

08

Docket No.: FLE186/16003

03-18-03

FORM PTO-1595 (Modified)
(Rev. 03-01)
OMB No. 0651-0027 (exp. 5/31/2002)
POB/REV03



RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

03-25-2003



3.1403
attached original documents or copy thereof.

102398749

Tab settings

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):
**Measurement Specialties, Inc.
IC Sensors, Inc.**

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**

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

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: **January 31, 2003**

4. Application number(s) or patent numbers(s):
If this document is being filed together with a new application, the execution date of the application is: _____
A. Patent Application No.(s)
See Exhibit A Attached

B. Patent No.(s)
5064165

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Barry Bumgardner**
Internal Address: _____
3/20/2003 EEKUBAY1 00000004 5064165
FC:8021 4840.00 OP
Street Address: **2001 Ross Ave., Suite 3700**
City: **Dallas** State: **TX** ZIP: **75201**

6. Total number of applications and patents involved: **121**
7. Total fee (37 CFR 3.41):.....\$ **4,840.00**
 Enclosed - Any excess or insufficiency should be credited or debited to deposit account
 Authorized to be charged to deposit account
8. Deposit account number:
22-0365
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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 **March 14, 2003**
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: **46**

EXHIBIT "A"

1	TITLE	APPLN. NO.	PATENT NO.	APPLN. DATE	GRANT DATE	CTRY
2	DIFFERENTIAL SENSOR					USA
3	SEMICONDUCTOR TRANSDUCER OR ACTUATOR UTILIZING CORRUGATED SUPPORTS	335185	5064165	07AP1989	12NO1991	USA
4	SELF-TESTABLE MICRO-ACCELEROMETER	370364	5103667	22JE1989	14AP1992	USA
5	SEMICONDUCTOR TRANSDUCER OR ACTUATOR UTILIZING CORRUGATED SUPPORTS	753607	5116457	30AU1991	26MY1992	USA
6	SEMICONDUCTOR TRANSDUCER OR ACTUATOR UTILIZING CORRUGATED SUPPORTS	753608	5177579	30AU1991	05JA1993	USA
7	SEMICONDUCTOR TRANSDUCER OR ACTUATOR UTILIZING CORRUGATED SUPPORTS	753194	5209118	30AU1991	11MY1993	USA
8	SELF-TESTABLE MICRO-ACCELEROMETER	915792	5253510	17JL1992	19OC1993	USA
9	ANALOG SENSING SYSTEM WITH DIGITAL TEMPERATURE AND MEASUREMENT GAIN AND OFFSET CORRECTION	286251	5479096	08AU1994	26DE1995	USA
10	ELECTRONIC SCALE APPARATUS	07/180154	4832142	11AP1988	23MY1989	USA
11	TIRE PRESSURE GAUGE	29/065069	D390140	21JA1997	03FE1998	USA
12	ELECTRO-MECHANICAL SCALE	29/116851	D444090	11JA2000	26JE2001	USA
13	GLASS SCALE	29/117072	D444403	14JA2000	03JL2001	USA
14	PRESSURE GAUGE	29/121022	D440894	30MR2000	24AP2001	USA
15	PRESSURE GAUGE	29/121021	D440893	30MR2000	24AP2001	USA
16	PRESSURE GAUGE	29/121023	D441674	30MR2000	08MY2001	USA
17	PRESSURE GAUGE	29/121042	D440895	30MR2000	24AP2001	USA

