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06-01-2006

PARTMENT OF COMMERCE Patent and Trademark Office

Form PTO-1594 (Rev. 07/05) MB Collection 0651-0027 (exp. 6/30/2008)



RECORDA TRADE 103248007

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

5-30-06

1. Name of conveying party(ies):
Measurement Specialties, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached? No

Name: General Electric Capital Corporation, as Agent
Internal _____
Address: _____
Street Address: 401 Merritt Seven, 2nd floor
City: Norwalk
State: Connecticut
Country: United States Zip: 06856

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 4/3/06

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See Schedule A attached hereto.

B. Trademark Registration No.(s)
See Schedule A attached hereto.

Additional sheet(s) attached? Yes No

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

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

Name: Tracey D. Bennett
Internal Address: Paul, Hastings, Janofsky & Walker LLP
Street Address: 1055 Washington Blvd.
City: Stamford
State: Connecticut Zip: 06901
Phone Number: 203-961-7535
Fax Number: 203-674-7735
Email Address: traceybennett@paulhastings.com

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 365.00

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 _____
Authorized User Name _____

9. Signature: Tracey D. Bennett 5/9/06 Date

Signature Date

Tracey D. Bennett
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 28

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 003348 FRAME: 0114

Additional Conveying Parties:

1. IC Sensors, Inc.
Corporation - California
2. Elekon Industries USA, Inc.
Corporation – California
3. Entran Devices LLC
Limited Liability Company – Delaware
4. Measurement Specialties Foreign Holdings Corporation
Corporation – Delaware
5. YSIS Incorporated
Corporation – Ohio
6. Mrehtateb, LLC
Limited Liability Company - Massachusetts

**Schedule A
to Trademark Cover Sheet**

Trademark Registrations:

3021822	2929195	2995940
856406	2426287	1479463
610384	2733980	781359
856405	860049	616524
616807		

Trademark Applications:

78-783826		

**AMENDED AND RESTATED INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time, this "Intellectual Property Security Agreement"), dated as of April 3, 2006, 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 Amended and Restated 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; WACHOVIA BANK, NATIONAL ASSOCIATION, as Syndication Agent and as Lender, JPMORGAN CHASE BANK, N.A., as Documentation Agent and as Lender, Agent 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 and continue Loans and to incur Letter of Credit Obligations on behalf of the Borrower and to amend and restate the Credit Agreement, dated as of December 17, 2004 (as amended, supplemented or otherwise modified prior to the date hereof, the "Existing Credit Agreement") by and among Borrower, the other credit parties signatory thereto, Agent and the lenders signatory thereto;

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 and continue 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; and

WHEREAS, in furtherance of the foregoing, Grantors have agreed to amend and restate the Intellectual Property Security Agreement dated as of December 17, 2004 (as amended and in effect from time to time prior to the date hereof, the "Existing Intellectual Property Security Agreement"), by and among the grantors signatory thereto and Agent;

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 to amend and restate the Existing Intellectual Property Security Agreement 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.


12. **EFFECT OF AMENDMENT AND RESTATEMENT.** From and after the date hereof (the "Effective Date"): (a) the terms and conditions of the Existing Intellectual Property Security Agreement shall be amended as set forth herein and, as so amended, shall be restated in their entirety, but only with respect to the rights, duties and obligations among Grantors and the Agent continuing or accruing from and after the Effective Date; (b) this Intellectual Property Security Agreement shall not in any way release or impair the rights, duties,

obligations or Liens created pursuant to the Existing Intellectual Property Security Agreement (and such Liens shall continue without any diminution thereof and shall remain in full force and effect on and after the Effective Date) or affect the relative priorities thereof, in each case to the extent in force and effect thereunder as of the Effective Date, and all of such rights, duties, obligations and Liens are assumed, ratified and affirmed by each Grantor; (c) the execution, delivery and effectiveness of this Intellectual Property Security Agreement shall not operate as a waiver of any right, power or remedy of the Lenders or the Agent under the Existing Intellectual Property Security Agreement, nor constitute a waiver of any covenant, agreement or obligation under the Existing Intellectual Property Security Agreement, except to the extent that any such covenant, agreement or obligation is no longer set forth herein or is modified hereby; and (d) any and all references to the Existing Intellectual Property Security Agreement in any Loan Document or Lender Swap Contract shall, without further action of the parties, be deemed a reference to the Existing Intellectual Property Security Agreement, as amended and restated by this Intellectual Property Security Agreement, and as this Intellectual Property Security Agreement shall be further amended, restated, supplemented or otherwise modified from time to time.

