

04-01-2003

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Docket No.:

FLE186/16003



Tab settings

To the Honorable Commissioner of P

102405346

ie attached original documents or copy thereof.

1. Name of conveying party(ies):

Measurement Specialties, Inc., a New Jersey corporation
IC Sensors, Inc., a California corporation

3-17-03

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

Additional names(s) of conveying party(ies) Yes No

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

Name: Fleet Capital Corporation

Internal Address: _____

Street Address: 5950 Sherry Lane, Suite 300

City: Dallas State: TX ZIP: 75225

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Rhode Island
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 02/07/2003

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

A. Trademark Application No.(s)

Exhibit A attached

B. Trademark Registration No.(s)

Exhibit A attached

Additional numbers Yes No

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

Name: Barry Bumgardner

Internal Address: _____

Street Address: 2001 Ross Avenue, Suite 3700

City: Dallas State: TX ZIP: 75201

6. Total number of applications and registrations involved:.....

24

7. Total fee (37 CFR 3.41):.....\$ \$615.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

22-0365

03/28/2003 DBYRNE 00000054 1535566

DO NOT USE THIS SPACE

01 FC:8521 40.00 OP
02 FC:8522 575.00 OP

9. 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.

Barry Bumgardner
Name of Person Signing

March 14, 2003
Date

Total number of pages including cover sheet, attachments, and



CHART I: U.S. REGISTERED MARKS

| <u>MARK</u> | <u>MSI DIVISION</u> | <u>REG. NO.</u> | <u>DATE REG.</u> | <u>CL.</u> | <u>GOODS OR SERVICES</u> |
|----------------|---------------------|-----------------|------------------|------------|---|
| ACCUTAPE | Consumer | 1,555,566 | 9/12/1989 | 9 | Digital electronic distance measuring device |
| ACCUTIRE | Consumer | 1,554,489 | 9/5/1989 | 9 | Digital electronic tire pressure gage |
| ACCUSTAR | Schaevitz | 1,858,415 | 10/18/1994 | 9 | Apparatus for measuring heading, azimuth, force, linear position, angular orientation, strain and acceleration |
| ACCUSWITCH | Schaevitz | 2,517,438 | 12/11/2001 | 9 | Electronic touch sensitive switches |
| ANGLESTAR | Schaevitz | 2,547,311 | 3/12/2002 | 9 | Electronic protractors, levels, sensors and indicators for use in measuring angular orientation; and components and parts thereof |
| BRASS LINGUINI | Schaevitz | 2,105,338 | 10/14/1997 | 9 | Piezoelectric sensors |
| GENESIS | Schaevitz | 2,325,762 | 03/07/2000 | 9 | Electric and electronic instruments, namely, pressure transducers and pressure sensors |
| PARK-ZONE | Consumer | 2,270,998 | 8/17/1999 | 9 | Electronic sensors for parking vehicles, namely, electronic sensors for positioning vehicles in a garage, driveway or roadway |
| RSYN | Schaevitz | 1,494,954 | 7/5/1988 | 9 | Rotary transducers, namely; rotary variable differential transformers used to indicate, measure, and/or control rotary/angular position |
| SENSOR DISC | Valley Forge | 1,996,282 | 8/20/1996 | 9 | Weighing assembly, namely, a piezoresistive transducer module sold as an integral component of an electronic scale |

| <u>MARK</u> | <u>MSI DIVISION</u> | <u>REG. NO.</u> | <u>DATE REG.</u> | <u>CL.</u> | <u>GOODS OR SERVICES</u> |
|------------------------------|---------------------|-----------------|------------------|------------|---|
| SCHAEVITZ | Schaevitz | 791,361 | 6/22/1965 | 9 | Accelerators and transducers- namely, differential transformers, accelerometers, pressure pick-offs, tension and compression cells, thrust meters, gauges, dynamometers, micrometers, and associated electronic equipment |
| SHOCKWRITER | Valley Forge | 1,766,610 | 4/20/1993 | 9 | Accelerometer to measure shock to goods in transit |
| SHOCKWRITER | Valley Forge | 2,510,163 | 11/20/2001 | 9 | Accelerometer to measure shock to goods in transit |
| THINNER (digital design) | Consumer | 1,482,173 | 3/29/1988 | 9 | Electronic scale |
| THINNER (word mark) | Consumer | 2,473,340 | 7/31/2001 | 9 | Scales |
| THINNER (fat to slim design) | Consumer | 2,484,799 | 9/4/2001 | 9 | Scales |
| SHOCKWRITER 3000 | Valley Forge | 2,558,507 | 4/9/2002 | 9 | Accelerometer to measure shock to goods in transit |
| DURALITH | Schaevitz | 2,609,496 | 8/20/2002 | 40 | Custom manufacture of electronic touch sensitive switches, panels and keypads |

CHART II: U.S. MARKS FILED AND PENDING

| <u>MARK</u> | <u>SERIAL NO.</u> | <u>DATE FILED</u> | <u>CLASS</u> | <u>DESCRIPTION OF GOODS OR SERVICES</u> |
|-----------------|-------------------|-------------------|--------------|---|
| ACCUPARK | 76/189744 | 1/4/2001 | 9 | Electronic sensors for parking vehicles, namely, electronic sensors for positioning vehicles in a garage, driveway or roadway |
| MIRAGE | 76/233637 | 3/30/2001 | 9 | Scales |
| CLEAR VIEW | 76/233636 | 3/30/2001 | 9 | Scales |
| DURALITH | 76/271847 | 6/18/2001 | 9 | Electronic touch sensitive switches, panels and keypads |
| MINI MICROFUSED | 76/278422 | 6/29/2001 | 9 | Electric and electronic instruments, namely pressure transducers and pressure sensors |
| DIGINI | 78/096716 | 12/5/2001 | 9 | Wireless digitizer used for conversion of handwritten material to electronic format |

PATENT AND TRADEMARK SECURITY AGREEMENT

This **PATENT AND TRADEMARK SECURITY AGREEMENT** (this "**Agreement**") dated as of January 31, 2003, is made by and between **FLEET CAPITAL CORPORATION** ("**Lender**"), a Rhode Island corporation, having an office at 5950 Sherry Lane, Suite 300, Dallas, Texas 75225, **MEASUREMENT SPECIALTIES, INC.** ("**MSI**"), a New Jersey corporation with its chief executive office and principal place of business at 710 Route 46 East, Suite 206, Fairfield, New Jersey 07004 and **IC SENSORS, INC.** ("**IC**"), a California corporation with its chief executive office and principal place of business at 710 Route 46 East, Suite 206, Fairfield, New Jersey 07004 (MSI and IC being hereinafter referred to collectively as the "**Borrowers**").

WHEREAS, the Borrowers and Lender are parties to that certain Loan and Security Agreement dated as of January 31, 2003 (the "**Loan and Security Agreement**"), pursuant to which the Borrowers have granted to Lender a security interest in and lien on their respective assets, including, but not limited to, all right, title and interest of either of the Borrowers in and to all presently existing or hereafter created or acquired Intellectual Property, including Patents and Trademarks (as defined below), to secure the payment and performance in full of all of the Obligations (as defined in the Loan and Security Agreement); and

WHEREAS, this Agreement is supplemental to the provisions contained in the Loan and Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Loan and Security Agreement. The following terms shall have the meanings set forth below:

Patents means (a) all patents and patent applications now owned or hereafter created or acquired by either of the Borrowers, including, without limitation, those described on **Schedule A** hereto, and the inventions and improvements described and claimed therein, and patentable inventions, (b) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, (c) all income, royalties, damages or payments now and hereafter due and/or payable under, and with respect to, any of the foregoing including, without limitation, damages or payment for past, present or future infringement of any of the foregoing, (d) the right to sue for past, present and future infringement of any of the foregoing, (e) all inventions, designs, proprietary or technical information, know-how, other data or information, software, databases, all embodiments or fixations thereof and related documentation, and all other trade secret rights not described above, and (f) all rights corresponding to any of the foregoing throughout the world.

Trademarks means (a) all of either of the Borrowers' trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, all registrations and recordings thereof, and all applications, excluding applications for U.S. Federal registration of marks filed under 15 U.S.C. 1051(b) and in which no amendment to allege use under 15 U.S.C. 1051(c) or statement of use under 15 U.S.C. 1051(d) has been filed, in connection therewith, whether now owned or hereafter created or acquired by either of the Borrowers, including, without limitation, those described on Schedule B hereto, (b) all extensions or renewals thereof, (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including, without limitation, damages or payments for past, present or future infringement or dilution or any of the foregoing, (d) the right to sue for past, present and future infringement or dilution of any of the foregoing, (e) all rights corresponding to any of the foregoing throughout the world, and (f) all goodwill associated with and symbolized by any of the foregoing.

2. **GRANT OF SECURITY INTEREST.**

2.1 Security Interest; Assignment of Patents and Trademarks. As security for the payment and performance in full of all of the Obligations, each of the Borrowers hereby (a) unconditionally grants to Lender a continuing security interest in and first priority lien (except subject to Permitted Liens) on all of its right, title and interest in and to the Patents and Trademarks, whether presently existing or hereafter created or acquired, and pledge and mortgage (but do not transfer title to) its right, title and interest to such Patents and Trademarks. In addition, each of the Borrowers hereby agrees upon the request of Lender following and during the continuance of an Event of Default, to execute, and in addition hereby confirm that, pursuant to Section 9 hereof, each of the Borrowers has constituted and appointed Lender as its true and lawful attorney in fact to execute on such Borrower's behalf, an assignment of such Patents and Trademarks in substantially the form of Exhibit 1 hereto (the "**Assignment of Patents and Trademarks**"). The Borrowers hereby authorize Lender to complete as Assignee and record with the United States Patent and Trademark Office and any other relevant authority the Assignment of Patents and Trademarks upon the occurrence and during the continuance of an Event of Default and the lawful exercise of Lender's remedies under this Agreement and the Loan and Security Agreement.

2.2 Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Patents and Trademarks provided in Section 2.1 hereof, each of the Borrowers further grants, assigns, transfers, conveys and sets over to Lender its entire right, title and interest in and to the Patents and Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only after the occurrence of both of the following: (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of Lender at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by Lender) upon an Event of Default for which acceleration of the Loans is automatic under the Loan and Security Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Loan and Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the Borrowers to Lender or its nominee in lieu of foreclosure).