	TITLE	APPLN. NO.	PATENT NO.	APPLN. DATE	GRANT DATE	CTRY
18	CYLINDRICAL TRANSDUCER APPARATUS	09/566612	6411014	09MY2000	25JE2002	USA
19	CYLINDRICAL TRANSDUCER APPARATUS	10/026008		21DE2001		USA
20	COMPACT TIRE PRESSURE GAUGE	29/085428	D409931	23MR1998	18MY1999	USA
21	MULTIPLE PIEZOELECTRIC TRANSDUCER ARRAY	09/567385	6411015	09MY2000	25JE2002	USA
22	ORNAMENTAL DESIGN FOR A PRESSURE GAUGE	29/131534	D450257	24OC2000	13NO2001	USA
23	PRESSURE GAUGE	29/132080	D447970	01NO2000	18SE2001	USA
24	A DESIGN FOR A COMBINED TRANSMITTER AND RECEIVER FOR A VEHICLE PARKING INDICATOR SENSOR	29/132054	D447714	01NO2000	11SE2001	USA
25	DELUXE TIRE PRESSURE GAUGE	29/085429	D409509	23MR1998	11MY1999	USA
26	METHOD AND APPARATUS FOR PARKING A VEHICLE	09/182478	6163253	30OC1998	19DE2000	USA
27	APPARATUS AND METHODS FOR PARKING A VEHICLE USING POSITION DETECTION SENSOR					USA
28	APPARATUS AND METHODS FOR PARKING A VEHICLE USING POSITION DETECTION SENSORS	08/958082	5945907	27OC1997	31AU1999	USA
29	A VEHICLE PARKING SENSOR AND INDICATOR	29/078472	D400115	27OC1997	27OC1998	USA
30	COMBINED TRANSMITTER AND RECEIVER FOR A VEHICLE PARKING INDICATOR SYSTEM	29/132079	D463749	01NO2000	01OC2002	USA
31	STREAMLINED PRESSURE GAUGE	29/132078	D455666	01NO2000	16AP2002	USA
32	VEHICLE PARKING INDICATOR SENSOR	29/132061	D454807	01NO2000	26MR2002	USA
33	VEHICLE PARKING INDICATOR SENSOR	29/132081	D449010	01NO2000	09OC2001	USA
34	PRESSURE GAUGE WITH LIGHT ILLUMINATING COLLAR					USA

	TITLE	APPLN. NO.	PATENT NO.	APPLN. DATE	GRANT DATE	CTRY
35	DUAL DISPLAY WEIGHT MEASURING APPARATUS	10/086303		28FE2002		USA
36	LOAD CELL WITH BOSSED SENSOR PLATE FOR AN ELECTRICAL WEIGHING SCALE	09/146890	6417466	03SE1998	09JL2002	USA
37	CABLE SENSOR	09/991190		15NO2001		USA
38	PROTECTIVE HOUSING FOR ULTRASONIC TRANSDUCER	10/		22JA2003		USA
39	ULTRASONIC PEN USING CONICAL REFLECTOR WITH OMNI-DIRECTIONALITY					USA
40	METHOD AND APPARATUS FOR CONTROLLING BEAM ANGLE OF AN ULTRASONIC TRANSDUCER	60/429119		26NO2002		USA
41	BATHROOM SCALE	29/135537	D451835	12JA2001	11DE2001	USA
42	BATHROOM SCALE	29/135540	D449552	12JA2001	23OC2001	USA
43	BATHROOM SCALE	29/135538	D450003	12JA2001	06NO2001	USA
44	BATHROOM SCALE	29/135539	D450258	12JA2001	13NO2001	USA
45	BATHROOM SCALE	29/135569	D450259	12JA2001	13NO2001	USA
46	BATHROOM SCALE	29/135567	D450004	12JA2001	06NO2001	USA
47	MULTIPLE SEGMENT PVDF CYLINDRICAL DEVICE WITH BEAM FORMER AT END					USA
48	EMBEDDED ULTRASONIC TRANSDUCER FOR PORTABLE E	60/396954		18JL2002		USA
49	SENSOR ASSEMBLY WITH LEAD ATTACHMENT	10/		22JA2003		USA
50	TIRE PRESSURE GAUGE (MS-4010)	29/149364	D459257	09OC2001	25JE2002	USA
51	TIRE PRESSURE GAUGE (MS 4430)	29/149346	D459668	09OC2001	02JL2002	USA

	TITLE	APPLN. NO.	PATENT NO.	APPLN. DATE	GRANT DATE	CTRY
52	TIRE PRESSURE GAUGE (MS 4600)	29/149213	D462627	09OC2001	10SE2002	USA
53	CONTACT MICROPHONE USING CURVED PIEZO FILM	10/212557		05AU2002		USA
54	DIGITAL GLASS I-BEAM SCALE	29/100390	D418439	10FE1999	04JA2000	USA
55	WEIGHING SCALE WITH LEVEL COMPENSATING FOOT ASSEMBLY	10/213289		06AU2002		USA
56	SILICON STRAIN GAGE HAVING A THIN LAYER OF HIGHLY CONDUCTIVE SILICON	09/359012		22JL1999		USA
57	VARIABLE SPEED DC MOTOR CONTROLLER APPARATUS PARTICULARLY ADAPTED FOR CONTROL OF PORTABLE POWER TOOLS	335744	5014793	10AP1989	14MY1991	USA
58	SMALL SCALE					USA
59	APPARATUS FOR DETECTING PRESENCE OF PIEZOELECTRIC MATERIAL	09/011049	6246224	08AU1996	12JE2001	USA
60	MECHANICAL GLASS I-BEAM SCALE	29/100389	D425806	10FE1999	30MY2000	USA
61	MULTI-MODE ACCELEROMETER	159350	5452612	30NO1993	26SE1995	USA
62	BATH SCALE DESIGN WITH HANDLE	29/100386	D418766	10FE1999	11JA2000	USA
63	BATH SCALE	29/100387	D419472	10FE1999	25JA2000	USA
64	WIDE BODY SCALE	29/100388	D417852	10FE1999	21DE1999	USA
65	ACOUSTIC RANGING APPARATUS AND METHOD	207744	4975889	16JE1988	04DE1990	USA
66	SECURITY THREAD	09/529771		19AP2000		USA
67	ULTRASONIC TRANSDUCER HAVING IMPEDANCE MATCHING LAYER	09/922111		03AU2001		USA

