

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Avery Weigh-Tronix, LLC	01/31/2007

RECEIVING PARTY DATA

Name:	The Royal Bank of Scotland PLC
Street Address:	36 St. Andrew Square
City:	Edinburgh, Scotland
State/Country:	UNITED KINGDOM
Postal Code:	EH2 2YB

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	4660662
Patent Number:	6552278
Patent Number:	6633008
Patent Number:	6037550
Patent Number:	5750937
Patent Number:	7004040
Patent Number:	6693244
Patent Number:	5837946
Patent Number:	6002090
Patent Number:	5442146
Patent Number:	5391844
Patent Number:	5336854
Patent Number:	5313023
Patent Number:	5240190
Patent Number:	D445048

PATENT

500307259

REEL: 019501 FRAME: 0746

OP \$640.00 4660662

Patent Number:

D357198

CORRESPONDENCE DATA

Fax Number: (202)659-1559

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: Jeffrey S. Molinoff

Address Line 1: 1901 L Street NW, Suite 800

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:

27192-003

NAME OF SUBMITTER:

Jeffrey S. Molinoff

Total Attachments: 16

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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of 31 JANUARY, 2007, is by and between AVERY WEIGH-TRONIX, LLC, a Delaware limited liability company (together with its successors and permitted assigns, the "Grantor"), THE ROYAL BANK OF SCOTLAND PLC, in its capacity as successor Agent and Security Agent under the Facilities Agreement and as Security Agent under the Mezzanine Facility Agreement described below (in such capacity, and together with its successors and assigns, the "Security Agent") for the benefit of itself and the Secured Parties (as defined below), and EUROPEAN CAPITAL FINANCIAL SERVICES LIMITED, in its capacity as the original Agent and Security Agent under the Facilities Agreement and as Mezzanine Agent and Security Agent under the Mezzanine Facility Agreement (the "Original Security Agent").

The Grantor and the Original Security Agent have previously entered into an Intellectual Property Security Agreement, dated as of July 31, 2006 (the "Original IP Security Agreement"), in favor of the Original Security Agent. Pursuant to that certain deed of resignation and appointment dated 26 October, 2006, between, among others, the Grantor, the Original Security Agent and the Security Agent, pursuant to which the Grantor, the Original Security Agent and the Security Agent, have agreed that the Security Agent will succeed the Original Security Agent as the security agent under the Original IP Security Agreement. The parties hereto now desire to amend and restate the Original IP Security Agreement in its entirety to provide for such succession.

NOW, THEREFORE, the parties hereto agree that, from and after the date hereof, the Original IP Security Agreement shall be amended and restated in its entirety to read as set forth in this Agreement and hereby confirm that the terms and conditions of the Original IP Security Agreement remain in full force and effect as so amended and restated:

RECITALS:

WHEREAS, AV Acquisitionco 1 Limited, a company incorporated in England and Wales, AV Acquisitionco 2 Limited, a company incorporated in England and Wales, AV Acquisitionco 3 Limited, a company incorporated in England and Wales (together with their successors and assigns, the "Parent", "Midco" and "Holdco", respectively) have entered into that certain Senior MultiCurrency Term and Revolving Facilities Agreement dated July 31, 2006 (as amended, modified or extended from time to time, including any agreement entered into in substitution therefor, the "Facilities Agreement"), with, among others, the Secured Parties and the Original Security Agent;

WHEREAS, each of Parent, Midco and Holdings has entered into that certain Mezzanine Facility Agreement dated July 31, 2006 (as amended, modified or extended from time to time, including any agreement entered into in substitution therefor, the "Mezzanine Facility Agreement") with, among others, the Secured Parties and the Original Security Agent; and

IP Security Agreement

WHEREAS, it is a condition of closing on the Facilities Agreement and the Mezzanine Facility Agreement that the Grantor execute and deliver this Agreement to the Security Agent;

The Grantor and The Royal Bank of Scotland plc, as successor Security Agent, hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Facilities Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Facilities Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Borrower" has the meaning ascribed thereto in the Facilities Agreement and the Mezzanine Facility Agreement, respectively.

"Collateral" has the meaning set forth in Section 2.

"Copyright Office" means the United States Copyright Office.

"Facilities Agreement" is defined in the recitals to this Agreement.