[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 HOPKINS

Title: CFO

IC SENSORS, INC.

By: 

Name: JOHN HOPKINS

Title: SECRETARY

ELEKON INDUSTRIES USA, INC.


By: 

Name: JOHN HOPKINS

Title: SECRETARY

ENTRAN DEVICES LLC

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

By: 

Name: JOHN HOPKINS

Title: CFO

**MEASUREMENT SPECIALTIES
FOREIGN HOLDINGS
CORPORATION**

By: 

Name: JOHN HOPKINS

Title: SECRETARY

YSIS INCORPORATED

By: 

Name: JOHN HOPKINS

Title: SECRETARY

MREHTATEB, LLC

By: Measurement Specialties Foreign
Holdings Corporation
As sole Member

By: 

Name: JOHN HOPKINS

Title: SECRETARY

Acknowledged and Agreed

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: Wafa Shalabi

Name: Wafa Shalabi

Its: Duly Authorized Signatory

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

On this 30 day of March, 2006 before me personally appeared John Hopkins, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of IC Sensors, Inc., 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.

Carmen Aiello
Notary Public

{seal}

CARMEN AIELLO
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/2/2016

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

On this 30 day of March, 2006 before me personally appeared John Hopkins, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Entran Devices LLC, who being by me duly sworn did depose and say that he is an authorized officer of Measurement Specialties, Inc., the Sole Member and Sole Manager of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Sole Member and Sole Manager and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Carmen Aiello
Notary Public

{seal}

CARMEN AIELLO
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/2/2016

STATE OF New Jersey)
COUNTY OF Essex)

ss.

On this 30 day of March, 2006 before me personally appeared John Hopkins, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of YSIS Incorporated, 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.

Carmen Aiello
Notary Public

{seal}

CARMEN AIELLO
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/2/2015

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

On this 30 day of March, 2006 before me personally appeared John Hopton, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Mrchtateb, LLC, who being by me duly sworn did depose and say that he is an authorized officer of Measurement Specialties Foreign Holdings Corporation, the Sole Member of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Sole Member and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Carmen Aiello
Notary Public

{seal}

CARMEN AIELLO
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/2/2018

SCHEDULE I
to
AMENDED AND RESTATED INTELLECTUAL
PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

DOCKET NO	CTRY	STATUS	TITLE	APPLN NO	APPLN DATE	PATENT/REG. NO	ISSUE DATE
MSI-131	US	Granted	PROTECTIVE HOUSING FOR ULTRASONIC TRANSDUCER APPARATUS	10/349,483	1/22/2003	6,800,987	10/5/2004
MSI-28-DIV	US	Granted	A METHOD OF FORMING A RESONANCE TRANSDUCER	09/922111	7/23/1999	6772490	8/10/2004
	US	Granted	SIDE EMITTING SURFACE MOUNTED LIGHT EMITTING DIODE	612163	7/8/2000	6,677,707	3/5/2004
MSI-19	US	Granted	SILICON STRAIN GAGE HAVING A THIN LAYER OF HIGHLY CONDUCTIVE SILICON	09/359012	7/22/1999	6635910	10/21/2003
MSI-90	US	Granted	STRAIN GAUGE BASED SENSOR WITH IMPROVED LINEARITY	09/633177	8/4/2000	6568276	5/27/2003
	US	Granted	ISOLATION TECHNIQUE FOR PRESSURE SENSING STRUCTURE	489560	1/19/2000	6,550,337	4/22/2003
MSI-130	US	Granted	CABLE SENSOR	09/991190	11/15/2001	6534999	3/18/2003
	US	Granted	PIEZOELECTRIC SENSOR	645007	8/23/2000	6526834	3/4/2003
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	1/7/2003
MSI-13	US	Granted	LOAD CELL WITH BOSSED SENSOR PLATE FOR AN ELECTRICAL WEIGHING SCALE	09/146890	9/3/1998	6417466	7/9/2002
MSI-110	US	Granted	MULTIPLE PIEZOELECTRIC TRANSDUCER ARRAY	09/567385	5/9/2000	6411015	6/25/2002
MSI-107	US	Granted	CYLINDRICAL TRANSDUCER APPARATUS	09/566612	5/9/2000	6411014	6/25/2002
ICS-5	US	Granted	METHODS FOR WAFER TO WAFER BONDING USING MICROSTRUCTURES	09/324342	6/2/1999	6406636	6/18/2002
MSI-82	US	Inactive	OMNI-DIRECTIONAL ULTRASONIC TRANSDUCER APPARATUS AND STAKING METHOD	09/281247	3/30/1999	6400065	6/4/2002
	US	Granted	STRAIN SENSING STRUCTURE WITH IMPROVED RELIABILITY	438879	11/12/1999	6341528	1/29/2002
MSI-84	US	Granted	PIEZOELECTRIC TRANSDUCER HAVING PROTUBERANCES FOR TRANSMITTING ACOUSTIC ENERGY AND METHOD OF MAKING THE SAME	09/537199	3/28/2000	6321428	11/27/2001
	US	Granted	INTERCHANGEABLE VESSEL HAVING A LEVEL SENSOR THEREWITH	704030	8/26/1996	6323584	11/27/2001
MSI-28	US	Granted	ULTRASONIC TRANSDUCER HAVING IMPEDANCE MATCHING LAYER	09/360305	7/23/1999	6307302	10/23/2001

