# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY & CO. INCORPORATED		05/12/2011	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	SENSATA TECHNOLOGIES FINANCE COMPANY, LLC
Street Address:	529 PLEASANT STREET
City:	ATTLEBORO
State/Country:	MASSACHUSETTS
Postal Code:	02703
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	SENSATA TECHNOLOGIES, INC.	
Street Address:	529 PLEASANT STREET	
City:	ATTLEBORO	
State/Country:	MASSACHUSETTS	
Postal Code:	02703	
Entity Type:	CORPORATION: DELAWARE	

Name:	SENSATA TECHNOLOGIES MASSACHUSETTS, INC.
Street Address:	529 PLEASANT STREET
City:	ATTLEBORO
State/Country:	MASSACHUSETTS
Postal Code:	02703
Entity Type:	CORPORATION: DELAWARE

### PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3043222	DIAGNOSTECH
Registration Number:	2386325	SPREETA

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Registration Number:	285709	KLIXON
Registration Number:	509972	KLIXON
Registration Number:	1635992	KLIXON
Registration Number:	3118864	PUMP SYSTEMALERT
Serial Number:	76630946	PUMP SYSTEMALERT
Serial Number:	77293957	ARC SHIELD

#### **CORRESPONDENCE DATA**

Fax Number: (650)838-5109

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

Phone: 650-838-3743
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
NAME OF SUBMITTER:	GLORIA JUNG
Signature:	/GLORIA JUNG/
Date:	05/13/2011

#### Total Attachments: 4

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# TRADEMARK SECURITY AGREEMENT RELEASE

This TRADEMARK SECURITY AGREEMENT RELEASE (this "Release") is made as of May 12, 2011 (the "Effective Date"), by MORGAN STANLEY & CO. INCORPORATED, as collateral agent (the "Collateral Agent") for each of the Secured Parties (as defined in the Credit Agreement referred to below), in favor of SENSATA TECHNOLOGIES FINANCE COMPANY, LLC, SENSATA TECHNOLOGIES, INC., and SENSATA TECHNOLOGIES MASSACHUSETTS, INC. (collectively, the "Grantors"). All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Credit Agreement, Security Agreement and the Trademark Security Agreements (as defined 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, entered into a Credit Agreement dated as of April 27, 2006 (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, pursuant to the Credit Agreement, each Grantor executed and delivered that certain Domestic Security Agreement dated as of April 27, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantors granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Trademarks of the Grantors constituting Material Intellectual Property Collateral;

WHEREAS, pursuant to the Security Agreement, (i) SENSATA TECHNOLOGIES FINANCE COMPANY, LLC and SENSATA TECHNOLOGIES, INC. executed and delivered that certain Trademark Security Agreement dated as of April 27, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "2006 Trademark Security Agreement"), and (ii) SENSATA TECHNOLOGIES MASSACHUSETTS, INC. executed and delivered that certain Trademark Security Agreement dated as of April 30, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "2008 Trademark Security Agreement", together with the 2006 Trademark Security Agreements, the "Trademark Security Agreements");

WHEREAS, the 2006 Trademark Security Agreement was recorded on May 5, 2006, with the Trademark Division of the United States Patent and Trademark Office under Reel 3303 and Frame 0559, and the 2008 Trademark Security Agreement was recorded on August 28, 2008, with the Trademark Division of the United States Patent and Trademark Office under Reel 3844 and Frame 0100; and

WHEREAS, in accordance with the provisions of the Credit Agreement, the Grantors have satisfactorily paid all of their obligations under the Credit Agreement and the Collateral Agent now desires to release in its entirety its security interest in, to and under the Trademark Collateral, including the trademarks and trademark applications identified in Schedule A attached hereto.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all of the Grantors' payment obligations, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

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TRADEMARK REEL: 004543 FRAME: 0469 SECTION 1. Release of Security Interest. The Collateral Agent, on behalf of the Secured Parties, hereby terminates and releases to the Grantors all of the Collateral Agent's right, title, and interest in and to (including any lien on and/or security interest in) the Grantors' right, title, and interest in and to the Trademark Collateral (as defined in the 2006 Trademark Security Agreement) and the Trademark Collateral (as defined in the 2008 Trademark Security Agreement), including the Trademark Collateral attached hereto as Schedule A.

SECTION 2. <u>Recordation</u>. The Collateral Agent hereby authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

SECTION 3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the date first above written.

MORGAN STANLEY & CO. INCORPORATED,

as the Collateral Agent

Name: Stephen B. King

Title: Executive Director

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#### Schedule A

# U.S. TRADEMARK REGISTRATIONS

Trademark	Registration. No.	Registration. Date
DIAGNOSTECH	3043222	1/17/2006
SPREETA	2383325	9/12/2000
KLIXON	285709	8/4/2001
KLIXON	509972	5/17/1989
KLIXON	1635992	2/26/2001

<u>TRADEMARK</u>	REG. NO.	REG. DATE
KLIXON	285,709	8/4/2001
KLIXON	509,972	5/17/1989
KLIXON	1635992	2/26/2001
DIAGNOSTECH	3043222	1/17/2006
PUMP SYSTEMALERT	3,118,864	7/25/2006

# U.S. TRADEMARK APPLICATIONS

Trademark	Registration. No.	Registration. Date
Pump SystemAlert	76/630,946	12/10/2005

TRADEMARK	APP. NO.
ARC SHIELD	77293957

<u>APP. DATE</u> 10/2/2007

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**RECORDED: 05/17/2011**