	TITLE	APPLN. NO.	PATENT NO.	APPLN. DATE	GRANT DATE	CTRY
68	RECALL MECHANISM FOR A PRESSURE GAUGE	60/419261		17OC2002		USA
69	BODY FAT SCALE HAVING TRANSPARENT ELECTRODES	60/426452		14NO2002		USA
70	WEIGHING SCALE IDENTIFYING OPTIMAL USER POSITION AND METHOD THEREOF	60/426142		14NO2002		USA
71	PIEZOELECTRIC POLYMER KEYBOARD APPARATUS	06/738710	4633123	29MY1985	30DE1986	USA
72	MEANS FOR ELECTRICALLY CONNECTING ELECTRODES ON DIFFERENT SURFACES OF PIEZOELECTRIC POLYMERIC FILMS	745986	4633122	18JE1985	30DE1986	USA
73	ELECTRICAL WEIGHING SCALE	08/968918	5886302	06NO1997	23MR1999	USA
74	LOAD CELL FOR AN ELECTRICAL WEIGHING SCALE	08/641624	5929391	02MY1996	27JL1999	USA
75	ACOUSTIC TRANSDUCER	08/614769		01MR1996		USA
76	SENSOR PLATE FOR A LOAD CELL					USA
77	MICROMACHINING PROCESS FOR MAKING PERFECT EXTERIOR CORNER IN AN ETCHABLE SUBSTRATE	23188	5338400	25FE1993	16AU1994	USA
78	GROOVE WIDTH TRIMMING	941997	5328559	08SE1993	12JL1994	USA
79	BIMETALLIC DIAPHRAGM WITH SPLIT HINGE FOR MICROACTUATOR	891354	5271597	29MY1992	21DE1993	USA
80	SINGLE DIAPHRAGM TRANSDUCER WITH MULTIPLE SENSING ELEMENTS	369899	5058435	22JE1989	22OC1991	USA
81	SINGLE DIAPHRAGM TRANSDUCER WITH MULTIPLE SENSING ELEMENTS	905219	5184515	29JE1992	09FE1993	USA
82	SEMICONDUCTOR MICROACTUATOR	370545	5069419	23JE1989	03DE1991	USA

	TITLE	APPLN. NO.	PATENT NO.	APPLN. DATE	GRANT DATE	CTRY
83	VERTICALLY MOUNTED ACCELEROMETER CHIP	189948	5503016	01FE1994	02AP1996	USA
84	SIDE SURFACE MOUNTED ACCELEROMETER ASSEMBLY	569402	5616863	06DE1995	01AP1997	USA
85	MICROMACHINED CAPILLARY ELECTROPHORESIS DEVICE	671428	5824204	27JE1996	20OC1998	USA
86	PULSED THERMAL FLOW SENSOR SYSTEM	479247	5533412	07JE1995	09JL1996	USA
87	FOOD SCALE	29/062492	D390796	15NO1996	17FE1998	USA
88	MODULAR WEIGHING SCALE	08/789281	5955705	28JA1997	21SE1999	USA
89	OMNI-DIRECTIONAL ULTRASONIC TRANSDUCER APPARATUS HAVING CONTROLLED FREQUENCY RESPONSE	09/281398	6239535	30MR1999	29MY2001	USA
90	ELECTRONIC SCALE HAVING ANALOG DISPLAY	09/360331	6410863	23JL1999	25JE2002	USA
91	PIEZOELECTRIC TRANSDUCER HAVING PROTUBERANCES FOR TRANSMITTING ACOUSTIC ENERGY AND METHOD OF MAKING THE SAME	09/537199	6321428	28MR2000	27NO2001	USA
92	PIEZOELECTRIC TRANSDUCER HAVING PROTUBERANCES	09/954811	6504289	17SE2001	07JA2003	USA
93	APPARATUS AND METHOD FOR AN AUTOMATIC SELF-CALIBRATING SCALE	08/757797	5832417	27NO1996	03NO1998	USA
94	STRAIN GAUGE BASED SENSOR WITH IMPROVED LINEARITY	09/633177		04AU2000		USA
95	APPARATUS AND METHOD FOR MEASURING BIOELECTRIC IMPEDANCE	09/481584	6292690	12JA2000	18SE2001	USA
96	ELECTRONIC SCALE	29/116842	D440167	29JA2000	10AP2001	USA
97	V-SCALE	29/116848	D444724	11JA2000	10JL2001	USA
98	HANDLE SCALE	29/116845	D444088	11JA2000	26JE2001	USA

