHINING PROCESS FOR MAKING PERFECT EXTERIOR CORNER IN AN ETCHABLE SUBSTRATE	08/023188	2/25/1993	5338400
MSI/ICS-609	US	Granted	GROOVE WIDTH TRIMMING	07/941997	9/8/1993	5328559
MSI/ICS-610	US	Granted	BIMETALLIC DIAPHRAGM WITH SPLIT HINGE FOR MICROACTUATOR	07/891354	5/29/1992	5271597
MSI/ICS-606	US	Granted	SELF-TESTABLE MICRO-ACCELEROMETER	07/915792	7/17/1992	5253510
MSIS-614	US	Granted	CAPACITIVE GRAVITY SENSOR AND INCLINOMETER	07/884332	5/18/1992	5237753
MSI/ICS-605	US	Granted	SEMICONDUCTOR TRANSDUCER OR ACTUATOR UTILIZING CORRUGATED SUPPORTS	07/753194	8/30/1991	5209118
MSI/ICS-611 CON	US	Granted	SINGLE DIAPHRAGM TRANSDUCER WITH MULTIPLE SENSING ELEMENTS	07/905219	6/22/1989	5184515
MSIS-622	US	Granted	TWO AXIS CAPACITIVE INCLINATION SENSOR	07/775593	5/22/1989	5180986
	US	Granted	SEMICONDUCTOR TRANSDUCER OR ACTUATOR UTILIZING CORRUGATED SUPPORTS	07/753608	8/30/1991	5,177,579
	US	Granted	ULTRASONIC CONTACT TRANSDUCER AND ARRAY	07/583132	9/17/1990	5166573
	US	Granted	SEMICONDUCTOR TRANSDUCER OR ACTUATOR UTILIZING CORRUGATED SUPPORTS	07/753607	8/30/1991	5116457
MSIS-618	US	Granted	TWO AXIS INCLINATION SENSOR	07/355014	5/22/1989	5079847
	US	Granted	SINGLE DIAPHRAGM TRANSDUCER WITH MULTIPLE SENSING ELEMENTS	07/369899	6/22/1989	5058435
	US	Granted	VARIABLE SPEED DC MOTOR CONTROLLER APPARATUS PARTICULARLY ADAPTED FOR CONTROL OF PORTABLE-POWER TOOLS	07/335,744	4/10/1989	5014793
	US	Granted	ACOUSTIC RANGING APPARATUS AND METHOD	07/207744	6/16/1988	4975889
MSIS-619	US	Granted	DIGITAL VOLTMETER	07/164399	3/4/1988	4926174
MSIS-615	US	Granted	FLUID LEVEL SENSOR	07/301964	1/9/1989	4920797
MSIS-612 CIP	US	Granted	DISPLACEMENT SENSOR HAVING DUAL TANK CIRCUITS	07/046436	2/11/1985	4851770
MSIS-610	US	Granted	DISPLACEMENT SENSOR HAVING MULTIPLEXED DUAL TANK CURCUITS	07/008639	2/11/1985	4841245
MSIS-624	US	Granted	MUSICAL KEYBOARD	06/840935	3/18/1986	4838139
	US	Granted	ELECTRONIC SCALE APPARATUS	07/180,154	4/11/1988	4832142

	US	Granted	INTEGRALLY MOLDED COMPOSITES OF SILICONE RUBBER	07/071410	7/9/1987	4818829
MSIS-626	US	Granted	FREQUENCY-TO-VOLTAGE CONVERTER	07/040878	4/21/1987	4816704
	US	Granted	LOW COST THERMOCOUPLE APPARATUS AND METHODS FOR FABRICATING THE SAME	06/901687	8/29/1986	4795498
MSIS-609	US	Granted	INDUCTANCE COIL SENSOR	06/700295	2/11/1985	4777436
	US	Granted	CONNECTORS FOR USE WITH PIEZOELECTRIC POLYMERIC FILM TRANSDUCERS	06/853584	4/18/1986	4734044
MSIS-617 CIP	US	Granted	DIGITAL-TO-ANALOG CONVERTER	06/925022	11/22/1985	4709224
MSIS-623 CIP	US	Granted	DISPLACEMENT SENSOR HAVING MULTIPLEXED DUAL TANK CIRCUITS	06/821982	2/11/1985	4663589
MSIS-613 CON	US	Granted	CAPACITIVE GRAVITY SENSOR	06/870646	1/3/1985	4644662
MSIS-620	US	Granted	DIFFERENTIAL CAPACITANCE DETECTOR	06/696626	1/31/1985	4642555
MSIS-611	US	Granted	SENSOR APPARATUS	06/757726	7/22/1985	4,637,265
	US	Granted	MEANS FOR ELECTRICALLY CONNECTING ELECTRODES ON DIFFERENT SURFACES OF PIEZOELECTRIC POLYMERIC FILMS	06/745986	6/18/1985	4633122
	US	Granted	PIEZOELECTRIC POLYMER KEYBOARD APPARATUS	06/738710	5/29/1985	4633123
MSIS-616	US	Granted	DIGITAL ELECTRONIC INCLINATION GAUGE	06/705948	2/26/1985	4,606,132
MSI-304PCT	PCT	Filed	ULTRASONIC AIR TRANSDUCER ARRAYS USING POLYMER PIEZOELECTRIC FILMS AND IMPEDANCE MATCHING STRUCTURES FOR ULTRASONIC POLYMER TRANSDUCER ARRAYS	PCT/US04/25189	8/5/2004	
MSIS-637	US	Filed	ACTUATOR EMPLOYED FOR NULL TESTING WHILE SENSOR IS UNDER PRESSURE	60/598,743	8/4/2004	
MSIS-634P	US	Filed	PIEZORESISTIVE POSITION SENSOR	60/598,646	8/4/2004	
MSIS-628	US	Filed	LOAD SENSOR PLATE	10/833539	4/28/2004	
	US	Filed	CLIP TYPE SENSOR HAVING INTEGRATED BIASING AND CUSHIONING MEANS	10/821,259	4/7/2004	
	US	Filed	DISPOSABLE/REUSABLE FLEXIBLE SENSOR	10/708,476	3/5/2004	
MSI-306	US	Filed	BATHROOM SCALE CLOCK	29/196107	12/22/2003	
MSI-302	US	Filed	WEIGHING SCALE ADAPTED FOR ALLOWING A USER TO FIND AN OPTIMAL WEIGHING POSITION ON THE SCALE	10/714443	11/14/2003	
MSI-300 PCT	PCT	Filed	RECALL MECHANISM FOR A PRESSURE GAUGE	PCT/US03/33155	10/17/2003	
MSI-300	US	Filed	RECALL MECHANISM FOR A PRESSURE GAUGE	10/688182	10/17/2003	
MSI-160 PCT	PCT	Filed	HANDHELD DEVICE HAVING ULTRASONIC TRANSDUCER FOR AXIAL TRANSMISSION OF ACOUSTIC SIGNALS	PCT/US03/22883	7/22/2003	

