

11-24-2000



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MRD  
10-23-00

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other
- Effective Date  
Month Day Year

#### Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership

- Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

11/24/2000 DNGUYEN 00000058 500444 75021590

FOR OFFICE USE ONLY

01 FC:481 40.00 CH  
02 FC:482 350.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002180 FRAME: 0980

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number 973-538-0800

Name

Mark S. Rattner, Esq.

Address (line 1)

Riker, Danzig, Scherer, Hyland & Perretti LLP

Address (line 2)

One Speedwell Avenue

Address (line 3)

Morristown, New Jersey 07962-1981

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# 6

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property)

Trademark Application Number(s)

Registration Number(s)

76/021590

1555566

2270998

1815348

1554489

1996282

1766610

2105338

1939604

1482173

See attached page

**Number of Properties**

Enter the total number of properties involved.

# 15

for more numbers

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 390

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# 500444

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Mark S. Rattner

Name of Person Signing

Signature

10/16/2000

Date Signed

**Continuation of Trademark Registration Numbers**

**Conveying Party: Measurement Specialties, Inc.**

**Receiving Party: First Union National Bank, as Agent  
190 River Road  
Summit, New Jersey 07901**

**Trademark Registration Numbers**

1,494,954

791,361

1,858,415

1,546,176

2,325,762

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

ASSIGNMENT OF SECURITY INTEREST IN BORROWER'S TRADEMARK COLLATERAL ("Assignment Agreement") dated as of August 7, 2000 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 FIRST UNION NATIONAL BANK, a national banking association having an office at 190 River Road, Summit, New Jersey 07901, as Agent (in such capacity, together with any successor agent, the "Agent") for the benefit of the Lenders (as defined below).

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, Agent and lenders from time to time party thereto (the "Lenders") 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 the Lenders thereto have agreed to extend to the Borrower a \$25,000,000 term loan and \$15,000,000 revolving credit/letter of credit facility upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Credit Agreement, Borrower is has granted to Agent for the ratable benefit of the Lenders 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 (other than intent to use applications), 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 Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby pledges, transfers and assigns to Agent for the ratable benefit of the Lenders, and hereby grants to Agent for the ratable benefit of the Lenders 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 Agreement.

This Assignment Agreement is executed in connection with the security interest granted to Agent for the ratable benefit of the Lenders pursuant to the Credit Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of Agent 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.

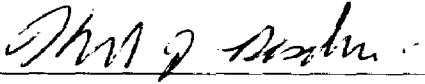
Borrower hereby agrees that, until full and final and indefeasible payment and performance of the Obligations (as defined in the Credit Agreement), if Borrower shall obtain any rights in any new trademarks, such new trademarks shall constitute Trademark Collateral and Collateral (as defined in the Credit Agreement). the provisions hereof and of the Credit Agreement shall automatically apply thereto and Borrower shall give Agent prompt written notice thereof. Borrower hereby authorizes Agent to modify this Assignment Agreement by amending Exhibit A attached hereto to include any future trademarks and trademark applications (other than intent to use applications) covered hereby. Borrower agrees to execute any and all further documentation as Agent may request to confirm the inclusion of such new trademarks hereunder.

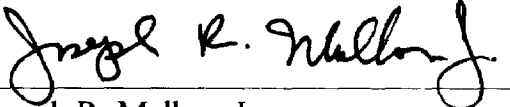
This Assignment Agreement shall be interpreted and the rights and obligations of the parties hereto determined in accordance with applicable federal law and the internal laws of the State of New Jersey.

IN WITNESS WHEREOF, Borrower has executed this Assignment Agreement as of the day and year first above written.

ATTEST:

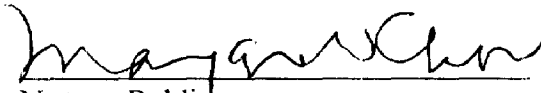
MEASUREMENT SPECIALTIES, INC.

By:   
Kirk Dischino  
Assistant Secretary

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

STATE OF NEW JERSEY    )  
  : ss.:  
COUNTY OF MORRIS        )

On the 4<sup>th</sup> day of August, 2000 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

**MARGARET W. CHOW**  
\_\_\_\_\_  
**A NOTARY PUBLIC OF NEW JERSEY**  
**MY COMMISSION EXPIRES JULY 1, 2001**

EXHIBIT A

MEASUREMENT SPECIALTIES, INC.  
TRADEMARKS

*Existing Trademark Registrations and Applications*

1. TRADEMARK REGISTRATIONS

MARK	REG. NO.	COUNTRY	DATE
ACCUTAPE	1555566	USA	REGISTERED 09/12/1989
ACCUTIRE	1554489	USA	REGISTERED 09/05/1989
BRASS LINGUINI	2105338	USA	REGISTERED 10/14/1997
PARK-ZONE	2270998	USA	REGISTERED 08/17/1999
SENSOR DISC	1996282	USA	REGISTERED 08/20/1996
SHOCK SWITCH	1939604	USA	REGISTERED 12/05/1995
SHOCKWARE	1815348	USA	REGISTERED 01/04/1994
SHOCKWRITER	1766610	USA	REGISTERED 04/20/1993
THINNER	1482173	USA	REGISTERED 03/29/1988

2. TRADEMARK APPLICATIONS

MARK	APPLICATION NO.	COUNTRY	DATE
THINNER & Design	76/021590	USA	FILED 04/07/2000



*Trademarks Acquired Pursuant to Acquisition Agreements*

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<b>Ref. #</b>	<b>Mark</b>	<b>Country</b>	<b>Applicant</b>	<b>Registration No.</b>
556-34	RSYN	U.S.	LACE	1,494,954
556-35	SCHAEVITZ	U.S.	Schaevitz Engineering	791,361
557-65	ACCUSTAR	U.S.	Lucas Industries	1,858,415
557-67	ACCUSTAR	U.S.	Lucas Industries	1,546,176
	GENESIS	U.S.	LACE	2,325,762