2.3 Supplemental to Loan and Security Agreement. Pursuant to the Loan and Security Agreement, the Borrowers have granted to Lender a continuing security interest in and lien on their respective right, title and interest to the Collateral (including the Patents and Trademarks). The Loan and Security Agreement, and all rights and interests of Lender in and to the Collateral (including the Patents and Trademarks) thereunder are hereby ratified and confirmed in all respects. In no event shall this Agreement, the grant, assignment, transfer and conveyance of the Patents and Trademarks hereunder, or the recordation of this Agreement (or any document hereunder) with the United States Patent and Trademark Office or any other relevant authority, adversely affect or impair, in any way or to any extent, the Loan and Security Agreement, the security interest of Lender in the Collateral (including the Patents and Trademarks) pursuant to the Loan and Security Agreement and this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Patents and Trademarks), or any present or future rights and interests of Lender in and to the Collateral under or in connection with the Loan and Security Agreement, this Agreement or the Uniform Commercial Code. Any and all rights and interests of Lender in and to the Patents and Trademarks (and any and all obligations of the Borrowers with respect to the Patents and Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of Lender (and the obligations of the Borrowers) in, to or with respect to the Collateral (including the Patents and Trademarks) provided in or arising under or in connection with the Loan and Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Borrowers, jointly and severally, represent, warrant and covenant that: (i) Schedule A sets forth a true and complete list of all Patents and applications for Patents now owned by either of the Borrowers; (ii) Schedule B sets forth a true and complete list of all registrations and applications for Trademarks now owned by either of the Borrowers; (iii) the Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no threatened or pending litigation or proceeding of which either of the Borrowers has received actual notice concerning the validity or enforceability of the Trademarks or Patents; (iv) to the Borrowers' knowledge, each of the Patents and Trademarks is valid and enforceable; (v) to the Borrowers' knowledge, there is no infringement by any Person of the Trademarks or Patents; (vi) to the Borrowers' knowledge, no claim has been made that the use of any of the Trademarks or Patents violates the rights of any Person, and to the Borrowers' knowledge, none of the Trademarks or Patents infringes the rights of a Person; (vii) for all Patents and Trademarks listed on Schedule A and Schedule B, respectively, a Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to such Patents and Trademarks, free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses (other than licenses granted by the Borrowers in the ordinary course of business), registered user agreements and covenants by either Borrower not to sue third persons (other than the security interest and assignment created by the Loan and Security Agreement and this Agreement and the Permitted Liens); (viii) the Borrowers have the unqualified right to enter into this Agreement and to perform its terms; (ix) the Borrowers have used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with their use of the Patents and Trademarks; (x) the Borrowers have used, and will continue to use for the duration of this Agreement, materially consistent standards of quality in

their manufacture and provision of products and services sold or provided under the Patents and Trademarks; (xi) this Agreement, together with the Loan and Security Agreement, continues in favor of Lender a valid and perfected first priority security interest in the Patents and Trademarks and no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Borrowers or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Agreement by the Borrowers, or (B) for the perfection of or the exercise by Lender of any of its rights and remedies hereunder.

4. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without Lender's prior written consent, neither of the Borrowers will (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, or alienate any of the Trademarks or Patents, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with such Borrower's obligations under this Agreement or the Loan and Security Agreement.

5. AFTER-ACQUIRED PATENTS AND TRADEMARKS.

5.1 After-Acquired Patents and Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, either of the Borrowers shall obtain any right, title or interest in or to any other or new Trademarks or Patents, the provisions of this Agreement shall automatically apply thereto and the Borrowers shall, on the anniversary date of this Agreement, provide to Lender notice thereof in writing and execute and deliver to Lender such documents or instruments as Lender may reasonably request further to implement, preserve or evidence Lender's interest therein.

5.2 Amendment to Schedule. The Borrowers authorize Lender to modify this Agreement and the Assignment of Patents and Trademarks, without the necessity of the Borrowers' further approval or signature, by amending Schedule A and Schedule B hereto and the Annex to the Assignment of Patents and Trademarks to include any future or other Trademarks or Patents under Section 2 or Section 5 hereof.

6. PATENT AND TRADEMARK PROSECUTION.

6.1 Borrowers Responsible. Each of the Borrowers shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Patents and Trademarks, and shall hold Lender harmless from any and all costs, damages, liabilities and expenses that may be incurred by Lender in connection with the Lender's interest in the Trademarks or Patents or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby.

6.2 Borrowers' Duties, etc. Each of the Borrowers shall have the right and the duty to prosecute diligently before the United States Patent and Trademark Office any material applications for registration of Trademarks or Patents pending as of the date of this Agreement or thereafter, to preserve and maintain all material rights in the registered Trademarks and issued Patents, including the filing of appropriate renewal applications and other instruments to maintain in effect the registered Trademarks and issued Patents and the payment when due of all renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue

with respect to such registered Trademarks and issued Patents. Any expenses incurred in connection with such applications and actions shall be borne solely by the Borrowers. The Borrowers shall not intentionally abandon any material filed application for a Trademark or Patent, or any material registered Trademark or material issued Patent, without the consent of Lender, which consent shall not be unreasonably withheld.

6.3 Borrowers' Enforcement Rights. Subject to the requirements of Section 6.4 below, the Borrowers shall have the right but not the obligation to bring suit or other action in the Borrowers' own names to maintain and enforce the Patents and Trademarks. The Borrowers may request that Lender join in such suit or action as necessary to assure the Borrowers' ability to bring and maintain any such suit or action in any proper forum, but Lender may decline to so join if it is not completely satisfied that such joinder will not subject Lender to any risk of liability. To the fullest extent permitted under applicable law, each of the Borrowers shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including reasonable legal fees, incurred by Lender pursuant to this Section 6.3.

6.4 Protection of Patents and Trademarks. In general, the Borrowers shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be commercially reasonable in the reasonable business judgment of the Borrowers to properly maintain, protect, preserve, care for and enforce the Patents and Trademarks except where a failure to do so would have no material adverse effect on the business, assets or financial condition of the Borrowers. Each of the Borrowers shall not take or fail to take any action, or permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Patents and Trademarks except where a failure to do so would have no material adverse effect on the business, assets or financial condition of such Borrower individually or the Borrowers collectively.

6.5 Notification by Borrowers. Promptly upon obtaining knowledge thereof, the Borrowers will notify Lender in writing of the institution of, or any final adverse determination in, any proceeding in the United States Patent and Trademark Office or any similar office or agency of the United States, or any court, regarding the validity of any Trademarks or Patents material to the conduct of the business either of the Borrowers or of either of the Borrower's right, title or interest in and to such Trademarks or Patents, and of any event that does or reasonably could materially adversely affect the value of any of the Trademarks or Patents, the ability of either of the Borrowers or Lender to dispose of any of the Trademarks or Patents or the rights and remedies of Lender in relation thereto (including but not limited to the levy of any legal process against any of the Trademarks or Patents).

7. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, Lender shall have, in addition to all other rights and remedies given it by this Agreement (including, without limitation, those set forth in Section 2.2) those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code, and, without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Borrowers, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize

upon the whole or from time to time any part of the Trademarks or Patents, or any interest that either of the Borrowers may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks or Patents all expenses incurred by Lender in attempting to enforce this Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Loan and Security Agreement. Notice of any sale, license or other disposition of the Trademarks or Patents shall be given to the Borrowers at least ten (10) days before the time that any intended public sale or other public disposition of the Trademarks or Patents is to be made or after which any private sale or other private disposition of the Trademarks or Patents may be made, which the Borrowers hereby agree shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, Lender may, to the extent permitted under applicable law, purchase or license the whole or any part of the Trademarks or Patents or interests therein sold, licensed or otherwise disposed of. Lender covenants that no action taken pursuant to this Section 7 will colorably constitute an assignment of any trademark without its associated goodwill or a license of any trademark without sufficient quality control.

8. COLLATERAL PROTECTION.

If either of the Borrowers shall fail to do any act that they have covenanted to do hereunder, or if any representation or warranty of either of the Borrowers shall be breached, Lender, in its own name or that of either of the Borrowers (in the sole discretion of Lender), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and each of the Borrowers agrees to promptly reimburse Lender for any reasonable cost or expense incurred by Lender in so doing.

9. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, each of the Borrowers does hereby make, constitute and appoint Lender (and any officer or agent of Lender as Lender may select in its exclusive discretion) as its true and lawful attorney-in-fact, with full power of substitution and with the power to endorse such Borrower's name on all applications, documents, papers and instruments necessary for Lender to use and exploit the Patents and Trademarks, including, without limitation, on the Assignment of Patents and Trademarks attached as Exhibit 1 hereto, or to grant or issue any exclusive or non-exclusive license of any of the Trademarks or Patents to any third person, or to take any and all actions necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of any of the Trademarks or Patents or any interest of such Borrower therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that such Borrower is obligated to execute and do hereunder. The Borrowers hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof and release Lender from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by Lender under this power of attorney, specifically including Lender's negligence (except for Lender's gross negligence or willful misconduct.) This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement. Lender covenants that no action taken pursuant to this Section 9 will colorably constitute an assignment of any trademark without its associated goodwill or a license of any trademark without sufficient quality control.

10. FURTHER ASSURANCES.

The Borrowers shall, at any time and from time to time, and at their expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as Lender may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Agreement, or to assure and confirm to Lender the grant, perfection and priority of Lender's security interest in the Patents and Trademarks.

11. TERMINATION.

At such time as all of the Obligations have been indefeasibly paid and satisfied in full, this-Agreement shall terminate and Lender shall, upon the written request and at the expense of the Borrowers, execute and deliver to the Borrowers all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Borrowers the entire right, title and interest in and to the Patents and Trademarks previously granted, assigned, transferred and conveyed to Lender by the Borrowers pursuant to this Agreement, as fully as if this Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by Lender pursuant hereto or the Loan and Security Agreement. Lender shall execute such documents as are necessary to release any security interest in the Patents and Trademarks as recorded in the United States Patent and Trademark Office or any other location.

12. COURSE OF DEALING.

No course of dealing between either of the Borrowers and Lender, and no failure to exercise, or any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Loan and Security Agreement or any other agreement shall operate as a waiver thereof; and no single or partial exercise of any right, power or privilege hereunder or thereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable outside attorneys' fees and expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Patents and Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents and Trademarks, shall be borne and paid by the Borrowers on a joint and several basis.

14. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Borrowers hereunder shall be a debt secured by the Patents and Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Loan and Security Agreement.

15. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, LENDER DOES NOT ASSUME ANY LIABILITIES OF EITHER OF THE BORROWERS WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING SUCH BORROWER'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE TRADEMARKS OR PATENTS, OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE BORROWERS, AND EACH OF THE BORROWERS SHALL INDEMNIFY LENDER FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY LENDER WITH RESPECT TO SUCH LIABILITIES.

16. NOTICES.

All notices and other communications made or required to be given pursuant to this Agreement shall be made in accordance with the provisions of the Loan and Security Agreement.

17. AMENDMENT AND WAIVER.

This Agreement is subject to modification only by a writing specifically referencing this Agreement which is signed by Lender and the Borrowers, except as provided in Section 5.2 hereof. Lender shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by Lender. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

18. GOVERNING LAW; CONSENT TO FORUM.

The provisions of Section 11.4 of the Loan and Security Agreement regarding "Governing Law" and "Consent to Forum" shall apply to this Agreement.

19. WAIVERS BY ASSIGNOR.

The provisions of Section 11.5 of the Loan and Security Agreement regarding the "Waivers" of the Borrowers shall apply to the Borrowers under the terms of this Agreement.

