

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Measurement Specialties, Inc.		06/01/2010	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 South Dearborn		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	1858415	ACCUSTAR	
Registration Number:	2547311	ANGLESTAR	
Registration Number:	2335079	BETATHERM	
Registration Number:	1488245	BETACHIP	
Registration Number:	1488243	BETACURVE	
Registration Number:	0791361	SCHAEVITZ	
Registration Number:	1766610	SHOCKWRITER	
Registration Number:	2931498	WAVESMART	
Registration Number:	3021822	BRASS LINGUINI	
Registration Number:	2929195	DURALITH	
Registration Number:	2995940	ROADTRAX	
Registration Number:	0856406	ISOTHERM	
Registration Number:	1479463	TEMPHEART	
Registration Number:	0781359	THERMILINEAR	

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TRADEMARK  
 REEL: 004216 FRAME: 0104

Registration Number:	3343897	CHALLENGE US.
Registration Number:	3376819	MSI
Registration Number:	3528024	VISYX TECHNOLOGIES
Registration Number:	3528025	VISYX
Registration Number:	3441465	
Registration Number:	3524725	
Serial Number:	77954251	MEAS
Registration Number:	3467863	MEASUREMENT SPECIALTIES
Registration Number:	3557571	MEASUREMENT SPECIALTIES
Serial Number:	78900421	MEASUREMENT SPECIALTIES
Serial Number:	78900434	MEASUREMENT SPECIALTIES

#### CORRESPONDENCE DATA

Fax Number: (214)981-3400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 214-981-3483  
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 Address Line 2: 717 N. Harwood St., Suite 3400  
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ATTORNEY DOCKET NUMBER:	36084-37240
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	06/01/2010

#### Total Attachments: 5

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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of June 1, 2010 by and from MEASUREMENT SPECIALTIES, INC., a New Jersey corporation ("Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Collateral Agent for the Secured Parties (as defined in the Security Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, Grantor and certain Subsidiaries of Grantor have entered into a Pledge and Security Agreement dated as of the date hereof in favor of Grantee (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Credit Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

MEASUREMENT SPECIALTIES, INC.

By:   
Name: Mark Thomson  
Title: Chief Financial Officer

*Confirmatory Grant of Security Interest In United States Trademarks*

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

NO.	TRADEMARK	STATUS	APPL. NO.	REGISTRATION NO.	APPL. DATE	REG. DATE
1	ACCUSTAR	RENEWED	74376788	1,858,415	4/8/1993	10/18/1994
2	ANGLESTAR	SECTION 8 & 15 AFFIDAVITS ACCEPTED	76277097	2,547,311	6/28/2001	3/12/2002
3	BETATHERM	REGISTRATION NOT RENEWED	75602947	2,335,079	12/10/1998	3/28/2000
4	BETACHIP	REGISTRATION NOT RENEWED	73669018	1,488,245	6/29/1987	5/17/1988
5	BETACURVE	REGISTRATION NOT RENEWED	73669016	1,488,243	6/29/1987	5/17/1988
6	SCHAEVITZ	RENEWED	72163878	791,361	3/04/1963	6/22/1965
7	SHOCKWRITER	SECTION 8 & 15 AFFIDAVITS ACCEPTED	74194767	1,766,610	8/12/1993	4/20/1993
8	WAVESMART	REGISTERED	78020445	2,931,498	8/09/2000	3/08/2005
9	BRASS LINGUINI	REGISTERED	78325351	3,021,822	11/10/2003	11/29/2005
10	DURALITH	REGISTERED	76271847	2,929,195	6/18/2001	3/01/2005
11	ROADTRAX	REGISTERED	78332542	2,995,940	11/24/2003	9/13/2005
12	ISOTHERM	RENEWED	72264868	856,406	2/16/1967	9/10/1968
13	TEMPHEART	RENEWED	73674069	1,479,463	7/23/1987	3/08/1988
14	THERMILINEAR	RENEWED	72189750	781,359	3/26/1964	12/08/1964
15	CHALLENGE US	REGISTERED	78783826	3,343,897	1/03/2006	11/27/2007

16	MSI	REGISTERED	76677427	3,376,819	5/25/2007	2/05/2008
17	VISYX TECHNOLOGIES	REGISTERED	77040888	3,528,024	11/09/2006	11/04/2008
18	VISYX	REGISTERED	77040894	3,528,025	11/09/2006	11/04/2008
19	VISYX	REGISTERED	77059525	3,441,465	12/07/2006	06/03/2008
20	VISYX	REGISTERED	77059528	3,524,725	12/07/2006	10/28/2008
21	MEAS	PENDING	77954251		3/09/2010	
22	MEASUREMENT SPECIALTIES	REGISTERED	78777234	3,467,863	12/20/2005	7/15/2008
23	MEASUREMENT SPECIALTIES	REGISTERED	78777258	3,557,571	12/20/205	1/06/2009
24	MEASUREMENT SPECIALTIES	PENDING	78/900421		6/05/2006	
25	MEASUREMENT SPECIALTIES	PENDING	78/900434		6/05/2006	