

11-23-1998

FORM PTO-1594
(Rev. 6/93)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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TRADEMARKS ONLY

Attorney's Docket No. 032445-001A

11-398

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.

NOV 13 1998

- Individual(s)
- General Partnership
- Corporation-State
- Association
- Limited Partnership

Other: _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

Other: _____

Execution Date: August 12, 1998

2. Name and address of receiving party(ies):

Name: PNC Bank, National Association

Address: One Garret Mountain Plaza,
West Paterson, New Jersey 07424

- Individual(s) Citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- 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

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

A. Trademark Application No.(s)

11/20/1998 DMGUYEN 00000173 1554489

01 FC:481 40.00 OP
02 FC:482 200.00 OP

B. Trademark Registration No.(s)

1,554,489, 1,555,566, 1,996,282, 1,482,173, 1,766,610, 1,815,348, 2,105,338, 1,939,604 and 1,766,610

Additional numbers attached? Yes No

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

Name: Robert E. Krebs, Esq.
Address: BURNS, DOANE, SWECKER & MATHIS, L.L.P.
P.O. Box 1404
Alexandria, Virginia 22313-1404

Refund Ref:
11/20/1998 DMGUYEN 0000066962

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41): \$ 360.00

- Enclosed
- Authorized to be charged to deposit account, if necessary

8. Deposit account number:

02-4800

CHECK Refund Total: \$120.00

DO NOT USE THIS SPACE

240E

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and my attached copy is a true copy of the original document.

Robert E. Krebs, Reg. No. 25,885
Name of Person Signing

September 1, 1998
Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1817 FRAME: 0596

(10/97)

**ASSIGNMENT OF SECURITY INTEREST IN BORROWER'S
TRADEMARK COLLATERAL**

ASSIGNMENT OF SECURITY INTEREST IN BORROWER'S TRADEMARK COLLATERAL dated as of August 14, 1998 made by and between MEASUREMENT SPECIALITIES, INC., a New Jersey Corporation with its office at 80 Little Falls Road, Fairfield, New Jersey 07004 ("Borrower"), and PNC BANK, NATIONAL ASSOCIATION, a national banking association having an office at One Garret Mountain Plaza, West Paterson , New Jersey 07424 ("Lender").

WITNESSETH:

WHEREAS, Borrower, has acquired, adopted or used, and is using or intends to use, as applicable, the trademarks and/or trade names listed in Exhibit A attached hereto and made a part hereof (the "Trademarks"), which, as indicated in Exhibit A, are registered (or with respect to which an application for registration has been filed and is pending) in the United States Patent and Trademark Office,

WHEREAS, Borrower and Lender have entered into a Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as the same may be amended, restated or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Lender has agreed to make Credits to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Credit Agreement, Borrower is granting to Lender a security interest in, among other things, all of Borrower's right, title and interest in, to and under, (i) all trademarks, trade names (including, without limitation the Trademarks), corporate names, service marks, logos and other source or business identifiers, and all applications in connection therewith, the goodwill of the business to which each such trademark and trade name relates, all franchises and licenses with respect to each such trademark and trade name in which Borrower has an interest, and all rights and remedies that Borrower might exercise with respect to any of the foregoing (including, without limitation, the right to sue for past, present or future infringements) (collectively, the "Trademark Collateral"), and (ii) all other intangible personal property similar to any of the foregoing, in each case whether presently existing or hereafter arising or acquired; and

WHEREAS, it is a condition precedent to Lender's obligations under the Credit Agreement that Borrower execute and deliver this Assignment of Security Interest in Borrower's Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby pledges, transfers and assigns to Lender, and hereby grants to Lender a security interest in all of Borrower's right, title and interest in, to and under the Trademark Collateral and the good will of the business in which the marks therein are used, whether presently existing or hereafter arising or acquired; provided, however, that until the occurrence of an Event of Default (as defined in the Credit Agreement), Borrower may continue to use the Trademarks in its business for its own benefit and its own account as if it had not made this Assignment of Security Interest in Borrower's Trademark Collateral.