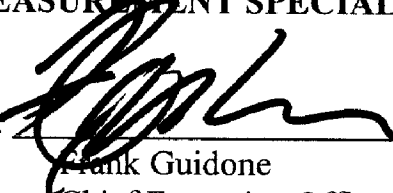
20. MISCELLANEOUS.

The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Borrowers and their respective successors and assigns, and shall inure to the benefit of Lender and its successors and assigns. In the event of any irreconcilable conflict between the provisions of this Agreement and the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Borrowers acknowledge receipt of a copy of this Agreement.

[remainder of page intentionally left blank]

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

MEASUREMENT SPECIALTIES, INC.

By: 

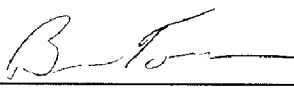
Frank Guidone
Chief Executive Officer

IC SENSORS, INC.

By: 

Frank Guidone
Chief Executive Officer

FLEET CAPITAL CORPORATION

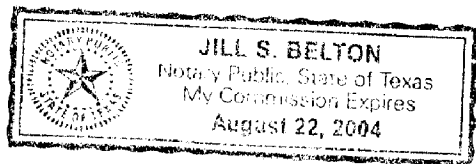
By: 

Brian Tornow
Senior Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 31st day of January, 2003, personally appeared Frank Guidone to me known personally, and who, being by me duly sworn, deposes and says that he is the Chief Executive Officer of **MEASUREMENT SPECIALTIES, INC.**, and that the foregoing instrument was signed on behalf of **MEASUREMENT SPECIALTIES, INC.**, by authority of its Board of Directors, and he acknowledged such instrument to be the free act and deed of said corporation.



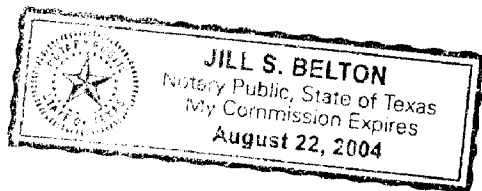
Jill S. Belton

Notary Public
My commission expires: *August 22, 2004*

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 31st day of January, 2003, personally appeared Frank Guidone to me known personally, and who, being by me duly sworn, deposes and says that he is the Chief Executive Officer of **IC SENSORS, INC.**, and that the foregoing instrument was signed on behalf of **IC SENSORS, INC.**, by authority of its Board of Directors, and he acknowledged such instrument to be the free act and deed of said corporation.



Jill S. Belton

Notary Public
My commission expires: *August 22, 2004*

SCHEDULE A

Patents

[to be attached]

SCHEDULE A
MEASUREMENT SPECIALTIES, INC.
U.S. PATENT FILE REPORT

| A | B | C | D | E | F | G | H | I | J | K |
|-------|------------|------------|-------------|------------|------|-----------|-----------|------------|---------------|-------------------------------|
| TITLE | APPLN. NO. | PATENT NO. | APPLN. DATE | GRANT DATE | CTRY | EXP. DATE | STATUS | SUB-STATUS | DM DOCKET NO. | CLIENT/DIVISION |
| 1 | | | | | | | | | | |
| 2 | | | | | USA | | DOCKETE D | | ICS-1 | MSI/IC SENSORS |
| 3 | 335185 | 5064165 | 07AP1989 | 12NO1991 | USA | 07AP2009 | GRANTED | | MSI/ICS-601 | MSI/IC SENSORS |
| 4 | 370364 | 5103667 | 22JE1989 | 14AP1992 | USA | 22JE2009 | GRANTED | | MSI/ICS-602 | MSI/IC SENSORS |
| 5 | 753607 | 5116457 | 30AU1991 | 26MY1992 | USA | 30AU2011 | GRANTED | | MSI/ICS-603 | MSI/IC SENSORS |
| 6 | 753608 | 5177579 | 30AU1991 | 05JA1993 | USA | 30AU2011 | GRANTED | | MSI/ICS-604 | MSI/IC SENSORS |
| 7 | 753194 | 5209118 | 30AU1991 | 11MY1993 | USA | 30AU2011 | GRANTED | | MSI/ICS-605 | MSI/IC SENSORS |
| 8 | 915792 | 5253510 | 17JL1992 | 19OC1993 | USA | 12MR2011 | GRANTED | | MSI/ICS-606 | MSI/IC SENSORS |
| 9 | 286251 | 5479096 | 08AU1994 | 26DE1995 | USA | 08AU2014 | GRANTED | | MSI/UCAS-2 | MSI/INDUSTRIAL SENSORS |
| 10 | 07/180154 | 4832142 | 11AP1988 | 23MY1989 | USA | 11AP2008 | GRANTED | | MSI-1 | MEASUREMENT SPECIALTIES, INC. |
| 11 | 29/065069 | D390140 | 21JA1997 | 03FE1998 | USA | 03FE2012 | GRANTED | | MSI-10 | MEASUREMENT SPECIALTIES, INC. |
| 12 | 29/116851 | D444090 | 11JA2000 | 26JE2001 | USA | 26JE2015 | GRANTED | | MSI-100 | MEASUREMENT SPECIALTIES, INC. |
| 13 | 29/117072 | D444403 | 14JA2000 | 03JL2001 | USA | 03JL2015 | GRANTED | | MSI-101 | MEASUREMENT SPECIALTIES, INC. |
| 14 | 29/121022 | D440894 | 30MR2000 | 24AP2001 | USA | 24AP2015 | GRANTED | | MSI-102 | MEASUREMENT SPECIALTIES, INC. |
| 15 | 29/121021 | D440893 | 30MR2000 | 24AP2001 | USA | 24AP2015 | GRANTED | | MSI-103 | MEASUREMENT SPECIALTIES, INC. |
| 16 | 29/121023 | D441674 | 30MR2000 | 08MY2001 | USA | 08MY2015 | GRANTED | | MSI-104 | MEASUREMENT SPECIALTIES, INC. |
| 17 | 29/121042 | D440895 | 30MR2000 | 24AP2001 | USA | 24AP2015 | GRANTED | | MSI-105 | MEASUREMENT SPECIALTIES, INC. |

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MEASUREMENT SPECIALTIES, INC.
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| TITLE | APPLN. NO. | PATENT NO. | APPLN. DATE | GRANT DATE | CTRY | EXP. DATE | STATUS | SUB-STATUS | DM DOCKET NO. | CLIENT/DIVISION |
| 1 | | | | | | | | | | |
| CYLINDRICAL TRANSDUCER APPARATUS | 09/566612 | 6411014 | 09MY2000 | 25JE2002 | USA | 09MY2020 | GRANTED | | MSI-107 | MEASUREMENT SPECIALTIES, INC. |
| CYLINDRICAL TRANSDUCER APPARATUS | 10/026008 | | 21DE2001 | | USA | | FILED | | MSI-107 CIP | MEASUREMENT SPECIALTIES, INC. |
| COMPACT TIRE PRESSURE GAUGE MULTIPLE PIEZOELECTRIC TRANSDUCER ARRAY | 29/085428 | D409931 | 23MR1998 | 18MY1999 | USA | 18MY2013 | GRANTED | | MSI-111 | MEASUREMENT SPECIALTIES, INC. |
| ORNAMENTAL DESIGN FOR A PRESSURE GAUGE | 09/567385 | 6411015 | 09MY2000 | 25JE2002 | USA | 09MY2020 | GRANTED | | MSI-110 | MEASUREMENT SPECIALTIES, INC. |
| PRESSURE GAUGE | 29/131534 | D450257 | 24OC2000 | 13NO2001 | USA | 13NO2015 | GRANTED | PENDING | MSI-117 | MEASUREMENT SPECIALTIES, INC. |
| PRESSURE GAUGE | 29/132080 | D447970 | 01NO2000 | 18SE2001 | USA | 18SE2015 | GRANTED | | MSI-118 | MEASUREMENT SPECIALTIES, INC. |
| DESIGN FOR A COMBINED TRANSMITTER AND RECEIVER FOR A VEHICLE PARKING INDICATOR SENSOR | 29/132054 | D447714 | 01NO2000 | 11SE2001 | USA | 11SE2015 | GRANTED | | MSI-119 | MEASUREMENT SPECIALTIES, INC. |
| DELUXE TIRE PRESSURE GAUGE METHOD AND APPARATUS FOR PARKING A VEHICLE | 29/085429 | D409509 | 23MR1998 | 11MY1999 | USA | 11MY2013 | GRANTED | | MSI-12 | MEASUREMENT SPECIALTIES, INC. |
| APPARATUS AND METHODS FOR PARKING A VEHICLE USING POSITION DETECTION SENSOR | 09/182478 | 6163253 | 30OC1998 | 19DE2000 | USA | 30OC2018 | GRANTED | | MSI-120 EXETER | MEASUREMENT SPECIALTIES, INC. |
| APPARATUS AND METHODS FOR PARKING A VEHICLE USING POSITION DETECTION SENSORS | 08/958082 | 5945907 | 27OC1997 | 31AU1999 | USA | 27OC2017 | GRANTED | | MSI-121 EXETER | MEASUREMENT SPECIALTIES, INC. |
| A VEHICLE PARKING SENSOR AND INDICATOR | 29/078472 | D400115 | 27OC1997 | 27OC1998 | USA | 27OC2012 | GRANTED | | MSI-122 EXETER | MEASUREMENT SPECIALTIES, INC. |
| COMBINED TRANSMITTER AND RECEIVER FOR A VEHICLE PARKING INDICATOR SYSTEM | 29/132079 | D463749 | 01NO2000 | 01OC2002 | USA | 01OC2016 | GRANTED | ISSUED | MSI-124 | MEASUREMENT SPECIALTIES, INC. |
| STREAMLINED PRESSURE GAUGE VEHICLE PARKING INDICATOR SENSOR | 29/132078 | D455666 | 01NO2000 | 16AP2002 | USA | 16AP2016 | GRANTED | | MSI-125 | MEASUREMENT SPECIALTIES, INC. |
| VEHICLE PARKING INDICATOR SENSOR | 29/132061 | D454807 | 01NO2000 | 26MR2002 | USA | 26MR2016 | GRANTED | | MSI-126 | MSI/COMMERCIAL PRODUCTS |
| VEHICLE PARKING INDICATOR SENSOR | 29/132081 | D449010 | 01NO2000 | 09OC2001 | USA | 09OC2015 | GRANTED | PENDING | MSI-127 | MEASUREMENT SPECIALTIES, INC. |
| PRESSURE GAUGE WITH LIGHT ILLUMINATING COLLAR | | | | | USA | | DOCKETE D | | MSI-128 | MSI/COMMERCIAL PRODUCTS |