	TITLE	APPLN. NO.	PATENT NO.	APPLN. DATE	GRANT DATE	CTRY
99	BODY FAT SCALE	29/116857	D444402	11JA2000	03JL2001	USA
100	BODY FAT SCALE	29/116847	D444089	11JA2000	26JE2001	USA
101	WHEEL LOAD SENSOR WITH PIEZO-ELECTRIC PICKUP AND METHOD OF MANUFACTURING SUCH A SENSOR	316579	5571961	30SE1994	05NO1996	USA
102	INFRARED INDOOR/OUTDOOR THERMOMETER SYSTEM	238895	5499024	06MY1994	12MR1996	USA
103	CONNECTORS FOR USE WITH PIEZOELECTRIC POLYMER	853584	4734044	18AP1986	29MR1988	USA
104	LOW COST THERMOCOUPLE APPARATUS AND METHODS FOR FABRICATING THE SAME	567377	4631350	30DE1983	23DE1986	USA
105	INDUCTANCE COIL SENSOR	700295	4777436	11FE1985	11OC1988	USA
106	DISPLACEMENT SENSOR HAVING MULTIPLEXED DUAL TANK CIRCUITS	8639	4841245	29JA1987	20JE1989	USA
107	SENSOR APPARATUS	757726	4637265	22JL1985	20JA1987	USA
108	DISPLACEMENT SENSOR HAVING DUAL TANK CIRCUITS	46436	4851770	04MY1987	25JL1989	USA
109	CAPACITIVE GRAVITY SENSOR	870646	4644662	29AP1986	24FE1987	USA
110	CAPACITIVE GRAVITY SENSOR AND INCLINOMETER	884332	5237753	18MY1992	24AU1993	USA
111	FLUID LEVEL SENSOR	301964	4920797	09JA1989	01MY1990	USA
112	DIGITAL ELECTRONIC INCLINATION GAUGE	705948	4606132	26FE1985	19AU1986	USA
113	DIGITAL-TO-ANALOG CONVERTER	925022	4709224	06NO1986	24NO1987	USA
114	TWO AXIS INCLINATION SENSOR	355014	5079847	22MY1989	14JA1992	USA
115	DIGITAL VOLTMETER	164399	4926174	04MR1988	15MY1990	USA
116	DIFFERENTIAL CAPACITANCE DETECTOR	696626	4642555	31JA1985	10FE1987	USA
117	MUSICAL KEYBOARD USING PLANAR COIL ARRAYS	577161	4580478	06FE1984	08AP1986	USA
118	TWO AXIS CAPACITIVE INCLINATION SENSOR	775593	5180986	15OC1991	19JA1993	USA

	TITLE	APPLN. NO.	PATENT NO.	APPLN. DATE	GRANT DATE	CTRY
119	DISPLACEMENT SENSOR HAVING MULTIPLEXED DUAL TANK CIRCUITS	821982	4663589	29JA1986	05MY1987	USA
120	MUSICAL KEYBOARD	840935	4838139	18MR1986	13JE1989	USA
121	FREQUENCY-TO-VOLTAGE CONVERTER	40878	4816704	21AP1987	28MR1989	USA
122	MODULAR NON-CONTACTING POSITION SENSOR	10/264292		03OC2002		USA

A-8

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.

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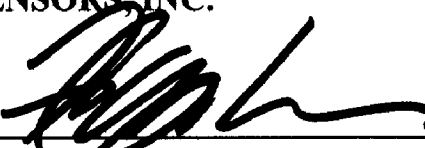
IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

MEASUREMENT SPECIALTIES, INC.

By: 


Frank Guidone
Chief Executive Officer

IC SENSORS, INC.

