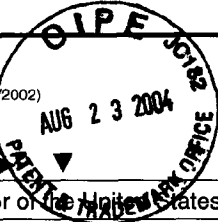


8-23-04

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



08-27-2004



102824000

Docket No.:

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

To the Director of the United States Patent and Trademark Office

attached original documents or copy thereof.

1. Name of conveying party(ies):
Minoru Toda

9-2301

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

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

Name: **Measurement Specialties, Inc.**

Internal Address:

Street Address: **80 Little Falls Road**

City: **Fairfield** State: **NJ** ZIP: **07004**

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: **February 11, 2002**

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)

B. Patent No.(s)

10/349,483

Additional numbers attached? Yes No

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

Name: **Edward J. Howard**

Internal Address: **Plevy & Howard, PC**

08/26/2004 6TON11 00000027 10349483

01 FC:8021 40.00 OP

Street Address: **Post Office Box 226**

City: **Fort Washington** State: **PA** ZIP: **19034**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41):.....\$ **40.00**

- Enclosed - Any excess or insufficiency should be credited or debited to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:

50-3208

(Attach duplicate copy of this page if paying by deposit account)

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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.

Edward J. Howard

August 20, 2004

Name of Person Signing

Signature

Date

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

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT

REEL: 015736 FRAME: 0861

ASSIGNMENT

WHEREAS, I, Minoru Toda, (hereinafter referred to as ASSIGNOR(S) have invented certain inventions relating to PROTECTIVE HOUSING FOR ULTRASONIC TRANSDUCER APPARATUS and for which a United States Provisional Application was filed on January 22, 2002; and

WHEREAS, Measurement Specialties Inc., a corporation organized under the laws of the State of New Jersey, having a place of business at 80 Little Falls Road, Fairfield, NJ 07004 (hereinafter referred to as ASSIGNEE) is desirous of acquiring the entire interest in, to and under said inventions and any and all patents to be obtained therefor;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE of valuable consideration to ASSIGNOR, the receipt and adequacy of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR(S) hereby sell, assign, and transfer to ASSIGNEE and the successors, assigns and legal representatives of the ASSIGNEE all of ASSIGNOR'S right, title and interest in and to said inventions and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and all of ASSIGNOR'S right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries, and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions, renewals, and reexaminations thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts, and treaties;

ASSIGNOR(S) request that any and all patents for said inventions be issued to said ASSIGNEE, its successors, assigns and legal representatives, or to such nominees as it may designate.

ASSIGNOR(S) authorize and empower the said ASSIGNEE, its successors, assigns and legal representatives to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from ASSIGNOR(S).

ASSIGNOR(S) hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said ASSIGNEE, its successors, assigns, and legal representatives, to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

ASSIGNOR(S) agree that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said ASSIGNEE, its successors, assigns and legal representatives, the ASSIGNOR(S) will execute all continuations-in-part, continuations, divisions, substitutes, reissues, extensions, renewals, and reexamination thereof and any legal equivalent thereof in a foreign country, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings and any legal equivalent thereof in a foreign country; communicate to said ASSIGNEE, its successors, assigns, and legal representatives, all facts known to the ASSIGNOR(S) relating to said inventions and the history thereof; and generally do everything possible which said ASSIGNEE, its successors, assigns or legal representatives, shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents on said inventions in said ASSIGNEE, its successors, assigns and legal representatives.

ASSIGNOR(S) covenant with said ASSIGNEE, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that ASSIGNOR(S) have full right to convey the same as herein expressed.

Signed at Norristown, PA.
(City, Province or state, country)

Minoru Toda
Minoru Toda

2/11/02
(Date)

WITNESS:

Kyung Park
(Please Print Name)

[Signature]
(Signature)

2/11/02
(Date)

WITNESS:

DONALD HALVORSEN
(Please Print Name)

[Signature]
(Signature)

2/11/02
(Date)