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| 1 | | | | | | | | | | |
| DUAL DISPLAY WEIGHT MEASURING APPARATUS | 10/096303 | | 28FE2002 | | USA | | FILED | | MSI-129 | MEASUREMENT SPECIALTIES, INC. |
| LOAD CELL WITH BOSSSED SENSOR PLATE FOR AN ELECTRICAL WEIGHING SCALE | 09/146890 | 6417466 | 03SE1998 | 09JUL2002 | USA | 03SE2018 | GRANTED | ISSUED | MSI-13 | MEASUREMENT SPECIALTIES, INC. |
| CABLE SENSOR PROTECTIVE HOUSING FOR ULTRASONIC TRANSDUCER | 09/091190 | | 15NO2001 | | USA | 15NO2002 | FILED | ALLOWED | MSI-130 | MEASUREMENT SPECIALTIES, INC. |
| ULTRASONIC PEN USING CONICAL REFLECTOR WITH OMNI-DIRECTIONALITY | 10/ | | 22JA2003 | | USA | | FILED | | MSI-131 | MSI/PIEZO SENSORS |
| METHOD AND APPARATUS FOR CONTROLLING BEAM ANGLE OF AN ULTRASONIC TRANSDUCER | 60/429119 | | 26NO2002 | | USA | 26NO2003 | FILED | | MSI-135 | MEASUREMENT SPECIALTIES, INC. |
| BATHROOM SCALE | 29/135537 | D451835 | 12JA2001 | 11DE2001 | USA | 11DE2015 | GRANTED | | MSI-136 | MEASUREMENT SPECIALTIES, INC. |
| BATHROOM SCALE | 29/135540 | D449552 | 12JA2001 | 23OC2001 | USA | 23OC2015 | GRANTED | | MSI-137 | MEASUREMENT SPECIALTIES, INC. |
| BATHROOM SCALE | 29/135538 | D450003 | 12JA2001 | 06NO2001 | USA | 06NO2015 | GRANTED | | MSI-138 | MEASUREMENT SPECIALTIES, INC. |
| BATHROOM SCALE | 29/135539 | D450258 | 12JA2001 | 13NO2001 | USA | 13NO2015 | GRANTED | | MSI-139 | MEASUREMENT SPECIALTIES, INC. |
| BATHROOM SCALE | 29/135569 | D450259 | 12JA2001 | 13NO2001 | USA | 13NO2015 | GRANTED | | MSI-140 | MEASUREMENT SPECIALTIES, INC. |
| BATHROOM SCALE | 29/135567 | D450004 | 12JA2001 | 06NO2001 | USA | 06NO2015 | GRANTED | | MSI-141 | MEASUREMENT SPECIALTIES, INC. |
| MULTIPLE SEGMENT PVDF CYLINDRICAL DEVICE WITH BEAM FORMER AT END | | | | | USA | | DOCKETE D | | MSI-160 | MEASUREMENT SPECIALTIES, INC. |
| EMBEDDED ULTRASONIC TRANSDUCER FOR PORTABLE E SENSOR ASSEMBLY WITH LEAD ATTACHMENT | 60/396954 | | 18JUL2002 | | USA | 18JUL2003 | FILED | | MSI-166PA/PB | MSI/PIEZO SENSORS |
| TIRE PRESSURE GAUGE (MS-4010) | 29/149364 | D459257 | 09OC2001 | 25JE2002 | USA | 25JE2016 | GRANTED | | MSI-174 | MSI/COMMERCIAL PRODUCTS |
| TIRE PRESSURE GAUGE (MS 4430) | 29/149346 | D459668 | 09OC2001 | 02JUL2002 | USA | 02JUL2016 | GRANTED | ISSUED | MSI-175 | MSI/COMMERCIAL PRODUCTS |

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| 1 | | | | | | | | | | |
| 52 | 29/149213 | D462627 | 09OCT2001 | 10SE2002 | USA | 10SE2016 | GRANTED | | MSI-176 | MSI/COMMERCIAL PRODUCTS |
| 53 | 10/212557 | | 05AU2002 | | USA | | FILED | | MSI-179 | MEASUREMENT SPECIALTIES, INC. |
| 54 | 29/100390 | D418439 | 10FE1999 | 04JA2000 | USA | 04JA2014 | GRANTED | | MSI-18 | MEASUREMENT SPECIALTIES, INC. |
| 55 | 10/213289 | | 06AU2002 | | USA | 06AU2002 | FILED | | MSI-186 | MEASUREMENT SPECIALTIES, INC. |
| 56 | 09/359012 | | 22JUL1999 | | USA | | FILED | | MSI-19 | MEASUREMENT SPECIALTIES, INC. |
| 57 | 335744 | 5014793 | 10AP1989 | 14MY1991 | USA | 10AP2009 | GRANTED | | MSI-2 | MEASUREMENT SPECIALTIES, INC. |
| 58 | | | | | USA | | DOCKETE D | | MSI-20 | MEASUREMENT SPECIALTIES, INC. |
| 59 | 09/011049 | 6246224 | 08AU1996 | 12JE2001 | USA | 08AU2016 | GRANTED | | MSI-205 | MEASUREMENT SPECIALTIES, INC. |
| 60 | 29/100389 | D425806 | 10FE1999 | 30MY2000 | USA | 30MY2014 | GRANTED | | MSI-21 | MEASUREMENT SPECIALTIES, INC. |
| 61 | 159350 | 5452612 | 30NO1993 | 26SE1995 | USA | 30NO2013 | GRANTED | | MSI-213 | MEASUREMENT SPECIALTIES, INC. |
| 62 | 29/100386 | D418766 | 10FE1999 | 11JA2000 | USA | 11JA2014 | GRANTED | | MSI-22 | MEASUREMENT SPECIALTIES, INC. |
| 63 | 29/100387 | D419472 | 10FE1999 | 25JA2000 | USA | 25JA2014 | GRANTED | | MSI-23 | MEASUREMENT SPECIALTIES, INC. |
| 64 | 29/100388 | D417852 | 10FE1999 | 21DE1999 | USA | 21DE2013 | GRANTED | | MSI-24 | MEASUREMENT SPECIALTIES, INC. |
| 65 | 207744 | 4975889 | 16JE1988 | 04DE1990 | USA | 16JE2008 | GRANTED | | MSI-250 | MEASUREMENT SPECIALTIES, INC. |
| 66 | 09/529771 | | 19AP2000 | | USA | | FILED | PENDING | MSI-27 | MEASUREMENT SPECIALTIES, INC. |
| 67 | 09/922111 | | 03AU2001 | | USA | | FILED | | MSI-28 DIV | MEASUREMENT SPECIALTIES, INC. |

SCHEDULE A
MEASUREMENT SPECIALTIES, INC.
U.S. PATENT FILE REPORT

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| TITLE | APPLN. NO. | PATENT NO. | APPLN. DATE | GRANT DATE | CTRY | EXP. DATE | STATUS | SUB-STATUS | DM DOCKET NO. | CLIENT/DIVISION |
| 1 | | | | | | | | | | |
| RECALL MECHANISM FOR A PRESSURE GAUGE BODY FAT SCALE HAVING TRANSPARENT ELECTRODES WEIGHING SCALE IDENTIFYING OPTIMAL USER POSITION AND METHOD THEREOF | 60/419261 60/426452 60/426142 | | 17OC2002 14NO2002 14NO2002 | | USA USA USA | 17OC2003 14NO2003 14NO2003 | FILED FILED FILED | | MSI-300P MSI-301 MSI-302 | MSI/COMMERCIAL PRODUCTS MEASUREMENT SPECIALTIES, INC. MEASUREMENT SPECIALTIES, INC. |
| PIEZOELECTRIC POLYMER KEYBOARD APPARATUS | 06/738710 | 4633123 | 29MY1985 | 30DE1986 | USA | 29MY2005 | GRANTED | | MSI-35 | MEASUREMENT SPECIALTIES, INC. |
| MEANS FOR ELECTRICALLY CONNECTING ELECTRODES ON DIFFERENT SURFACES OF PIEZOELECTRIC POLYMERIC FILMS | 745986 | 4633122 | 18JE1985 | 30DE1986 | USA | 18JE2005 | GRANTED | | MSI-37 | MEASUREMENT SPECIALTIES, INC. |
| ELECTRICAL WEIGHING SCALE | 08/968918 | 5886302 | 06NO1997 | 23MR1999 | USA | 08FE2015 | GRANTED | | MSI-4 FWC | MEASUREMENT SPECIALTIES, INC. |
| LOAD CELL FOR AN ELECTRICAL WEIGHING SCALE | 08/641624 | 5929391 | 02MY1996 | 27JL1999 | USA | 02MY2016 | GRANTED | | MSI-5 CPA | MEASUREMENT SPECIALTIES, INC. |
| ACOUSTIC TRANSDUCER | 08/614769 | | 01MR1996 | | USA | | FILED | | MSI-54 | MEASUREMENT SPECIALTIES, INC. |
| SENSOR PLATE FOR A LOAD CELL | | | | | USA | | DOCKETE D | | MSI-6 | MEASUREMENT SPECIALTIES, INC. |
| MICROMACHINING PROCESS FOR MAKING PERFECT EXTERIOR CORNER IN AN ETCHABLE SUBSTRATE | 23188 941997 | 5338400 5328559 | 25FE1993 08SE1993 | 16AU1994 12JL1994 | USA USA | 25FE2013 08SE2013 | GRANTED GRANTED | | MSI-608 MSI-609 | MSI/IC SENSORS MEASUREMENT SPECIALTIES, INC. |
| GROOVE WIDTH TRIMMING | | | | | | | | | | |
| BIMETALLIC DIAPHRAGM WITH SPLIT HINGE FOR MICROACTUATOR | 891354 | 5271597 | 29MY1992 | 21DE1993 | USA | 29MY2012 | GRANTED | | MSI-610 | MSI/IC SENSORS |
| SINGLE DIAPHRAGM TRANSDUCER WITH MULTIPLE SENSING ELEMENTS | 369899 | 5058435 | 22JE1989 | 22OC1991 | USA | 22JE2009 | GRANTED | | MSI-611 | MSI/IC SENSORS |
| SINGLE DIAPHRAGM TRANSDUCER WITH MULTIPLE SENSING ELEMENTS | 905219 | 5184515 | 29JE1992 | 09FE1993 | USA | 09FE2010 | GRANTED | | MSI-611 CON | MSI/IC SENSORS |
| SEMICONDUCTOR MICROACTUATOR | 370545 | 5069419 | 23JE1989 | 03DE1991 | USA | 23JE2009 | GRANTED | | MSI-613 | MSI/IC SENSORS |