By: 

Frank Guidone
Chief Executive Officer

FLEET CAPITAL CORPORATION

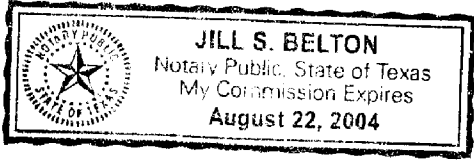
By: 

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							DOCKETE D		ICS-1	MSI/IC SENSORS
2					USA					MSI/IC SENSORS
3	335185	5064165	07AP1989	12NO1991	USA	07AP2009	GRANTED		MSI/ICS-601	MSI/IC SENSORS
4	370364	5103867	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		MS/LUCAS-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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1

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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										
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-11	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.
A 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 SENSOR					USA		DOCKETE D		MSI-121 EXETER	MEASUREMENT SPECIALTIES, INC.
APPARATUS AND METHODS FOR PARKING A VEHICLE USING POSITION DETECTION SENSORS	08/958082	5945907	27OC1997	31AU1999	USA	27OC2017	GRANTED		MSI-122 EXETER	MEASUREMENT SPECIALTIES, INC.
A VEHICLE PARKING SENSOR AND INDICATOR	29/078472	D400115	27OC1997	27OC1998	USA	27OC2012	GRANTED		MSI-123 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

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										
DUAL DISPLAY WEIGHT MEASURING APPARATUS	10/066303		28FE2002		USA		FILED		MSI-129	MEASUREMENT SPECIALTIES, INC.
LOAD CELL WITH BOSSED 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	09/991190		15NO2001		USA	15NO2002	FILED	ALLOWED	MSI-130	MEASUREMENT SPECIALTIES, INC.
ULTRASONIC TRANSDUCER 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	DOCKETE D	MSI-134	MEASUREMENT SPECIALTIES, INC.
BATHROOM SCALE	29/135537	D451835	12JA2001	11DE2001	USA	11DE2015	GRANTED		MSI-135	MEASUREMENT SPECIALTIES, INC.
BATHROOM SCALE	29/135540	D449552	12JA2001	23OC2001	USA	23OC2015	GRANTED		MSI-136	MEASUREMENT SPECIALTIES, INC.
BATHROOM SCALE	29/135538	D450003	12JA2001	06NO2001	USA	06NO2015	GRANTED		MSI-137	MEASUREMENT SPECIALTIES, INC.
BATHROOM SCALE	29/135539	D450258	12JA2001	13NO2001	USA	13NO2015	GRANTED		MSI-138	MEASUREMENT SPECIALTIES, INC.
BATHROOM SCALE	29/135569	D450259	12JA2001	13NO2001	USA	13NO2015	GRANTED		MSI-139	MEASUREMENT SPECIALTIES, INC.
BATHROOM SCALE	29/135567	D450004	12JA2001	06NO2001	USA	06NO2015	GRANTED		MSI-140	MEASUREMENT SPECIALTIES, INC.
MULTIPLE SEGMENT PVDF CYLINDRICAL DEVICE WITH BEAM FORMER AT END					USA		DOCKETE D		MSI-141	MEASUREMENT SPECIALTIES, INC.
EMBEDDED ULTRASONIC TRANSDUCER FOR PORTABLE E SENSOR ASSEMBLY WITH LEAD ATTACHMENT	60/396954		18JUL2002		USA	18JUL2003	FILED		MSI-160	MEASUREMENT SPECIALTIES, INC.
TIRE PRESSURE GAUGE (MS-4010)	29/149364	D459257	09OC2001	25JE2002	USA	25JE2016	GRANTED		MSI-166PA/PB	MSI/PIEZO SENSORS
TIRE PRESSURE GAUGE (MS 4430)	29/149346	D459668	09OC2001	02JUL2002	USA	02JUL2016	GRANTED	ISSUED	MSI-168	MSI/PIEZO SENSORS
					USA		GRANTED		MSI-174	MSI/COMMERCIAL PRODUCTS
					USA		GRANTED		MSI-175	MSI/COMMERCIAL PRODUCTS