"Group" has the meaning ascribed thereto in the Facilities Agreement.

"Obligations" means all present and future indebtedness, obligations and other liabilities of each present and future member of the Group (or any of them) now or hereafter owing to the Secured Parties (or any of them) under, pursuant to or on account of each or any of the Finance Documents and the Mezzanine Finance Documents (including without limitation all principal and all interest (including any interest accruing subsequent to any petition filed by or against any member of the Group or any of them under the U.S. Bankruptcy Code, whether or not an allowed claim), reimbursement obligations under any letters of credit, acceptance or other instruments or documents, indemnity and other reimbursement obligations), together with all costs, charges, expenses, fees, attorneys' fees and disbursements and any other amounts owing under the Finance Documents, the Mezzanine Finance Documents or any other document evidencing or securing any such liabilities (including those incurred in connection with the protection, preservation or enforcement of any Secured Party's respective rights under the Finance Documents and the Mezzanine Finance Documents or any or any document evidencing or securing any such liabilities), in all cases, of any kind or nature, howsoever created or evidenced and whether now or hereafter existing, direct or indirect (including without limitation any participation interest acquired by any Secured Party in any such indebtedness, obligations or liabilities of any member of the Group, or any of them), absolute or contingent, joint and/or several, secured or unsecured, arising by operation of law or otherwise.

"PTO" means the United States Patent and Trademark Office.

"Secured Parties" means (a) with respect to the Facilities Agreement, the Security Agent, the Agent, each Lender, each Hedge Counterparty, the Issuing Bank and each Ancillary Lender (including any Affiliate of a Lender which is an Ancillary Lender) from time to time party to the Facilities Agreement and the agent and each lender from time to time party to the Mezzanine Facility Agreement, each Receiver and each Delegate (as the foregoing terms are defined in the Facilities Agreement), and (b) with respect to the Mezzanine Facility Agreement, the Security Agent, the Mezzanine Agent, each Mezzanine Lender and each Hedge Counterparty from time to time party to the Facilities Agreement and the agent and each lender from time to time party to the Mezzanine Facility Agreement, each Receiver and each Delegate (as the foregoing terms are defined in the Mezzanine Facility Agreement) ,

"Security Agreement" means that certain Collateral Agreement dated as of the date hereof between Avery Weigh-Tronix, LLC, a Delaware limited liability company, Avery Weigh-Tronix Holdings Limited, an English company, and the Security Agent.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York; provided, that if, with respect to any UCC financing statement or by reason of any provisions of law, the perfection or the effect of perfection or non-perfection of the security interests granted to the Security Agent is governed by the Uniform Commercial Code as in effect in a jurisdiction of the United States other than New York, then "UCC" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of any UCC financing statement relating to such perfection or effect of perfection or non-perfection.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Rules of Construction. All defined terms shall include both the singular and the plural forms thereof and shall be construed accordingly. Use of the terms "herein", "hereof", and "hereunder" shall be deemed references to this Agreement in its entirety and not to the Section or clause in which such term appears. References to "Sections" and "subsections" shall be to Sections and subsections, respectively, of this Agreement unless otherwise specifically provided.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, the Grantor hereby assigns, transfers and conveys to the Security Agent for the benefit of the Secured Parties, and grants to the Security Agent a security interest in and a mortgage upon, all of the Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral");

(i) Patents. (A) All patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(B) all general intangibles and all intangible intellectual or other similar property of the Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(C) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Security Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(ii) Trademarks. (A) All state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(B) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets;

(C) all general intangibles and all intangible intellectual or other similar property of the Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(D) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Security Agent is the loss payee thereof) or any

indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(iii) Copyrights. (A) All of the Grantor's present and future United States registered copyrights and copyright registrations, including the Grantor's United States registered copyrights and copyright registrations listed in Schedule A to this Agreement, all of the Grantor's present and future United States applications for copyright registrations, including the Grantor's United States applications for copyright registrations listed in Schedule A to this Agreement, and all of the Grantor's present and future copyrights that are not registered in the Copyright Office including, without limitation, derivative works (collectively, the "Copyrights"), and any and all royalties, payments, and other amounts payable to the Grantor in connection with the Copyrights, together with all renewals and extensions of the Copyrights, the right to recover for all past, present, and future infringements of the Copyrights, and all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(B) all of the Grantor's right, title and interest in and to any and all present and future license agreements with respect to the Copyrights;

(C) all present and future accounts and other rights to payment arising from, in connection with or relating to the Copyrights; and

(D) all cash and non-cash proceeds of any and all of the foregoing.