SCHEDULE A
MEASUREMENT SPECIALTIES, INC.
U.S. PATENT FILE REPORT

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| 1 | | | | | | | | | | |
| VERTICALLY MOUNTED ACCELEROMETER CHIP | 189948 | 5503016 | 01FE1994 | 02AP1996 | USA | 01FE2014 | GRANTED | | MSI-614 | MSI/IC SENSORS |
| SIDE SURFACE MOUNTED ACCELEROMETER ASSEMBLY | 569402 | 5616863 | 06DE1995 | 01AP1997 | USA | 01FE2014 | GRANTED | | MSI-614 CON | MSI/IC SENSORS |
| MICROMACHINED CAPILLARY ELECTROPHORESIS DEVICE | 671428 | 5824204 | 27JE1996 | 20OC1998 | USA | 27JE2016 | GRANTED | | MSI-615 | MSI/IC SENSORS |
| PULSED THERMAL FLOW SENSOR SYSTEM | 479247 | 5533412 | 07JE1995 | 09JL1996 | USA | 07JE2015 | GRANTED | | MSI-616 | MSI/IC SENSORS |
| 87 FOOD SCALE | 29/062492 | D390796 | 15NO1996 | 17FE1998 | USA | 17FE2012 | GRANTED | | MSI-7 | MEASUREMENT SPECIALTIES, INC. |
| 88 MODULAR WEIGHING SCALE | 08/789281 | 5955705 | 28JA1997 | 21SE1999 | USA | 28JA2017 | GRANTED | | MSI-8 | MEASUREMENT SPECIALTIES, INC. |
| OMNI-DIRECTIONAL ULTRASONIC TRANSDUCER APPARATUS HAVING CONTROLLED FREQUENCY RESPONSE | 09/281398 | 6239535 | 30MR1999 | 29MY2001 | USA | 30MR2019 | GRANTED | | MSI-81 | MEASUREMENT SPECIALTIES, INC. |
| ELECTRONIC SCALE HAVING ANALOG DISPLAY | 09/360331 | 6410863 | 23JL1999 | 25JE2002 | USA | 23JL2019 | GRANTED | ISSUED | MSI-83 | MEASUREMENT SPECIALTIES, INC. |
| PIEZOELECTRIC TRANSDUCER HAVING PROTUBERANCES FOR TRANSMITTING ACOUSTIC ENERGY AND METHOD OF MAKING THE SAME | 09/537199 | 6321428 | 28MR2000 | 27NO2001 | USA | 28MR2020 | GRANTED | ISSUED | MSI-84 | MSI/PIEZO SENSORS |
| PIEZOELECTRIC TRANSDUCER HAVING PROTUBERANCES | 09/954811 | 6504289 | 17SE2001 | 07JA2003 | USA | 28MR2020 | GRANTED | | MSI-84 DIV | MSI/PIEZO SENSORS |
| APPARATUS AND METHOD FOR AN AUTOMATIC SELF-CALIBRATING SCALE | 08/757797 | 5832417 | 27NO1996 | 03NO1998 | USA | 27NO2016 | GRANTED | | MSI-9 | MEASUREMENT SPECIALTIES, INC. |
| STRAIN GAUGE BASED SENSOR WITH IMPROVED LINEARITY | 09/633177 | | 04AU2000 | | USA | | FILED | ALLOWED | MSI-90 | MEASUREMENT SPECIALTIES, INC. |
| APPARATUS AND METHOD FOR MEASURING BIOELECTRIC IMPEDANCE | 09/481584 | 6292890 | 12JA2000 | 18SE2001 | USA | 12JA2020 | GRANTED | | MSI-93 | MEASUREMENT SPECIALTIES, INC. |
| 96 ELECTRONIC SCALE | 29/116842 | D440167 | 29JA2000 | 10AP2001 | USA | 10AP2015 | GRANTED | | MSI-95 | MEASUREMENT SPECIALTIES, INC. |
| 97 V-SCALE | 29/116848 | D444724 | 11JA2000 | 10JL2001 | USA | 10JL2015 | GRANTED | | MSI-96 | MEASUREMENT SPECIALTIES, INC. |
| 98 HANDLE SCALE | 29/116845 | D444088 | 11JA2000 | 26JE2001 | USA | 26JE2015 | GRANTED | | MSI-97 | MEASUREMENT SPECIALTIES, INC. |

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MEASUREMENT SPECIALTIES, INC.
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| 1 | | | | | | | | | | |
| 99 | 29116857 | D444402 | 11JA2000 | 03JUL2001 | USA | 03JUL2015 | GRANTED | | MSI-98 | MEASUREMENT SPECIALTIES, INC. |
| 100 | 29116847 | D444089 | 11JA2000 | 26JE2001 | USA | 26JE2015 | GRANTED | | MSI-99 | MEASUREMENT SPECIALTIES, INC. |
| | | | | | | | | | | |
| 101 | 316579 | 5571961 | 30SE1994 | 05NO1996 | USA | 30SE2014 | GRANTED | | MSI-KIH-US | MEASUREMENT SPECIALTIES, INC. |
| 102 | 238895 | 5499024 | 06MY1994 | 12MR1996 | USA | 06MY2014 | GRANTED | | MSI-MAIN, FEE 11 | MEASUREMENT SPECIALTIES, INC. |
| 103 | 853584 | 4734044 | 18AP1986 | 29MR1988 | USA | 18AP2006 | GRANTED | | MSI-MAIN, FEE 13 | MEASUREMENT SPECIALTIES, INC. |
| | | | | | | | | | | |
| 104 | 567377 | 4631350 | 30DE1983 | 23DE1986 | USA | 30DE2003 | GRANTED | | MSI-MAIN, FEE 2 | MEASUREMENT SPECIALTIES, INC. |
| 105 | 700295 | 4777436 | 11FE1985 | 11OC1988 | USA | 11OC2005 | GRANTED | | MSIS-609 | MSI/INDUSTRIAL SENSORS |
| | | | | | | | | | | |
| 106 | 8639 | 4841245 | 29JA1987 | 20JE1989 | USA | 20JE2006 | GRANTED | | MSIS-610 | MSI/INDUSTRIAL SENSORS |
| 107 | 757726 | 4637265 | 22JUL1985 | 20JA1987 | USA | 22JUL2005 | GRANTED | | MSIS-611 | MSI/INDUSTRIAL SENSORS |
| | | | | | | | | | | |
| 108 | 46436 | 4851770 | 04MY1987 | 25JUL1989 | USA | 25JUL2006 | GRANTED | | MSIS-612 | MSI/INDUSTRIAL SENSORS |
| 109 | 870646 | 4644662 | 29AP1986 | 24FE1987 | USA | 03JA2005 | GRANTED | | MSIS-613 | MSI/INDUSTRIAL SENSORS |
| | | | | | | | | | | |
| 110 | 884332 | 5237753 | 18MY1992 | 24AU1993 | USA | 18MY2012 | GRANTED | | MSIS-614 | MSI/INDUSTRIAL SENSORS |
| 111 | 301964 | 4920797 | 09JA1989 | 01MY1990 | USA | 09JA2009 | GRANTED | | MSIS-615 | MSI/INDUSTRIAL SENSORS |
| | | | | | | | | | | |
| 112 | 705948 | 4606132 | 26FE1985 | 19AU1986 | USA | 26FE2005 | GRANTED | | MSIS-616 | MSI/INDUSTRIAL SENSORS |
| | | | | | | | | | | |
| 113 | 925022 | 4709224 | 06NO1986 | 24NO1987 | USA | 22NO2005 | GRANTED | | MSIS-617 | MSI/INDUSTRIAL SENSORS |
| 114 | 355014 | 5079847 | 22MY1989 | 14JA1992 | USA | 22MY2009 | GRANTED | | MSIS-618 | MSI/INDUSTRIAL SENSORS |
| 115 | 164399 | 4926174 | 04MR1988 | 15MY1990 | USA | 04MR2008 | GRANTED | | MSIS-619 | MSI/INDUSTRIAL SENSORS |
| | | | | | | | | | | |
| 116 | 696626 | 4642555 | 31JA1985 | 10FE1987 | USA | 31JA2005 | GRANTED | | MSIS-620 | MSI/INDUSTRIAL SENSORS |
| | | | | | | | | | | |
| 117 | 577161 | 4580478 | 06FE1984 | 08AP1986 | USA | 06FE2004 | GRANTED | | MSIS-621 | MSI/INDUSTRIAL SENSORS |
| | | | | | | | | | | |
| 118 | 775593 | 5180986 | 15OC1991 | 19JA1993 | USA | 19JA2010 | GRANTED | | MSIS-622 | MSI/INDUSTRIAL SENSORS |

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MEASUREMENT SPECIALTIES, INC.
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| A | B | C | D | E | F | G | H | I | J | K |
|---|------------|------------|-------------|------------|------|-----------|---------|------------|---------------|------------------------|
| TITLE | APPLN. NO. | PATENT NO. | APPLN. DATE | GRANT DATE | CTRY | EXP. DATE | STATUS | SUB-STATUS | DM DOCKET NO. | CLIENT/DIVISION |
| 1 | | | | | | | | | | |
| DISPLACEMENT SENSOR HAVING MULTIPLEXED DUAL TANK CIRCUITS | 821982 | 4663589 | 29JA1986 | 05MY1987 | USA | 11FE2005 | GRANTED | | MSIS-623 | MSI/INDUSTRIAL SENSORS |
| 119 | 840935 | 4838139 | 18MR1986 | 13JE1989 | USA | 13JE2006 | GRANTED | | MSIS-624 | MSI/INDUSTRIAL SENSORS |
| 120 | | | | | | | | | | |
| FREQUENCY-TO-VOLTAGE CONVERTER | 40878 | 4816704 | 21A P1987 | 28MR1989 | USA | 21AP2007 | GRANTED | | MSIS-626 | MSI/INDUSTRIAL SENSORS |
| 121 | | | | | | | | | | |
| MODULAR NON-CONTACTING POSITION SENSOR | 10/264292 | | 03OC2002 | | USA | | FILED | | MSIS-627 | MSI/INDUSTRIAL SENSORS |
| 122 | | | | | | | | | | |

SCHEDULE A
MEASUREMENT SPECIALTIES, INC.
ACTIVE FOREIGN PATENT FILES

| A | B | C | D | E | F | G | H | I | J |
|-------|--------------------|------------|-------------|------------|---------|-----------|---------|----------------|-------------------------------|
| TITLE | APPLN. NO. | PATENT NO. | APPLN. DATE | GRANT DATE | CTRY | EXP. DATE | STATUS | DM DOCKET NO. | CLIENT/DIVISION |
| 1 | | | | | | | | | |
| 2 | 2001-1020 | 96685 | 23AP2001 | 21AU2002 | Canada | 21AU2012 | GRANTED | MSI-117 CA | INC. |
| 3 | 2001-1021 | | 23AP2001 | | Canada | | FILED | MSI-118 CA | INC. |
| 4 | 2001-1022 | | 23AP2001 | | Canada | | FILED | MSI-119 CA | MEASUREMENT SPECIALTIES, INC. |
| 5 | 98914477.9 | | 03AP1998 | | EPO | | FILED | MSI-121 EXE EP | MEASUREMENT SPECIALTIES, INC. |
| 6 | 2001-1023 | | 23AP2001 | | Canada | | FILED | MSI-124 CA | MEASUREMENT SPECIALTIES, INC. |
| 7 | 96689 | | 23AP2001 | | Canada | | FILED | MSI-125 CA | INC. |
| 8 | 2001-1025 | | 23AP2001 | | Canada | | FILED | MSI-126 CA | MEASUREMENT SPECIALTIES, INC. |
| 9 | 2001-1026 | | 23AP2001 | | Canada | | FILED | MSI-127 CA | MEASUREMENT SPECIALTIES, INC. |
| 10 | 99410107.9 | | 02SE1999 | | EPO | | FILED | MSI-13 EP | MEASUREMENT SPECIALTIES, INC. |
| 11 | PCT/US01/44 960 | | 15NO2001 | | PCT | | FILED | MSI-130 PCT | MEASUREMENT SPECIALTIES, INC. |
| 12 | PCT/US02/24 819 | | 05AU2002 | | PCT | | FILED | MSI-179 PCT | MEASUREMENT SPECIALTIES, INC. |
| 13 | PCT/US02/24 767 | | 06AU2002 | | PCT | | FILED | MSI-186 PCT | MEASUREMENT SPECIALTIES, INC. |
| 14 | 2380310 | | 21JL2000 | | Canada | | FILED | MSI-19 CA | MEASUREMENT SPECIALTIES, INC. |
| 15 | 950526.4 | | 21JL2000 | | EPO | | FILED | MSI-19 EP | MSI/COMMERCIAL PRODUCTS |
| 16 | 22337787 | | 29JE1998 | | Canada | | FILED | MSI-27 CA | INC. |
| 17 | 98925886.8 | 1007371 | 29JE1998 | 29JE1998 | Germany | 29JE2018 | GRANTED | MSI-27 DE | INC. |
| 18 | 98925886.8 | 1007371 | 29JE1998 | 29JE1998 | EPO | 29JE2018 | GRANTED | MSI-27 EP | INC. |
| 19 | 98925886.8 | 1007371 | 29JE1998 | 29JE1998 | France | 29JE2018 | GRANTED | MSI-27 FR | INC. |