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3

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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										
52	TIRE PRESSURE GAUGE (MS 4600) CONTACT MICROPHONE USING CURVED PIEZO FILM	D462627	09OC2001	10SE2002	USA	10SE2016	GRANTED		MSI-176	MSI/COMMERCIAL PRODUCTS
53					USA		FILED		MSI-179	MEASUREMENT SPECIALTIES, INC.
54	DIGITAL GLASS I-BEAM SCALE	D418439	10FE1999	04JA2000	USA	04JA2014	GRANTED		MSI-18	MEASUREMENT SPECIALTIES, INC.
55	WEIGHING SCALE WITH LEVEL COMPENSATING FOOT ASSEMBLY SILICON STRAIN GAGE HAVING A THIN LAYER OF HIGHLY CONDUCTIVE SILICON		06AU2002		USA	06AU2002	FILED		MSI-186	MEASUREMENT SPECIALTIES, INC.
56	VARIABLE SPEED DC MOTOR CONTROLLER APPARATUS PARTICULARLY ADAPTED FOR CONTROL OF PORTABLE POWER TOOLS		22JL1999		USA		FILED		MSI-19	MEASUREMENT SPECIALTIES, INC.
57		5014793	10AP1989	14MY1991	USA	10AP2009	GRANTED		MSI-2	MEASUREMENT SPECIALTIES, INC.
58	SMALL SCALE APPARATUS FOR DETECTING PRESENCE OF PIEZOELECTRIC MATERIAL				USA		DOCKETE D		MSI-20	MEASUREMENT SPECIALTIES, INC.
59	MECHANICAL GLASS I-BEAM SCALE	6246224	08AU1996	12JE2001	USA	08AU2016	GRANTED		MSI-205	MEASUREMENT SPECIALTIES, INC.
60		D425806	10FE1999	30MY2000	USA	30MY2014	GRANTED		MSI-21	MEASUREMENT SPECIALTIES, INC.
61	MULTI-MODE ACCELEROMETER	5452612	30NO1993	26SE1995	USA	30NO2013	GRANTED		MSI-213	MEASUREMENT SPECIALTIES, INC.
62	BATH SCALE DESIGN WITH HANDLE	D418766	10FE1999	11JA2000	USA	11JA2014	GRANTED		MSI-22	MEASUREMENT SPECIALTIES, INC.
63	BATH SCALE	D419472	10FE1999	25JA2000	USA	25JA2014	GRANTED		MSI-23	MEASUREMENT SPECIALTIES, INC.
64	WIDE BODY SCALE	D417852	10FE1999	21DE1999	USA	21DE2013	GRANTED		MSI-24	MEASUREMENT SPECIALTIES, INC.
65	ACOUSTIC RANGING APPARATUS AND METHOD	4975889	16JE1988	04DE1990	USA	16JE2008	GRANTED		MSI-250	MEASUREMENT SPECIALTIES, INC.
66	SECURITY THREAD * ULTRASONIC TRANSDUCER HAVING IMPEDANCE MATCHING LAYER		19AP2000		USA		FILED	PENDING	MSI-27	MEASUREMENT SPECIALTIES, INC.
67			03AU2001		USA		FILED		MSI-28 DIV	MEASUREMENT SPECIALTIES, INC.

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										
RECALL MECHANISM FOR A PRESSURE GAUGE	60/419261		17OC2002		USA	17OC2003	FILED		MSI-300P	MSI/COMMERCIAL PRODUCTS
BODY FAT SCALE HAVING TRANSPARENT ELECTRODES	60/426452		14NO2002		USA	14NO2003	FILED		MSI-301	MEASUREMENT SPECIALTIES, INC.
WEIGHING SCALE IDENTIFYING OPTIMAL USER POSITION AND METHOD THEREOF	60/426142		14NO2002		USA	14NO2003	FILED		MSI-302	MEASUREMENT SPECIALTIES, INC.
PIEZOLECTRIC 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 PIEZOLECTRIC POLYMERIC FILMS	745986	4633122	18JE1985	30DE1986	USA	18JE2005	GRANTED		MSI-37	MEASUREMENT SPECIALTIES, INC.
ELECTRICAL WEIGHING SCALE LOAD CELL FOR AN ELECTRICAL WEIGHING SCALE	08/968918	5886302	06NO1997	23MR1999	USA	08FE2015	GRANTED		MSI-4 FWC	MEASUREMENT SPECIALTIES, INC.
ACOUSTIC TRANSDUCER	08/614769	5929391	02MY1996	27JUL1999	USA	02MY2016	GRANTED		MSI-5 CPA	MEASUREMENT SPECIALTIES, INC.
SENSOR PLATE FOR A LOAD CELL MICROMACHINING PROCESS FOR MAKING PERFECT EXTERIOR CORNER IN AN ETCHABLE SUBSTRATE	23188	5338400	25FE1993	16AU1994	USA	25FE2013	GRANTED		MSI-608	MSI/IC SENSORS
GROOVE WIDTH TRIMMING BIMETALLIC DIAPHRAGM WITH SPLIT HINGE FOR MICROACTUATOR	941997	5328559	08SE1993	12JUL1994	USA	08SE2013	GRANTED		MSI-609	MEASUREMENT SPECIALTIES, INC.
SINGLE DIAPHRAGM TRANSDUCER WITH MULTIPLE SENSING ELEMENTS	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