This Assignment of Security Interest in Borrower's Trademark Collateral is executed in connection with the security interest granted to Lender pursuant to the Credit Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of Lender with respect to the

assignment and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


Borrower hereby agrees that, until full and final and indefeasible payment and performance of the Obligations, if Borrower shall obtain any rights in any new trademarks, such new trademarks shall constitute Trademark Collateral and Collateral (as defined in the Credit Agreement), the provisions hereof and of the Credit Agreement shall automatically apply thereto and Borrower shall give Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Assignment of Security Interest in Borrower's Trademark Collateral by amending Exhibit A attached hereto to include any future trademarks and trademark applications covered hereby.

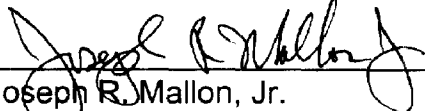
This Assignment of Security Interest in Borrower's Trademark Collateral shall be interpreted and the rights and obligations of the parties hereto determined in accordance with applicable federal law and the internal laws of the State of New Jersey.

IN WITNESS WHEREOF, Borrower and Lender have executed this Assignment of Security Interest in Borrower's Trademark Collateral as of the day and year first above written.

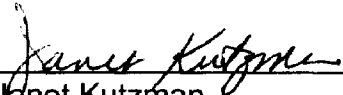
ATTEST:

MEASUREMENT SPECIALTIES, INC .

By: 
Kirk Dischino
Assistant Secretary

By: 
Joseph R. Mallon, Jr.
Chief Executive Officer

PNC BANK, NATIONAL
ASSOCIATION

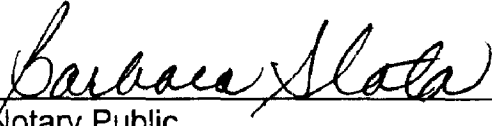
By: 
Janet Kutzman
Vice President

STATE OF NEW JERSEY)

: ss.:

COUNTY OF ESSEX)

On the 16 day of August 19978 before me personally came Joseph R. Mallon, Jr., to me known who, being by me duly sworn, did depose and say that he is the Chief Executive Officer of MEASUREMENT SPECIALTIES, INC., the corporation described in and which executed the foregoing instrument; that he, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of said corporation.


Notary Public

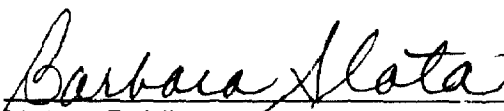
My commission expires on
~~September 21, 1998~~
Notary Public of New Jersey
My Commission Expires 08/02/2000

STATE OF NEW JERSEY)

: ss.:

COUNTY OF ESSEX)

On the 12 day of August, 1998, before me personally came Janet Kutzman, to me known who, being by me duly sworn, did depose and say that she is the Vice President of PNC BANK, NATIONAL ASSOCIATION, the national banking association described in and which executed the foregoing instrument; that he, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of said national banking association.


Notary Public

My commission expires on
Notary Public of New Jersey
My Commission Expires 08/02/2000

MEASUREMENT SPECIALTIES, INC.

TRADEMARKS

ACCUTIRE

Reg. No.: 1,554,489

Reg. Date: 9/5/89

ACCUTAPE

Reg. No.: 1,555,566

Reg. Date: 9/12/89

SENSOR DISC

Reg. No.: 1,996,282

Reg. Date: 8/20/96

THINNER

Reg. No.: 1,482,173

Reg. Date: 3/29/88

SHOCKWRITER

Reg. No.: 1,766,610

Reg. Date: 4/20/93

SHOCKWARE

Reg. No.: 1,815,348

Reg. Date: 1/4/94

BRASS LINGUINI

Reg. No.: 2,105,338

Reg. Date: 10/14/97

SHOCK SWITCH

Reg. No.: 1,939,604

Reg. Date: 12/5/95

SHOCKWRITER

Reg. No.: 1,766,610

Reg. Date: 4/20/93