TRADEMARK

REEL: 002702 FRAME: 0743

SCHEDULE A
MEASUREMENT SPECIALTIES, INC.
ACTIVE FOREIGN PATENT FILES

| A | B | C | D | E | F | G | H | I | J |
|-------|----------------|------------|-------------|------------|---------------|-----------|----------|---------------|-------------------------------|
| TITLE | APPLN. NO. | PATENT NO. | APPLN. DATE | GRANT DATE | CTRY | EXP. DATE | STATUS | DM DOCKET NO. | CLIENT/DIVISION |
| 1 | | | | | | | | | |
| 20 | 98925886.8 | 1007371 | 29JUE1998 | 29JUE1998 | Great Britain | 29JUE2018 | GRANTED | MSI-27 GB | MEASUREMENT SPECIALTIES, INC. |
| 21 | 98925886.8 | 1007371 | 29JUE1998 | 29JUE1998 | Ireland | 29JUE2018 | GRANTED | MSI-27 IE | INC. |
| 22 | 98925886.8 | 1007371 | 29JUE1998 | 29JUE1998 | Italy | 29JUE2018 | GRANTED | MSI-27 IT | INC. |
| 23 | 5-502719 | | 25JA1994 | | Japan | | FILED | MSI-29 JP | INC. |
| 24 | 95-5745 | | 20MR1995 | | Korea South | | FILED | MSI-30 KR | MEASUREMENT SPECIALTIES, INC. |
| 25 | 3,84949E+15 | 1178694 | 01SE1981 | 19AU1984 | Canada | 01SE2001 | GRANTED | MSI-33 CA | MEASUREMENT SPECIALTIES, INC. |
| 26 | 8-079575 | | 07MR1996 | | Japan | | FILED | MSI-54 JP | INC. |
| 27 | 5846/1996 | | 06MR1996 | | Korea South | | FILED | MSI-54 KR | MEASUREMENT SPECIALTIES, INC. |
| 28 | TO97A000348 | | 23AP1997 | | Italy | | FILED | MSI-57 IT | MEASUREMENT SPECIALTIES, INC. |
| 29 | 106391 | P-50942 | 29FE1996 | 29FE1996 | Japan | 29FE2016 | GRANTED | MSI-59 JP | MEASUREMENT SPECIALTIES, INC. |
| 30 | 9-152885 | P-51124 | 27MY1997 | 27MY1997 | Japan | 27MY2017 | GRANTED | MSI-60 JP | MEASUREMENT SPECIALTIES, INC. |
| 31 | 98902657 | | 22JA1998 | | EPO | | FILED | MSI-8 EP | INC. |
| 32 | 2380230 | | 29MR2000 | | Canada | | FILED | MSI-83 CA | MEASUREMENT SPECIALTIES, INC. |
| 33 | 918485.4 | | 29MR2000 | | EPO | | FILED | MSI-83 EP | MSI/COMMERCIAL PRODUCTS |
| 34 | 9726960.9 | 2332645 | 19DE1997 | 29AU2001 | Great Britain | 19DE2017 | GRANTED | MSI-85 GB | MEASUREMENT SPECIALTIES, INC. |
| 35 | 2001-551380 | | 29MR2000 | | Japan | | FILED | MSI-93 JP | MEASUREMENT SPECIALTIES, INC. |
| 36 | PCT/US00/08269 | | 29MR2000 | | PCT | | FILED | MSI-93 PCT | MEASUREMENT SPECIALTIES, INC. |
| 37 | 9726960.9 | | | | Great Britain | | DOCKETED | MSI-94 GB | MEASUREMENT SPECIALTIES, INC. |

TRADEMARK

REEL: 002702 FRAME: 0744

SCHEDULE A
MEASUREMENT SPECIALTIES, INC.
ACTIVE FOREIGN PATENT FILES

| A | B | C | D | E | F | G | H | I | J |
|-------|-------------|-------------|-------------|------------|---------------|-----------|---------|---------------|-------------------------------|
| TITLE | APPLN. NO. | PATENT NO. | APPLN. DATE | GRANT DATE | CTRY | EXP. DATE | STATUS | DM DOCKET NO. | CLIENT/DIVISION |
| 1 | | | | | | | | | |
| 38 | 94011350.4 | 646777 | 30AU1994 | 18FE1998 | Austria | 30AU2014 | GRANTED | MSI-KIH-AT | MEASUREMENT SPECIALTIES, INC. |
| 39 | 2132060 | | 14SE1994 | | Canada | | FILED | MSI-KIH-CA | MEASUREMENT SPECIALTIES, INC. |
| 40 | P 4333532.2 | G 9321447.2 | 01OC1993 | 20MY1998 | Germany | 01OC2003 | GRANTED | MSI-KIH-DE-1 | MEASUREMENT SPECIALTIES, INC. |
| 41 | 94011350.4 | 646777 | 30AU1994 | 18FE1998 | Germany | 30AU2014 | GRANTED | MSI-KIH-DE-2 | MEASUREMENT SPECIALTIES, INC. |
| 42 | 94011350.4 | 646777 | 30AU1994 | 18FE1998 | EPO | 30AU2014 | GRANTED | MSI-KIH-EP | MEASUREMENT SPECIALTIES, INC. |
| 43 | 94011350.4 | 646777 | 30AU1994 | 18FE1998 | Spain | 30AU2014 | GRANTED | MSI-KIH-ES | MEASUREMENT SPECIALTIES, INC. |
| 44 | 94011350.4 | 646777 | 30AU1994 | 18FE1998 | France | 30AU2014 | GRANTED | MSI-KIH-FR | MEASUREMENT SPECIALTIES, INC. |
| | 94011350.4 | 646777 | 30AU1994 | 18FE1998 | Great Britain | 30AU2014 | GRANTED | MSI-KIH-GB | MEASUREMENT SPECIALTIES, INC. |
| | 94011350.4 | 646777 | 30AU1994 | 18FE1998 | Italy | 30AU2014 | GRANTED | MSI-KIH-IT | MEASUREMENT SPECIALTIES, INC. |

TRADEMARK

REEL: 002702 FRAME: 0745

SCHEDULE A
MEASUREMENT SPECIALTIES, INC.
ACTIVE FOREIGN PATENT FILES

| A | B | C | D | E | F | G | H | I | J |
|---|----------------|------------|-------------|------------|---------------|-----------|---------|---------------|-------------------------------|
| TITLE | APPLN. NO. | PATENT NO. | APPLN. DATE | GRANT DATE | CTRY | EXP. DATE | STATUS | DM DOCKET NO. | CLIENT/DIVISION |
| 17 WHEEL LOAD SENSOR WITH PIEZOELECTRIC MEASURING ELEMENT AND METHOD OF PRODUCING | | 2562284 | 19SE1994 | 19SE2000 | Japan | 19SE2014 | GRANTED | MSI-KIH-JP | MEASUREMENT SPECIALTIES, INC. |
| 18 CAPACITIVE GRAVITY SENSOR | 86300271 | 190832 | 16JA1986 | 16JA1986 | Great Britain | 16JA2006 | GRANTED | MSIS-613 GB | MSI/INDUSTRIAL SENSORS |
| 19 FLUID LEVEL SENSOR | 90300222.8 | 69014911.5 | 09JA1990 | 09JA1990 | Germany | 09JA2010 | GRANTED | MSIS-615 DE | MSI/INDUSTRIAL SENSORS |
| 20 DISPLACEMENT SENSOR HAVING MULTIPLEXED DUAL TANK CIRCUITS | | P3677087.6 | 10FE1986 | 10FE1986 | Germany | 10FE2006 | GRANTED | MSIS-623 DE | MSI/INDUSTRIAL SENSORS |
| 21 DISPLACEMENT SENSOR HAVING MULTIPLEXED DUAL TANK CIRCUITS | | 211901 | 10FE1986 | 10FE1986 | Great Britain | 10FE2006 | GRANTED | MSIS-623 GB | MSI/INDUSTRIAL SENSORS |
| 22 MODULAR NON-CONTACTING POSITION SENSOR | PCT/US02/31425 | | 03OC2002 | | PCT | | FILED | MSIS-627 PCT | MSI/INDUSTRIAL SENSORS |

TRADEMARK
REEL: 002702 FRAME: 0746

SCHEDULE B

Trademarks

[to be attached]