(b) Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to the Security Agent pursuant to the Security Agreement. The rights and remedies of Security Agent with respect to the security interests granted herein are without prejudice to, and are in addition to, those granted to the Security Agent pursuant to the Security Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Each of the Grantors represents and warrants to the Security Agent that a true and correct list of all of the existing Collateral consisting of (i) U.S. patents and patent applications or registrations, (ii) U.S. trademarks, trademark registrations or applications and (iii) United States registered copyrights and copyright registrations or applications for any rights owned by the Grantor, in whole or in part, is set forth in Schedule A.

SECTION 5. Further Acts. On a continuing basis, the Grantor shall do all such acts or execute all such instruments and documents as the Security Agent may specify pursuant to the Security Agreement, the Facilities Agreement or the Mezzanine Facility Agreement. The Security Agent may record this Agreement, an abstract thereof, or any other document describing the Security Agent's interest in the Collateral with the PTO or Copyright Office (as applicable), at the expense of the Grantor. In addition, the Grantor authorizes the Security Agent to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Security Agent.

SECTION 6. Authorization to Supplement. If the Grantor shall obtain rights to any new (i) patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent or (ii) trademarks or renewal or extension of any trademark registration or (iii) United States copyright registrations or applications, the provisions of this Agreement shall automatically apply thereto, and the Grantor shall give prompt notice in writing to the Security Agent with respect thereto. Without limiting the Grantor's obligations under this Section 6, the Grantor authorizes the Security Agent unilaterally to modify this Agreement by amending Schedule A to include any such new patent or trademark rights or United States copyright registrations or applications. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Security Agent's continuing security interest in all Collateral, whether or not listed on Schedule A.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor and the Security Agent and their respective successors and assigns. The Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Facilities Agreement and the Mezzanine Facility Agreement.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal law of the State of New York (including for such purpose Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York), without regard to conflict of law principles.

SECTION 9. Entire Agreement; Amendment. This Agreement and the Security Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties. Notwithstanding the foregoing, the Security Agent unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 6 hereof. To the extent that any provision of this

Agreement conflicts with any provision of the Security Agreement, the Facilities Agreement, the Mezzanine Facility Agreement, the Finance Documents or the Mezzanine Finance Documents, the provision giving the Security Agent greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Security Agent under the Security Agreement, the Facilities Agreement, the Mezzanine Facility Agreement, the Finance Documents and the Mezzanine Finance Documents.

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. Termination. Upon the irrevocable payment in full in immediately available funds and performance of all of the Obligations and the termination of all commitments to lend and letters of credit and other commitments outstanding under the Finance Documents and the Mezzanine Finance Documents, the security interests created by this Agreement shall terminate and the Security Agent (at the Grantor's expense) shall promptly execute and deliver to the Grantor such documents and instruments reasonably requested by the Grantor as shall be necessary to evidence termination of all such security interests given by the Grantor to the Security Agent hereunder, including cancellation of this Agreement by written notice from the Security Agent to the PTO or Copyright Office, as applicable.

SECTION 12. No Inconsistent Requirements. The Grantor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and the Grantor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Facilities Agreement.

[The remainder of this page is left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTOR:

AVERY WEIGH-TRONIX, LLC, a Delaware limited liability company

By: Avery Weigh-Tronix Holdings Limited, its
sole member

By: 

Name: GERALD BONE

Its: DIRECTOR

SECURITY AGENT:

THE ROYAL BANK OF SCOTLAND PLC,
as successor Security Agent and on behalf of the
Secured Parties

By: _____

Name: _____

Its: _____

ORIGINAL SECURITY AGENT:

**EUROPEAN CAPITAL FINANCIAL
SERVICES LIMITED**, as original Security Agent
and on behalf of the Secured Parties

By: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTOR:

AVERY WEIGH-TRONIX, LLC, a Delaware limited liability company

By: Avery Weigh-Tronix Holdings Limited, its sole member

By: _____
Name: _____
Its: _____

SECURITY AGENT:

THE ROYAL BANK OF SCOTLAND PLC, as successor Security Agent and on behalf of the Secured Parties

By: AK
Name: ADRIAN ROWLES
Its: DULY AUTHORIZED ATTORNEY

ORIGINAL SECURITY AGENT:

EUROPEAN CAPITAL FINANCIAL SERVICES LIMITED, as original Security Agent and on behalf of the Secured Parties

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTOR:

AVERY WEIGH-TRONIX, LLC, a Delaware limited liability company

By: Avery Weigh-Tronix Holdings Limited, its sole member

By: _____
Name: _____
Its: _____

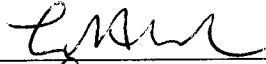
SECURITY AGENT:

THE ROYAL BANK OF SCOTLAND PLC, as successor Security Agent and on behalf of the Secured Parties

By: _____
Name: _____
Its: _____

ORIGINAL SECURITY AGENT:

EUROPEAN CAPITAL FINANCIAL SERVICES LIMITED, as original Security Agent and on behalf of the Secured Parties

By: 
Name: L. Mark
Its: Director

SCHEDULE A
to the Intellectual Property Security Agreement

A. Patents

Issued U.S. Patents

See attached.

Pending U.S. Patent Applications

See attached.

B. Trademarks

Issued U.S. Trademarks

See attached.

Pending U.S. Trademark Applications

See attached.

C. Copyrights

Issued U.S. Copyrights

None.

Pending U.S. Copyright Applications

None.

SCHEDULE

Registered IPR

Part A

Patents and patent applications

COUNTRY	APPLN NO	PUBLICATION PATENT NO	EFFECTIVE DATE	TITLE	PROPRIETORS NAME
U.S.A.	06/774,755	4,660,662	28-04-1987	Digital Electronic Scale With Stabilized Display	WEIGH-TRONIX
U.S.A	09/954,450	6,552,278	04-22-03	Multiple Load-Sensing Multi-load Cell Scale And Method	WEIGH-TRONIX, INC.
U.S.A	09/794,687	6,633,008	10-14-2003	Electronic Force Sensing Shock Resistant Load Cell	WEIGH-TRONIX, INC.
U.S.A	08/941,164	6,037,550	03-14-2000	On-board Vehicle Weighing Apparatus And Method	WEIGH-TRONIX, INC.
U.S.A	08/612,143	5,750,937	05-12-1998	Multi-load Cell Force Sensing Apparatus	WEIGH-TRONIX, INC.
U.S.A.	10/741,476	7,004,040	28-02-2006	Support Structure For A Load- Bearing Device	WEIGH-TRONIX, INC.
U.S.A.	10/124,861	6,693,244	02-17-2004	Method And Apparatus For Retrofitting An Existing Conveyor To Include A Factory Calibrated Weighing Device	WEIGH-TRONIX, INC.
U.S.A.	08/491,034	5,837,946	11-17-1998	Force Sensitive Scale And Dual Load Sensor Cell For Use Therewith	WEIGH-TRONIX, INC.
U.S.A.	08/964,765	6,002,090	12-14-1999	Force Sensitive Scale For Fork Lifts With Electronically Coupled Load Sensors (Divisional of US 5,837,946)	WEIGH-TRONIX, INC.
U.S.A.	08/064,551	5,442,146	08-15-1995	Counting Scale And Load Cell Assembly Therefor (CIP of Pat Nos. 5,313,023 and 5,336,854)	WEIGH-TRONIX, INC.
U.S.A.	08/064,834	5,391,844	02-21-1995	Load Cell (CIP of Pat. No. 5,336,854 and 5,313,023)	WEIGH-TRONIX, INC.

COUNTRY	APPLN NO	PUBLICATION PATENT NO	EFFECTIVE DATE	TITLE	PROPRIETORS NAME
U.S.A.	07/862,827	5,336,854	08-09-1994	Electronic Force Sensing Load Cell	WEIGH-TRONIX, INC.
U.S.A.	07/863,162	5,313,023	05-17-1994	Load Cell	WEIGH-TRONIX, INC.
U.S.A.	07/929,960	5,240,190	08-31-1993	Hammer Mill	WEIGH-TRONIX, INC.
U.S.A.	29/039,800	D445,048	07-17-2001	Weighing Platform For A Scale	WEIGH-TRONIX, INC.
U.S.A.	29/005,725	D357,198	04-11-1995	Display Enclosure With Display	WEIGH-TRONIX, INC.