	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											
83	VERTICALLY MOUNTED ACCELEROMETER CHIP	189948	55030016	01FE1994	02AP1996	USA	01FE2014	GRANTED		MSI-614	MSI/C SENSORS
84	SIDE SURFACE MOUNTED ACCELEROMETER ASSEMBLY	569402	5616863	06DE1995	01AP1997	USA	01FE2014	GRANTED		MSI-614 CON	MSI/C SENSORS
85	MICROMACHINED CAPILLARY ELECTROPHORESIS DEVICE	671428	5824204	27JE1996	20OC1998	USA	27JE2016	GRANTED		MSI-615	MSI/C SENSORS
86	PULSED THERMAL FLOW SENSOR SYSTEM	479247	5533412	07JE1995	09JL1996	USA	07JE2015	GRANTED		MSI-616	MSI/C 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.
89	ELECTRONIC SCALE HAVING ANALOG DISPLAY	09/360331	6410863	23JL1999	25JE2002	USA	23JL2019	GRANTED	ISSUED	MSI-83	MEASUREMENT SPECIALTIES, INC.
90	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
91	PIEZOELECTRIC TRANSDUCER HAVING PROTUBERANCES	09/954811	6504289	17SE2001	07JA2003	USA	28MR2020	GRANTED		MSI-84 DIV	MSI/PIEZO SENSORS
92	APPARATUS AND METHOD FOR AN AUTOMATIC SELF-CALIBRATING SCALE	08/757797	5832417	27NO1996	03NO1998	USA	27NO2016	GRANTED		MSI-9	MEASUREMENT SPECIALTIES, INC.
93	STRAIN GAUGE BASED SENSOR WITH IMPROVED LINEARITY	09/633177	04AU2000	04AU2000		USA		FILED	ALLOWED	MSI-90	MEASUREMENT SPECIALTIES, INC.
94	APPARATUS AND METHOD FOR MEASURING BIOELECTRIC IMPEDANCE	09/481584	6292690	12JA2000	18SE2001	USA	12JA2020	GRANTED		MSI-93	MEASUREMENT SPECIALTIES, INC.
95	ELECTRONIC SCALE	29/116842	D440167	29JA2000	10AP2001	USA	10AP2015	GRANTED		MSI-95	MEASUREMENT SPECIALTIES, INC.
96	V-SCALE	29/116848	D444724	11JA2000	10JL2001	USA	10JL2015	GRANTED		MSI-96	MEASUREMENT SPECIALTIES, INC.
97	HANDLE SCALE	29/116845	D444088	11JA2000	26JE2001	USA	26JE2015	GRANTED		MSI-97	MEASUREMENT SPECIALTIES, INC.
98											

MSI Patent Report Schedule 1_v1.XLS

6

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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										
99	29/116857	D444402	11JA2000	03JUL2001	USA	03JUL2015	GRANTED		MSI-98	MEASUREMENT SPECIALTIES, INC.
100	29/116847	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	22JL1985	20JA1987	USA	22JL2005	GRANTED		MSIS-611	MSI/INDUSTRIAL SENSORS
108	46436	4851770	04MY1987	25JL1989	USA	25JL2006	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

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	DISPLACEMENT SENSOR HAVING MULTIPLEXED DUAL TANK CIRCUITS	821982	4663589	29JA1986	05MY1987	USA	11FE2005	GRANTED		MSIS-623	MSI/INDUSTRIAL SENSORS
119	MUSICAL KEYBOARD	840935	4838139	18MR1986	13JE1989	USA	13JE2006	GRANTED		MSIS-624	MSI/INDUSTRIAL SENSORS
120	FREQUENCY-TO-VOLTAGE CONVERTER	40878	4816704	21AP1987	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

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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	96885	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.