MEASUREMENT SPECIALTIES, INC. (MSI)
 TRADEMARK STATUS REPORT
 As of January 22, 2003

SCHEDULE B

CHART I: U.S. REGISTERED MARKS

| <u>MARK</u> | <u>MSI DIVISION</u> | <u>REG. NO.</u> | <u>DATE REG.</u> | <u>CL.</u> | <u>GOODS OR SERVICES</u> | <u>STATUS AND REMARKS</u> |
|----------------|---------------------|-----------------|------------------|------------|---|---|
| ACCUTAPE | Consumer | 1,555,566 | 9/12/1989 | 9 | Digital electronic distance measuring device | Sec. 8&15 filed and accepted 1995. Renewal due after 9/08. |
| ACCUTIRE | Consumer | 1,554,489 | 9/5/1989 | 9 | Digital electronic tire pressure gage | Sec. 8&15 filed and accepted 1995. Renewal due after 9/08. |
| ACCUSTAR | Schaevitz | 1,858,415 | 10/18/1994 | 9 | Apparatus for measuring heading, azimuth, force, linear position, angular orientation, strain and acceleration | Assignment from Kelsey-Hayes recorded. Sec. 8 & 15 was due 10/18/00, shows as accepted 2/24/01. Renewal 11/2003 |
| ACCUSWITCH | Schaevitz | 2,517,438 | 12/11/2001 | 9 | Electronic touch sensitive switches | Sec. 8&15 due after 12/11/06 |
| ANGLESTAR | Schaevitz | 2,547,311 | 3/12/2002 | 9 | Electronic protractors, levels, sensors and indicators for use in measuring angular orientation; and components and parts thereof | Sec. 8&15 due after 3/12/07 |
| BRASS LINGUINI | Schaevitz | 2,105,338 | 10/14/1997 | 9 | Piezoelectric sensors | Assignment from AMP recorded. Sec 8&15 due after 10/02. |
| GENESIS | Schaevitz | 2,325,762 | 03/07/2000 | 9 | Electric and electronic instruments, namely, pressure transducers and pressure sensors | Assignment from TRW recorded. Reg Cert received 5/16/02. Sec 8 & 15 due after 3/05. |
| PARK-ZONE | Consumer | 2,270,998 | 8/17/1999 | 9 | Electronic sensors for parking vehicles, namely, electronic sensors for positioning vehicles in a garage, driveway or roadway | Assignment from Exeter recorded. Sec. 8&15 due after 8/04. |
| RSYN | Schaevitz | 1,494,954 | 7/5/1988 | 9 | Rotary transducers, namely; rotary variable differential transformers used to indicate, measure, and/or control rotary/angular position | Assignment from TRW recorded. Sec 8 & 15 accepted and acknowledged. Renew after 7/07 |
| SENSOR DISC | Valley Forge | 1,996,282 | 8/20/1996 | 9 | Weighing assembly, namely, a piezoresistive transducer module sold as an integral component of an electronic scale | Supplemental Register. Sec. 8 accepted 10/30/2001. Renewal due after 08/05 |

MEASUREMENT SPECIALTIES, INC. (MSI)
TRADEMARK STATUS REPORT

As of January 22, 2003

| <u>MARK</u> | <u>MSI DIVISION</u> | <u>REG. NO.</u> | <u>DATE REG.</u> | <u>CL.</u> | <u>GOODS OR SERVICES</u> | <u>STATUS AND REMARKS</u> |
|------------------------------|---------------------|-----------------|------------------|------------|---|---|
| SCHAEVITZ | Schaevitz | 791,361 | 6/22/1965 | 9 | Accelerators and transducers- namely, differential transformers, accelerometers, pressure pick-offs, tension and compression cells, thrust meters, gauges, dynamometers, micrometers, and associated electronic equipment | Assignment from TRW recorded. Sec 8 & 15 accepted and acknowledged. Renewed 1985. Next renewal due after 6/04 |
| SHOCKWRITER | Valley Forge | 1,766,610 | 4/20/1993 | 9 | Accelerometer to measure shock to goods in transit | Sec. 8&15 accepted 11/5/2001. Renewal due after 4/20/2002 - not to be filed - per JMallon 6/2002 |
| SHOCKWRITER | Valley Forge | 2,510,163 | 11/20/2001 | 9 | Accelerometer to measure shock to goods in transit | No Section 8 to be filed? Due 12/2006 |
| THINNER (digital design) | Consumer | 1,482,173 | 3/29/1988 | 9 | Electronic scale | Sec. 8&15 filed and accepted. Renewal due after 3/07. |
| THINNER (word mark) | Consumer | 2,473,340 | 7/31/2001 | 9 | Scales | Sec 8&15 due after 8/2006 |
| THINNER (fat to slim design) | Consumer | 2,484,799 | 9/4/2001 | 9 | Scales | Sec 8&15 due after 10/2006 |
| SHOCKWRITER 3000 | Valley Forge | 2,558,507 | 4/9/2002 | 9 | Accelerometer to measure shock to goods in transit | Sec 8 & 15 due after 4/2007 |
| DURALITH | Schaevitz | 2,609,496 | 8/20/2002 | 40 | Custom manufacture of electronic touch sensitive switches, panels and keypads | Sec 8 & 15 due after 9/2007 |

MEASUREMENT SPECIALTIES, INC. (MSI)
 TRADEMARK STATUS REPORT

As of January 22, 2003

CHART II: U.S. MARKS FILED AND PENDING

| <u>MARK</u> | <u>SERIAL NO.</u> | <u>DATE FILED</u> | <u>CLASS</u> | <u>DESCRIPTION OF GOODS OR SERVICES</u> | <u>STATUS AND REMARKS</u> |
|-----------------|-------------------|-------------------|--------------|---|---|
| ACCUPARK | 76/189744 | 1/4/2001 | 9 | Electronic sensors for parking vehicles, namely, electronic sensors for positioning vehicles in a garage, driveway or roadway | ITU, Suspended. |
| MIRAGE | 76/233637 | 3/30/2001 | 9 | Scales | ITU, NOA 4/23/02, ext of time filed 9/30/02, next due 4/23/03 |
| CLEAR VIEW | 76/233636 | 3/30/2001 | 9 | Scales | ITU, NOA 10/29/02, SOU due 4/29/03 |
| DURALITH | 76/271847 | 6/18/2001 | 9 | Electronic touch sensitive switches, panels and keypads | ITU, pub date 12/24/02 |
| MINI MICROFUSED | 76/278422 | 6/29/2001 | 9 | Electric and electronic instruments, namely pressure transducers and pressure sensors | ITU, NOA 8/23/2002, SOU due 2/23/03 |
| DIGINI | 78/096716 | 12/5/2001 | 9 | Wireless digitizer used for conversion of handwritten material to electronic format | ITU, NOA 10/15/02, SOU due 4/15/03 |

MEASUREMENT SPECIALTIES, INC. (MSI)
 TRADEMARK STATUS REPORT
 As of January 22, 2003

CHART III: International Registrations and Applications:

| <u>COUNTRY</u> | <u>MARK</u> | <u>RECORD OWNER</u> | <u>APP. OR REG. NO.</u> | <u>REG. DATE</u> | <u>GOODS OR SERVICES SUMMARY</u> | <u>STATUS</u> |
|----------------|-------------|------------------------|-------------------------|----------------------------------|--|---|
| Australia | PARK-ZONE | MSI | 756611 | 3/6/1998 | Electronic sensors for parking | Registered. Renewal due before 3/2008. Assignment from Exeter recorded. |
| Benelux | ACCUSTAR | Lucas Industries, Inc. | 537679 | 6/1/1994 (app date 8/27/1993) | Apparatus for measuring heading, azimuth, force, linear position, angular orientation, strain and acceleration | Recordal of assignment pending. Registered. Renewal due before 8/2003. |
| Benelux | ANGLESTAR | Lucas Industries, Inc. | 538482 | 6/1/1994 (app date 8/27/1993) | Electronic protractors, levels, sensors, and indicators for use in measuring angular orientation | Recordal of assignment pending. Registered. Renewal due before 8/2003. |
| Brazil | PARK-ZONE | MSI | 820642932 | 3/27/1998 (app) | Electronic sensors for parking | Pending. Acquired from Exeter, assignment filed Oct 2000, not yet returned as recorded |
| Canada | ACCUSTAR | MSI | 1,109,501 | 7/16/01 (app date) | Apparatus for measuring heading, azimuth, force, linear position, angular orientation, strain and acceleration | Received filing receipt, received office action, waiting for conflicting mark (not in use) to expire. |
| Canada | ANGLESTAR | MSI | TMA 445,800 | 8/4/1995 | Electronic protractors, levels, sensors, and indicators for use in measuring angular orientation | Assignment recorded. Registered. Declaration of use filed 1995. Renewal due before 8/4/2010 |
| Canada | MINCEUR | MSI | TBA | TBA | Scales (TBA) | Application newly filed |
| Canada | PARK-ZONE | MSI | TMA 536,047 | 10/30/2000 | Electronic sensors for parking | Registered. Assignment from Exeter recorded. Renewal due before 10/2015 |
| Canada | THINNER | MSI | TMA 561,542 | 5/8/2002 | Electronic and mechanical kitchen and bathroom scales | Reg. Cert received and amended. Renewal due 5/8/2017 |

MEASUREMENT SPECIALTIES, INC. (MSI)
TRADEMARK STATUS REPORT

As of January 22, 2003

| <u>COUNTRY</u> | <u>MARK</u> | <u>RECORD OWNER</u> | <u>APP. OR REG. NO.</u> | <u>REG. DATE</u> | <u>GOODS OR SERVICES SUMMARY</u> | <u>STATUS</u> |
|----------------------|-------------|------------------------|-------------------------|--|--|--|
| European Union (CTM) | ACCUSTAR | MSI | 002295152 | App filed 7/11/01; reg issued 12/12/2002 | Apparatus for weighing, signaling and controlling; apparatus and instruments for measuring heading, azimuth, force, linear position, angular orientation, strain and acceleration; components, parts and fittings for all the aforesaid goods | Registration certificate received; renew before 7/11/2011 |
| European Union (CTM) | ANGLESTAR | MSI | 002295137 | 7/11/2001 | Electronic protractors, levels, sensors, and indicators for use in measuring angular orientation | Registration fee not approved per A Watkins 12/20/2002; mark to be abandoned |
| European Union (CTM) | DURALITH | MSI | 002496461 | App filed 12/10/2001 | Electronic touch sensitive switches, panels and keypads, custom manufacture of electronic touch sensitive switches, panels and keypads | Received filing receipt |
| European Union (CTM) | PARK-ZONE | MSI | 000764498 | App filed 3/6/1998 | Electronic sensors for parking | Published and not opposed, but no reg cert is in the file. Assignment from Exeter recorded |
| European Union (CTM) | SCHAEVITZ | MSI | 002272441 | App filed 6/22/01; reg issued 12/11/2002 | Electronic sensors, accelerators and transducers, namely, differential transformers, accelerometers, inclinometers, pressure pick-offs, tension and compression cells, thrust meters, gages and gage heads, dynamometers, micro-meters, rotary position sensors, clinometers, protractors, and associated electronic equipment | Reg certificate received; renew before 6/22/2011 |
| France | ACCUSTAR | Lucas Industries, Inc. | 93481902 | 8/31/1993 | Apparatus for measuring heading, azimuth, force, linear position, angular orientation, strain and acceleration | Recordal of assignment pending. Registered. Renewal due before 8/31/2003, but probably not to be renewed if CTM reg received |
| France | ANGLESTAR | Lucas Industries, Inc. | 93484609 | 9/22/1993 | Electronic protractors, levels, sensors, and indicators for use in measuring angular orientation | Recordal of assignment pending. Registered. Renewal due before 9/22/2003. |