MSI-205	US	Granted	APPARATUS FOR DETECTING PRESENCE OF PIEZOELECTRIC MATERIAL	09/011049	8/8/1996	6246224	6/12/2001
MSI-81	US	Granted	OMNI-DIRECTIONAL ULTRASONIC TRANSDUCER APPARATUS HAVING CONTROLLED FREQUENCY RESPONSE	09/281398	3/30/1999	6239535	5/29/2001
MSI-5 CPA	US	Granted	LOAD CELL FOR AN ELECTRICAL WEIGHING SCALE	08/641624	5/2/1996	5929391	7/27/1999
	US	Granted	PIEZOELECTRIC CABLE AND WIRE HARNESS USING THE SAME	08/960652	10/30/1997	5907213	5/25/1999
MSI/ICS-615	US	Granted	MICROMACHINED CAPILLARY ELECTROPHORESIS DEVICE	07/671428	6/27/1996	5824204	10/20/1998
	US	Granted	LIQUID LEVEL SENSOR	08/185836	5/10/1994	5697248	12/16/1997
	US	Granted	REFLECTIVE MODE ULTRASONIC TOUCH SENSITIVE SWITCH	08/518692	8/24/1995	5673041	9/30/1997
MSI/ICS-614 CON	US	Granted	SIDE SURFACE MOUNTED ACCELEROMETER ASSEMBLY	08/569402	2/1/1994	5616863	4/1/1997
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	11/5/1996
MSI/ICS-616	US	Granted	PULSED THERMAL FLOW SENSOR SYSTEM	08/479247	6/7/1995	5533412	7/9/1996
	US	Granted	PROXIMITY SENSOR UTILIZING POLYMER PIEZOELECTRIC FILM	08/121392	9/14/1993	5515341	5/7/1996
MSI/ICS-614	US	Granted	VERTICALLY MOUNTED ACCELEROMETER CHIP	08/189948	2/1/1994	5503016	4/2/1996
MSI-303	US	Granted	INFRARED INDOOR/OUTDOOR THERMOMETER SYSTEM	08/238895	5/6/1994	5499024	3/12/1996
	US	Granted	PROXIMITY SENSOR UTILIZING POLYMER PIEZOELECTRIC FILM WITH PROTECTIVE METAL LAYER	08/298864	8/31/1994	5495137	2/27/1996
	US	Granted	TRAFFIC SENSOR HAVING PIEZOELECTRIC SENSORS WHICH DISTINGUISH LANES OF TRAFFIC	07/992577	12/18/1992	5486820	1/23/1996
	US	Granted	SHORT DISTANCE ULTRASONIC DISTANCE METER	08/236907	4/29/1994	5483501	1/9/1996
	US	Granted	ANALOG SENSING SYSTEM WITH DIGITAL TEMPERATURE AND MEASUREMENT GAIN AND OFFSET CORRECTION	08/286251	8/8/1994	5479096	12/26/1995
MSI-213	US	Granted	MULTI-MODE ACCELEROMETER	08/159350	11/30/1993	5452612	9/26/1995
	US	Granted	ULTRASONIC DISTANCE METER	08/193345	2/8/1994	5442592	8/15/1995
	US	Granted	PENETRATION DETECTION SYSTEM	07/957604	10/6/1992	5424716	6/13/1995
	US	Granted	BULK WAVE TRANSPONDER	07/845685	3/4/1992	5359250	10/25/1994
	US	Granted	PIEZOELECTRIC ENERGY GENERATOR	08/013489	2/1/1993	5341062	8/23/1994
MSI/ICS-608	US	Granted	MICROMACHINING PROCESS FOR MAKING PERFECT EXTERIOR CORNER IN AN ETCHABLE SUBSTRATE	08/023188	2/25/1993	5338400	8/16/1994
MSI/ICS-609	US	Granted	GROOVE WIDTH TRIMMING	07/941997	9/8/1993	5328559	7/12/1994
MSI/ICS-606	US	Granted	SELF-TESTABLE MICRO-ACCELEROMETER	07/915792	7/17/1992	5253510	10/19/1993
MSIS-614	US	Granted	CAPACITIVE GRAVITY SENSOR AND INCLINOMETER	07/884332	5/18/1992	5237753	8/24/1993

