

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
SENSATA TECHNOLOGIES FINANCE COMPANY, LLC		05/12/2011	LIMITED LIABILITY COMPANY: DELAWARE
SENSATA TECHNOLOGIES, INC.		05/12/2011	CORPORATION: DELAWARE
SENSATA TECHNOLOGIES MASSACHUSETTS, INC.		05/12/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MORGAN STANLEY SENIOR FUNDING, INC.
Street Address:	1585 BROADWAY
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1325514	AIRPAX
Registration Number:	1325513	AIRPAX
Registration Number:	963431	AIRPAX
Registration Number:	285709	KLIXON
Registration Number:	1635992	KLIXON
Registration Number:	3431747	SENSATA
Registration Number:	3270780	SENSATA TECHNOLOGIES

CORRESPONDENCE DATA

Fax Number: (650)838-5109

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 650-838-3743

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TRADEMARK
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Email: jlik@shearman.com
Correspondent Name: Gloria Jung
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35613/12262
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NAME OF SUBMITTER:	GLORIA JUNG
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Signature:	/GLORIA JUNG/
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Date:	05/17/2011
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated May 12, 2011 is made by the Persons listed on the signature pages hereto (each, a “**Grantor**” and, collectively, the “**Grantors**”) in favor of Morgan Stanley Senior Funding, Inc., as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, SENSATA TECHNOLOGIES B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, SENSATA TECHNOLOGIES FINANCE COMPANY, LLC, a Delaware limited liability company, and SENSATA TECHNOLOGIES INTERMEDIATE HOLDING B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, have entered into a Credit Agreement dated as of May 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) with the Lenders party thereto and MORGAN STANLEY SENIOR FUNDING, INC., as administrative agent.

WHEREAS, as a condition precedent to (i) the making of the Loans, (ii) the issuance of Letters of Credit by the Lenders under the Credit Agreement, (iii) the Bilateral Obligations provided by the Bilateral Providers from time to time and (iv) the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Domestic Security Agreement dated as of May 12, 2011 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement. Terms defined in the Credit Agreement and not otherwise defined herein or in the Security Agreement are used herein as defined in the Credit Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Trademarks constituting Material Intellectual Property Collateral of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in such Grantor’s right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “*Trademark Collateral*”), whether now owned or hereafter acquired or arising:

- (i) each Trademark constituting Material Intellectual Property Collateral owned by the Grantor (including, without limitation, each Trademark registration and application therefor, referred to in Schedule 1 hereto, and all of the goodwill symbolized by, each Trademark);
- (ii) all registrations and applications for registration for any of the foregoing, together with all renewals thereof;

(iii) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing, including, without limitation, all proceeds of any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

Section 3. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

Section 4. Grants, Rights and Remedies. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not modify its terms or conditions or create any additional rights or obligations for any party thereto or hereto. The Security Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

SENSATA TECHNOLOGIES FINANCE
COMPANY, LLC

By: 

Name: Jeffrey Cote

Title: Chief Financial Officer

SENSATA TECHNOLOGIES, INC.

By:


Name: Jeffrey Cote

Title: Chief Financial Officer

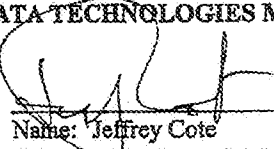
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Trademark Security Agreement

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SENSATA TECHNOLOGIES MASSACHUSETTS,
INC.

By:


Name: Jeffrey Cote

Title: Chief Financial Officer

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Trademark Security Agreement

TRADEMARK
REEL: 004543 FRAME: 0324

Schedule 1
to Trademark
Security Agreement

III. Trademark Registrations

Mark	Country	Application Number	Application Date	Registration Number	Registration Date	Owner
KLIXON	China P.R.	8946199	12/19/1990	538590	12/19/2000	Sensata Technologies Massachusetts, Inc.
KLIXON (DEVICE)	China P.R.	8946200	12/19/1990	538591	12/19/1990	Sensata Technologies Massachusetts, Inc.
SENSATA	China P.R.	5344134	5/12/2006	5344134	5/21/2009	Sensata Technologies, Inc.
SENSATA Technologies & Design	China P.R.	5528823	8/8/2006	5528823	7/21/2009	Sensata Technologies, Inc.
SENSATA Technologies & Design	China P.R.	5572754	8/29/2006	5572754	8/7/2009	Sensata Technologies, Inc.
KLIXON	Germany	T 21886	7/20/1982	1067815	7/20/1992	Sensata Technologies Massachusetts, Inc.
AIRPAX	United States	73/447621	10/11/1983	1325514	3/19/1985	Sensata Technologies Massachusetts, Inc.
AIRPAX (STYLIZED)	United States	73/447620	10/11/1983	1325513	3/19/1985	Sensata Technologies Massachusetts, Inc.
AIRPAX (STYLIZED)	United States	72/448640	2/12/1973	963431	7/10/1973	Sensata Technologies Massachusetts, Inc.
KLIXON	United States	71/310888	2/9/1931	285709	8/4/2001	Sensata Technologies Massachusetts, Inc.
KLIXON	United States	73/804743	6/5/1989	1635992	2/26/2011	Sensata Technologies Massachusetts, Inc.
SENSATA	United States	76/658950	3/17/2006	3431747	5/20/2008	Sensata Technologies, Inc.
SENSATA Technologies & Design	United States	76/660215	5/18/2006	3270780	7/31/2007	Sensata Technologies, Inc.