Part B
Trade Marks and applications

COUNTRY	NUMBER	FILING DATE	EFFECTIVE DATE	MARK	CLASS	PROPRIETORS NAME
U.S.A.	2926615	05/08/2002	15/02/2005	AVERY WEIGH-TRONIX	9	WEIGH-TRONIX, INC.
U.S.A.	2203258	25/02/1997	10/11/1998	BRIDGEMONT	9	WEIGH-TRONIX, INC.
U.S.A.	2080081	06/11/1995	15/07/1997	CAPTAIN HOOK	9	WEIGH-TRONIX, INC.
U.S.A.	1001468	09/10/1973	14/01/1975	DIGICELL	9	WEIGH-TRONIX, INC.
U.S.A.	960857	22/02/1972	12/06/1973	DIGIFLEX	9	WEIGH-TRONIX, INC.
U.S.A.	663439	15/03/1957	24/06/1958	DILLON	9	WEIGH-TRONIX, INC.
U.S.A.	685908	04/12/1958	29/09/1959	DILLON & DESIGN	9	WEIGH-TRONIX, INC.
U.S.A.	683243	04/12/1958	11/08/1959	DILLON (STYLIZED)	9	WEIGH-TRONIX, INC.
U.S.A.	2139496	12/12/1995	24/02/1998	DURABRIDGE	9	WEIGH-TRONIX, INC.
U.S.A.	701318	04/12/1958	19/07/1960	DYNASWITCH	9	WEIGH-TRONIX, INC.
U.S.A.	1104258	30/03/1978	17/10/1978	NCI & DESIGN	9	WEIGH-TRONIX, INC.
U.S.A.	954405	03/02/1971	06/03/1973	NCI & KEYPUNCH DESIGN	9	WEIGH-TRONIX, INC.
U.S.A.	988896	03/02/1971	23/07/1974	NCI NATIONAL CONTROLS & KEYPUNCH DESIGN	9	WEIGH-TRONIX, INC.
U.S.A.	1988835	16/09/1993	23/07/1996	QDT & DESIGN	9	WEIGH-TRONIX, INC.
U.S.A.	2550657	05/10/1999	19/03/2002	QUANTROL	9	WEIGH-TRONIX, INC.
U.S.A.	2659266	20/02/2002	10/12/2002	SENSORCOMM	9	WEIGH-TRONIX, INC.
U.S.A.	2668416	21/08/2001	31/12/2002	SILVERLINE	9	WEIGH-TRONIX, INC.
U.S.A.	2207618	14/04/1997	01/12/1998	SIMULCAST	9	WEIGH-TRONIX, INC.
U.S.A.	1174940	05/05/1980	27/10/1981	STEELBRIDGE	9	WEIGH-TRONIX, INC.

COUNTRY	NUMBER	FILING DATE	EFFECTIVE DATE	MARK	CLASS	PROPRIETORS NAME
U.S.A.	2782897	15/04/2002	11/11/2003	TRAXLE	9	WEIGH-TRONIX, INC.
U.S.A.	2062908	11/03/1996	20/05/1997	U-MAIL	9	WEIGH-TRONIX, INC.
U.S.A.	1490013	22/09/1987	31/05/1988	WEIGH BAR	9	WEIGH-TRONIX, INC.
U.S.A.	1094298	21/01/1977	27/06/1978	WEIGH-TRONIX	9	WEIGH-TRONIX, INC.
U.S.A.	1954983	27/03/1995	06/02/1996	WINSCALE	9	WEIGH-TRONIX, INC.
U.S.A.		21/10/1997		WINSCALE	9	WEIGH-TRONIX, INC.
U.S.A.	942345	14/06/1971	05/09/1972	XL	9	WEIGH-TRONIX, INC.
U.S.A.	1898029	09/08/1993	06/06/1995	QUARTZELL	9	AVERY WEIGH-TRONIX, LLC
U.S.A.	1939481	17/08/1994	05/12/1995	SIMPOSER	9	AVERY WEIGH-TRONIX, LLC

DETROIT 27192-1 960075v1