MSI/ICS-605	US	Granted	SEMICONDUCTOR TRANSDUCER OR ACTUATOR UTILIZING CORRUGATED SUPPORTS	07/753194	8/30/1991	5209118	5/11/1993
MSI/ICS-611 CON	US	Granted	SINGLE DIAPHRAGM TRANSDUCER WITH MULTIPLE SENSING ELEMENTS	07/905219	6/22/1989	5184515	2/9/1993
MSIS-622	US	Granted	TWO AXIS CAPACITIVE INCLINATION SENSOR	07/775593	5/22/1989	5180986	1/19/1993
	US	Granted	SEMICONDUCTOR TRANSDUCER OR ACTUATOR UTILIZING CORRUGATED SUPPORTS	07/753608	8/30/1991	5,177,579	1/5/1993
	US	Granted	ULTRASONIC CONTACT TRANSDUCER AND ARRAY	07/583132	9/17/1990	5166573	11/24/1992
	US	Granted	SEMICONDUCTOR TRANSDUCER OR ACTUATOR UTILIZING CORRUGATED SUPPORTS	07/753607	8/30/1991	5116457	5/26/1992
MSIS-618	US	Granted	TWO AXIS INCLINATION SENSOR	07/355014	5/22/1989	5079847	1/14/1992
	US	Granted	SINGLE DIAPHRAGM TRANSDUCER WITH MULTIPLE SENSING ELEMENTS	07/369899	6/22/1989	5058435	10/22/1991
	US	Granted	VARIABLE SPEED DC MOTOR CONTROLLER APPARATUS PARTICULARLY ADAPTED FOR CONTROL OF PORTABLE-POWER TOOLS	07/335,744	4/10/1989	5014793	5/14/1991
MSIS-619	US	Granted	DIGITAL VOLTMETER	07/164399	3/4/1988	4926174	5/15/1990
MSIS-615	US	Granted	FLUID LEVEL SENSOR	07/301964	1/9/1989	4920797	5/1/1990
MSIS-612 CIP	US	Granted	DISPLACEMENT SENSOR HAVING DUAL TANK CIRCUITS	07/046436	2/11/1985	4851770	7/25/1989
MSIS-610	US	Granted	DISPLACEMENT SENSOR HAVING MULTIPLEXED DUAL TANK CURCUITS	07/008639	2/11/1985	4841245	6/20/1989
MSIS-624	US	Granted	MUSICAL KEYBOARD	06/840935	3/18/1986	4838139	6/13/1989
	US	Granted	INTEGRALLY MOLDED COMPOSITES OF SILICONE RUBBER	07/071410	7/9/1987	4818829	4/4/1989
MSIS-626	US	Granted	FREQUENCY-TO-VOLTAGE CONVERTER	07/040878	4/21/1987	4816704	3/28/1989
	US	Granted	LOW COST THERMOCOUPLE APPARATUS AND METHODS FOR FABRICATING THE SAME	06/901687	8/29/1986	4795498	1/3/1989
MSIS-609	US	Granted	INDUCTANCE COIL SENSOR	06/700295	2/11/1985	4777436	10/11/1988
	US	Granted	CONNECTORS FOR USE WITH PIEZOELECTRIC POLYMERIC FILM TRANSDUCERS	06/853584	4/18/1986	4734044	3/29/1988
	US	Granted	MEANS FOR ELECTRICALLY CONNECTING ELECTRODES ON DIFFERENT SURFACES OF PIEZOELECTRIC POLYMERIC FILMS	06/745986	6/18/1985	4633122	12/30/1986
	US	Granted	PIEZOELECTRIC POLYMER KEYBOARD APPARATUS	06/738710	5/29/1985	4633123	12/30/1986
	US	Granted	ISOLATION TECHNIQUE FOR PRESSURE SENSING STRUCTURE	09/489,560	1/19/2000	6,550,337	4/22/2003
	US	Granted	ISOLATION TECHNIQUE FOR PRESSURE SENSING STRUCTURE	10/371,509	2/20/2003	6,938,490	9/6/2005
	US	Granted	NOVEL STRAIN SENSING STRUCTURE WITH IMPROVED RELIABILITY	09/438,879	11/12/1999	6,341,528	1/29/2002