MEASUREMENT SPECIALTIES, INC. (MSI)
 TRADEMARK STATUS REPORT
 As of January 22, 2003

| <u>COUNTRY</u> | <u>MARK</u> | <u>RECORD OWNER</u> | <u>APP. OR REG. NO.</u> | <u>REG. DATE</u> | <u>GOODS OR SERVICES SUMMARY</u> | <u>STATUS</u> |
|----------------|-------------|------------------------|-------------------------|------------------------------------|--|--|
| Germany | ACCUSTAR | Lucas Industries, Inc. | 2093795 | 3/28/1995 (app filed 8/30/1993) | Apparatus for measuring heading, azimuth, force, linear position, angular orientation, strain and acceleration | Recordal of assignment pending; issues with standing of Lucas Industries. Registered. Renewal due before 8/30/2003; prob will not be renewed if CTM received |
| Germany | ANGLESTAR | Lucas Industries, Inc. | 2094750 | 4/12/1995 (app filed 8/30/1993) | Electronic protractors, levels, sensors, and indicators for use in measuring angular orientation | Recordal of assignment pending; issues with standing of Lucas Industries. Registered. Renewal due before 8/30/2003. |
| Israel | PARK-ZONE | MSI? | 118969 (?) | 1/5/2000 (?) | Electronic sensors for parking (?) | No other information available |
| Japan | PARK-ZONE | MSI | 4310295 | 8/27/1999 | Electric [sic] sensors for parking vehicles | Registered. Acquired from Exeter; assignment recorded. Renewal due before 8/2009 |
| South Africa | PARK-ZONE | MSI | 98/03606 | 3/6/1998 (app) | Electronic sensors for parking | Reg cert received. Renewal due 3/6/2008 |
| Sweden | ACCUSTAR | MSI | 264889 | 3/10/1995 | Apparatus for measuring heading, azimuth, force, linear position, angular orientation, strain and acceleration through the measurement of tilt | Assignment recorded. Registered. Renewal due before 3/10/2005, but prob will not be renewed if CTM received |
| Sweden | ANGLESTAR | MSI | 263434 | 1/13/1995 | Electronic protractors, levels, sensors, and indicators for use in measuring angular orientation | Assignment recorded. Registered. Renewal due before 1/13/2005. |
| U.K. | ACCUSTAR | MSI | 1546176 | 4/8/1993 | Apparatus for measuring heading, azimuth, force, linear position, angular orientation, strain and acceleration | Consent to registration was obtained from Chrysler. Assignment to MSI recorded. Next renewal due before 4/8/2010, but prob will not be renewed if CTM received |
| U.K. | ANGLESTAR | MSI | 1546174 | 4/8/1993 | Electronic protractors, levels, sensors, and indicators for use in measuring angular orientation | Assignment to MSI recorded. Next renewal due before 4/8/2010. |

MEASUREMENT SPECIALTIES, INC. (MSI)
 TRADEMARK STATUS REPORT
 As of January 22, 2003

CHART IV: ABANDONED MARKS

| <u>MARK</u> | <u>REG./SER. NO.</u> | <u>DATE ABANDONED</u> | <u>OWNER</u> | <u>GOODS OR SERVICES</u> | <u>REMARKS</u> |
|---------------------------------|----------------------|-----------------------|--|---|--|
| ANGLESTAR | US 1,813,552 | 1/2001 | MSI | Electronic protractors, levels, sensors and indicators for use in measuring angular orientation; and components and parts thereof | Note in file says Section 8 cancellation occurred prior to receipt of file by TRW. Re-registered 2002 |
| MICROFUSED | US 75/108475 | 11/1997 | MSI | Electrical sensors for measuring force | No statement of use filed. To be refiled per J Mallon. See MINIMICROFUSED |
| SHOCKWARE | US 1,815,348 | 1/2001 | MSI | Accelerometer to measure shock to goods in transit | Section 8 cancellation. Mark no longer in use |
| PILLOW TALK | US 1,566,931 | 5/1998 | MSI | Electronic recorder for walk-up signals | Section 8 cancellation |
| SMART WHEELS | US 1,568,124 | 6/1996 | MSI | Remote tire pressure sensing gauge | Section 8 cancellation |
| SNAP DOME | US 75/334870 | 3/1999 | Lucas Automation & Control Engineering | Electric switch contacts for keyboards used to control and operate electronic devices | Did not file response to office action |
| SHOCK-SWITCH | US 1,939,604 | 8/2001 | MSI | Internal vibration sensor for a computer disk drive | Assignment from AMP recorded. Sec&15 due before 12/01. <i>No file at DMH. D Rodier says not used</i> |
| DILUANT | Canada 1049161 | 10/2001 | MSI | Electronic and mechanical kitchen and bathroom scales | Replaced with MINCEUR |
| ULTRA-STABLE | US 76/296236 | 10/2001 | MSI | Electric and electronic instruments, namely pressure sensors | Received OA dated 10/4/01, resp due 3/4/02. Cancel Per J. Mallon |
| GENESIS European Union (CTM) | 907,394 (app) | 07/2001 | LACE, Inc, assigned to MSI | Electric and electronic apparatus and instruments; monitoring apparatus and instruments; sensors and transducers including pressure sensors and transducers; and parts of the aforesaid goods | Opposition was not contested. We have no file for this mark. Mark is not in use, to be abandoned per D Rodier 7/01 |
| ACCUSWITCH European Union (CTM) | 002299873 | 6/2002 | MSI | Electronic touch sensitive switches | Reg fee not paid per A Watkins 6/02 |

MEASUREMENT SPECIALTIES, INC. (MSI)
 TRADEMARK STATUS REPORT
 As of January 22, 2003

CHART V: MARKS UNDER CONSIDERATION November 2000 to date (for MSI only) – no application filed to date:

| <u>MARK</u> | <u>DATE PROPOSED</u> | <u>CLAS S</u> | <u>DESCRIPTION OF GOODS OR SERVICES</u> | <u>NEXT ACTION AND REMARKS</u> |
|----------------|-----------------------|---------------|---|---|
| SMART PARK | Nov 2000 | 9 | Same as PARK-ZONE | Not available. ACCUPARK filed. |
| PERFECT PARK | Nov 2000 | 9 | Same as PARK-ZONE | Not available. ACCUPARK filed. |
| KITCHEN WIZARD | Dec 2000 | 20 | Kitchen gadgets | Not available. Report to C. Dalton 12/27/00 |
| STOP AND PARK | Dec 2000 | 9 | Same as PARK-ZONE | Not available. Report to C. Dalton 12/18/00 |
| DOUBLE VISION | Jan 2001 | 9 | Scales | Not available. Report to C. Dalton 1/25/01 |
| ELASTIKEY | Feb 2001 | 40 or 9 | Custom design services for switches, panels and keypads | Preliminary search results to A. Watkins 2/12/01. Acquired from Lucas, never registered. Not to be registered, mark sold. |
| ELECTRO-DIAL | July 2001 | 9 | Scales | Full search received 7/10/01, report sent to C Dalton, awaiting decision |
| MICROFUSED | June 2001 | 9, 40 | Pressure sensors and custom manufacturing of pressure sensors | To be filed as ITUs, both word and design mark. Need list of goods and services |
| MICROLYZER | June 2001 | 9 | ? | Screening search showed several dead marks, possibly available, not to be filed now or in near future |
| WEB SENSOR | June 2001 | 9 | | Screening search done, not to be filed now or in near future |
| MICROSTABLE | June 2001 | 9 | | Screening search done, not to be filed now or in near future |
| IC SENSORS | June 2001 | 9 | Sensors | No filing required, mark is descriptive |
| SENECA | June 2001 | 9 | Pressure sensors | Screening search showed crowded field. No application prepared |
| ULTRASENSE | June 2001 | 9 | Pressure sensors | Not available |
| MINIMICRO | June 2001 | 9 | Pressure sensors | Screening search performed, possibly available |
| MICRO BUTTON | June 2001 | 9 | Pressure sensors | Screening search performed, mark descriptive |
| DIGISENSE | Aug 2001 and Oct 2001 | 9 | Transducers, sensors | Screening search performed, conflicting mark noted Cancel Per J. Mallon |
| ECONONSENSE | Oct 2001 | 9 | Transducers, sensors | Screening search performed, full search recommended Cancel Per J. Mallon. |
| THE DRIZZLER | 12/01 | 21 | Bottles for oils | Not available. Awaiting second choice. |
| OLIVERIA | 3/02 | 21 | Bottles for oils | Initial report sent 4/1/02 |
| MICROFUSED | 2001 | 9 | See MINIMICROFUSED | Filing initially approved, awaiting info from client |

EXHIBIT 1

ASSIGNMENT OF PATENTS AND TRADEMARKS

WHEREAS, **MEASUREMENT SPECIALTIES, INC.** ("**MSI**"), a New Jersey corporation with its chief executive office and principal place of business at 710 Route 46 East, Suite 206, Fairfield, New Jersey 07004 and **IC SENSORS, INC.** ("**IC**"), a California corporation with its chief executive office and principal place of business at 710 Route 46 East, Suite 206, Fairfield, New Jersey 07004 (MSI and IC being hereinafter referred to collectively as the "**Borrowers**"), are the owners of the trademark registrations and pending applications for registration (the "**Trademarks**") in the United States Patent and Trademark Office and other jurisdictions as identified on the Annex hereto, and have adopted and used and are using the Trademarks; and

WHEREAS, the Borrowers are the owners of the issued patents and pending patent applications (the "**Patents**") in the United States Patent and Trademark Office and other jurisdictions as identified on the Annex hereto; and

WHEREAS, **FLEET CAPITAL CORPORATION** ("**Assignee**"), a Rhode Island Corporation having an office at 5950 Sherry Lane, Suite 300, Dallas, Texas 75225, is desirous of acquiring the Patents and Trademarks;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each of the Borrowers does hereby assign, sell and transfer unto Assignee its right, title and interest in and to the Patents and Trademarks, together with (i) all products bearing the Trademarks and/or covered by the Patents, (ii) the goodwill of the business symbolized by and associated with the Trademarks, (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or Patents, dilution of the Trademarks, or for any other related damage or injury, and (iv) all rights corresponding thereto.

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WITNESS WHEREOF, the Borrowers, by their duly authorized officers, have executed this Assignment of Patents and Trademarks, on this ____ day of _____, _____.

MEASUREMENT SPECIALTIES, INC.

By: _____
Name: _____
Title: _____

IC SENSORS, INC.

By: _____
Name: _____
Title: _____

The foregoing Assignment of Patents and Trademarks by the Borrowers to Assignee is hereby accepted on this ____ day of _____, _____.

FLEET CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this _____ day of _____, 200__, personally appeared _____ to me known personally, and who, being by me duly sworn, deposes and says that he/she is the _____ of **MEASUREMENT SPECIALTIES, INC.**, and that the foregoing instrument was signed on behalf of **MEASUREMENT SPECIALTIES, INC.**, by authority of its Board of Directors, and he/she acknowledged such instrument to be the free act and deed of said corporation.

Notary Public

[Seal]

My commission expires:

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this _____ day of _____, 200__, personally appeared _____ to me known personally, and who, being by me duly sworn, deposes and says that he/she is the _____ of **IC SENSORS, INC.**, and that the foregoing instrument was signed on behalf of **IC SENSORS, INC.**, by authority of its Board of Directors, and he/she acknowledged such instrument to be the free act and deed of said corporation.

Notary Public

[Seal]

My commission expires:

ANNEX

Patents and Trademarks

[to be attached]