MSI-160	US	Filed	HANDHELD DEVICE HAVING ULTRASONIC TRANSDUCER FOR AXIAL TRANSMISSION OF ACOUSTIC SIGNALS	10/625,482	7/22/2003	
MSI-166-PCT	PCT	Published	EMBEDDED ULTRASONIC TRANSDUCER FOR PORTABLE ELECTRONIC DEVICE	PCT/US03/22396	7/18/2003	
MSI-166	US	Filed	ULTRASONIC TRANSDUCER FOR ELECTRONIC DEVICES	10/622837	7/18/2003	
MSI-168	US	Filed	SENSOR ASSEMBLY WITH LEAD ATTACHMENT	10/349482	1/22/2003	
MSIS-627	US	Filed	MODULAR NON-CONTACTING POSITION SENSOR	10/264292	10/3/2002	
MSI-179	US	Filed	CONTACT MICROPHONE USING CURVED PIEZO FILM	10/212557	8/5/2002	
	US	Filed	SYSTEM AND METHOD FOR SELF-CALIBRATING NON-INVASIVE SENSOR	10/149,779	6/12/2002	
MSI-185	US	Filed	HAND MOUNTED ULTRASONIC POSITION DETERMINING DEVICE AND SYSTEM	10/026,287	3/4/2002	
MSI-180	US	Filed	LIGHT COLLECTING AND FOCUSING DEVICE	10/026012	12/21/2001	

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Measurement Specialties, Inc. has an interest in, or title to, the following Trademarks (excluding intent-to-use applications):

Trademark	Status	Application Number	Registration Number	Application Date	Date Registered
ACCUSTAR	RENEWED	74376788	1858415	April 8, 1993	October 18, 1994
ACCUTAPE	REGISTERED	73755234	1555566	September 30, 1988	September 12, 1989
ACCUSWITCH	REGISTERED	76268850	2517438	June 11, 2001	December 11, 2001
ACCUTIRE	REGISTERED	73755235	1554489	September 30, 1988	September 5, 1989
ANGLESTAR	REGISTERED	76277097	2547311	June 28, 2001	March 12, 2002
DURALITH	REGISTERED	76277096	2609496	June 28, 2001	August 20, 2002
GENESIS	REGISTERED	75576706	2325762	October 22, 1998	March 7, 2000
PARK-ZONE	REGISTERED	75248086	2270998	February 26, 1997	August 17, 1999
RSYN	REGISTERED	73692792	1494954	October 30, 1987	July 5, 1988
SCHAEVITZ	RENEWED	72163878	0791361	March 4, 1963	June 22, 1965
SHOCKWRITER	REGISTERED	76205586	2510163	February 6, 2001	November 20, 2001
SHOCKWRITER 3000	REGISTERED	76208816	2558507	February 12, 2001	April 9, 2002
ADVANTMED.COM and Design	REGISTERED	76057384	2648006	May 26, 2000	November 12, 2002
WAVESMART	PENDING	78020445		August 9, 2000	

Entran Devices, Inc. has an interest in, or title to, the following Trademarks:

Trademark	Status	Application Number	Registration Number	Application Date	Date Registered
EP	Registered	73482461	1328244	May 29, 1984	April 2, 1985
EG	Registered	73482224	1326768	May 25, 1984	March 26, 1985
EL	Registered	73482211	1326767	May 25, 1984	March 26, 1985
Design	Registered	73067258	1067594	October 29, 1975	June 14, 1977
ENTRAN	Registered	73067257	1079256	October 29, 1975	December 13, 1977

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

None.

EXHIBIT A

COUNTERPART TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This counterpart, dated [_____] [__], 200[_], is delivered pursuant to Section 8 of that certain Intellectual Property Security Agreement dated as of December [__], 2004 (as from time to time amended, modified or supplemented, the "IP Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), between [Grantors], as Grantor and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the IP Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the IP Security Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By:_____
Name: _____
Title: _____