YSIS Incorporated

Patent No.:	4,763,665
Issue Date:	August 16, 1988
Title:	Shielded Thermistor for Microwave Environment

II. PATENT APPLICATIONS

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-160	US	Filed	HANDHELD DEVICE HAVING ULTRASONIC TRANSDUCER FOR AXIAL TRANSMISSION OF ACOUSTIC SIGNALS	10/625,482	7/22/2003		
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	6889153	05/032005
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		
MSI-337	US	Filed	MAGNETIC ENCODER APPARATUS	10/413,640	4/15/2003		
MSI-638-P	US	Filed	DIGITAL CONTROL VALVE HAVING AN INERTIAL SWITCH	60/736,547	11/14/2005		

YSIS Incorporated

Patent No.:	Application No. 10/783491
Filing Date:	Filed on February 20, 2004
Title:	Digitally Modified Resistive Output for a Temperature Sensor

Application No.	Application No. 11/249927
Filing Date:	October 13, 2005
Title:	Wireless Patch Temperature Sensor System

III. PATENT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE II
to
AMENDED AND RESTATED INTELLECTUAL
PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

Trademark	Status	Application Number	Registration Number	Application Date	Date Registered
ACCUSTAR	RENEWED	74376788	1858415	April 8, 1993	October 18, 1994
ACCUSWITCH	REGISTERED	76268850	2517438	June 11, 2001	December 11, 2001
ANGLESTAR	REGISTERED	76277097	2547311	June 28, 2001	March 12, 2002
BRASS LINGUINI	REGISTERED	78325351	3021822	November 10, 2003	29-Nov-05
DURALITH		76271847	2929195	June 18, 2001	March 1, 2005
DURALITH	REGISTERED REGISTERED	76277096	2609496	June 28, 2001	August 20, 2002
GENESIS	REGISTERED	75576706	2325762	October 22, 1998	March 7, 2000
ROADTRAX	REGISTERED	78332542	2995940	November 24, 2003	September 13, 2005
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		76057384	2648006	May 26, 2000	November 12, 2002
WAVESMART	REGISTERED	78020445	2931498	August 9, 2000	March 8, 2005
Design	Registered	73067258	1067594	October 29, 1975	June 14, 1977
ENTRAN	Registered	73067257	1079256	October 29, 1975	December 13, 1977

YSIS Incorporated

Title:	Isotherm
Registration No.:	856406
Registration Date:	June 25, 1968

Title:	Sensichip
Registration No.:	2426287
Registration Date:	February 6, 2001

Title:	Tempheart
Registration No.:	1479463
Registration Date:	March 8, 1988

Title:	Temprobe
Registration No.:	610384
Registration Date:	August 9, 1955
Decision was made on June 1, 2005, to let the trademark expire.	

Title:	The Temperature Standard, Planetwide
Registration No.:	2733980
Registration Date:	July 8, 2003

Title:	Thermilinear
Registration No.:	781359
Registration Date:	December 8, 1964

Title:	Thinistor
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Registration No.:	856405
Registration Date:	September 10, 1968

Title:	Thinistor& Design
Registration No.:	860049
Registration Date:	November 12, 1968

Title:	Veco
Registration No.:	616524
Registration Date:	November 22, 1955

Title:	Veco & Design
Registration No.:	616807
Registration Date:	November 29, 1955
Registered in the US and France	

II. TRADEMARK APPLICATIONS

YSIS Incorporated

Title:	Challenge US
Application No.:	Application No. 78/783826
Filing Date:	January 3, 2006

III. TRADEMARK LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE III
to
AMENDED AND RESTATED INTELLECTUAL
PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

None.

II. COPYRIGHT APPLICATIONS

None.

III. COPYRIGHT LICENSES

None.

EXHIBIT A

**COUNTERPART TO AMENDED AND RESTATED INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This counterpart, dated [_____] [], 200[], is delivered pursuant to Section 8 of that certain Amended and Restated Intellectual Property Security Agreement dated as of April 3, 2006 (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: _____