REF: 013845 FRAME: 0030

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
20 SECURITY THREAD *	98925886.8	1007371	29JE1998	29JE1998	Great Britain	29JE2018	GRANTED	MSI-27 GB	MEASUREMENT SPECIALTIES, INC.
21 SECURITY THREAD *	98925886.8	1007371	29JE1998	29JE1998	Ireland	29JE2018	GRANTED	MSI-27 IE	INC.
22 SECURITY THREAD *	98925886.8	1007371	29JE1998	29JE1998	Italy	29JE2018	GRANTED	MSI-27 IT	INC.
23 LIQUID LEVEL SENSORS	5-502719		25JA1994		Japan		FILED	MSI-29 JP	INC.
REFLECTIVE MODE ULTRASONIC									
24 TOUCH SENSITIVE SWITCH	95-5745		20MR1995		Korea South		FILED	MSI-30 KR	MEASUREMENT SPECIALTIES, INC.
POWER STEERING DIRECTION									
25 SENSOR	3.84949E+15	1178694	01SE1981	19AU1984	Canada	01SE2001	GRANTED	MSI-33 CA	MEASUREMENT SPECIALTIES, INC.
26 ACOUSTIC TRANSDUCER	8-079575		07MR1996		Japan		FILED	MSI-54 JP	INC.
27 ACOUSTIC TRANSDUCER	5846/1996		06MR1996		Korea South		FILED	MSI-54 KR	MEASUREMENT SPECIALTIES, INC.
LIQUID LEVEL SENSING									
28 DEVICE	TO97A000348		23AP1997		Italy		FILED	MSI-57 IT	MEASUREMENT SPECIALTIES, INC.
PIEZOELECTRIC PRESSURE									
29 SENSOR	106391	P-50942	29FE1996	29FE1996	Japan	29FE2016	GRANTED	MSI-59 JP	MEASUREMENT SPECIALTIES, INC.
PIEZOELECTRIC PRESSURE									
30 SENSOR	9-152885	P-51124	27MY1997	27MY1997	Japan	27MY2017	GRANTED	MSI-60 JP	MEASUREMENT SPECIALTIES, INC.
MODULAR WEIGHING SCALE	98902657		22JA1998		EPO		FILED	MSI-8 EP	INC.
ELECTRONIC SCALE HAVING									
31 ANALOG DISPLAY	2380230		29MR2000		Canada		FILED	MSI-83 CA	MEASUREMENT SPECIALTIES, INC.
ELECTRONIC SCALE HAVING									
32 ANALOG DISPLAY	918485.4		29MR2000		EPO		FILED	MSI-83 EP	MSI/COMMERCIAL PRODUCTS
PIEZOELECTRIC SECURITY									
34 THREAD DETECTION APPARATUS	9726960.9	2332645	19DE1997	29AU2001	Great Britain	19DE2017	GRANTED	MSI-85 GB	MEASUREMENT SPECIALTIES, INC.
APPARATUS AND METHOD FOR									
MEASURING BIOELECTRIC									
35 IMPEDANCE	2001-551380		29MR2000		Japan		FILED	MSI-93 JP	MEASUREMENT SPECIALTIES, INC.
APPARATUS AND METHOD FOR									
MEASURING BIOELECTRIC	PCT/US00/08								
36 IMPEDANCE	269		29MR2000		PCT		FILED	MSI-93 PCT	MEASUREMENT SPECIALTIES, INC.
METHOD OF DETECTING									
PIEZOELECTRIC SECURITY									
37 THREAD	9726960.9				Great Britain		DOCKETED	MSI-94 GB	MEASUREMENT SPECIALTIES, INC.

REF: 013845 FRAME: 0031

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.
45	94011350.4	646777	30AU1994	18FE1998	Great Britain	30AU2014	GRANTED	MSI-KIH-GB	MEASUREMENT SPECIALTIES, INC.
46	94011350.4	646777	30AU1994	18FE1998	Italy	30AU2014	GRANTED	MSI-KIH-IT	MEASUREMENT SPECIALTIES, INC.

PATENT
REEL: 013845 FRAME: 0032

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		2562284	19SE1994	19SE2000	Japan	19SE2014	GRANTED	MSI-KIH-JP	MEASUREMENT SPECIALTIES, INC.
18	86300271	190832	16JA1986	16JA1986	Great Britain	16JA2006	GRANTED	MSIS-613 GB	MSI/INDUSTRIAL SENSORS
19	90300222.8	69014911.5	09JA1990	09JA1990	Germany	09JA2010	GRANTED	MSIS-615 DE	MSI/INDUSTRIAL SENSORS
20		P3677087.6	10FE1986	10FE1986	Germany	10FE2006	GRANTED	MSIS-623 DE	MSI/INDUSTRIAL SENSORS
31		211901	10FE1986	10FE1986	Great Britain	10FE2006	GRANTED	MSIS-623 GB	MSI/INDUSTRIAL SENSORS
32	PCT/US02/31425		03OC2002		PCT		FILED	MSIS-627 PCT	MSI/INDUSTRIAL SENSORS

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 pickups, 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 ABAN- DONED</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
ECONOSENSE	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]