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
Measurement Specialties, Inc.	06/01/2010

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 46

Property Type	Number
Patent Number:	6800987
Patent Number:	6772490
Patent Number:	6677707
Patent Number:	6635910
Patent Number:	6568276
Patent Number:	6550337
Patent Number:	6534999
Patent Number:	6526834
Patent Number:	6504289
Patent Number:	6417466
Patent Number:	6411015
Patent Number:	6411014
Patent Number:	6406636
Patent Number:	6341528
Patent Number:	6239535

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Patent Number:	5929391
Patent Number:	5673041
Patent Number:	5571961
Patent Number:	5515341
Patent Number:	5495137
Patent Number:	5486820
Patent Number:	5483501
Patent Number:	5452612
Patent Number:	5442592
Patent Number:	5424716
Patent Number:	5237753
Patent Number:	5180986
Patent Number:	5116457
Patent Number:	5079847
Patent Number:	7204010
Patent Number:	7218040
Patent Number:	7181977
Patent Number:	6937736
Patent Number:	6889153
Patent Number:	6938490
Patent Number:	7317313
Patent Number:	7484887
Patent Number:	7124048
Patent Number:	7412892
Patent Number:	7592800
Patent Number:	7546778
Patent Number:	7342350
Application Number:	12394999
Application Number:	12330316
Application Number:	12118294
Patent Number:	5014793

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	36084-37240
NAME OF SUBMITTER:	Dusan Clark

Total Attachments: 6
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EXECUTION COPY

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of June 1, 2010 by and from MEASUREMENT SPECIALTIES, INC., a New Jersey corporation ("Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Collateral Agent for the Secured Parties (as defined in the Security Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, Grantor and certain Subsidiaries of Grantor have entered into a Pledge and Security Agreement dated as of the date hereof in favor of Grantee (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor owns the patents listed on Exhibit A attached hereto (the "Patents"), which Patents are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Credit Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Patents acquired under the Security Agreement and this Confirmatory Grant.

(b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Patents now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Patents, (3) the goodwill associated with such Patents and (4) all causes of action arising prior to or after the date hereof for infringement of such Patents or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

MEASUREMENT SPECIALTIES, INC.

By: _____

Name: Mark Thomson

Title: Chief Financial Officer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS

Exhibit A - SCHEDULE OF PATENTS

NO.	CTRY	STATUS	TITLE	APPLN. NO.	APPLN. DATE	PATENT/ REG. NO.	ISSUE DATE
1	US	Granted	PROTECTIVE HOUSING FOR ULTRASONIC TRANSDUCER APPARATUS	10/349,483	1/22/2003	6,800,987	10/5/2004
2	US	Granted	A METHOD OF FORMING A RESONANCE TRANSDUCER	09/922111	7/23/1999	6,772,490	8/10/2004
3	US	Granted	SIDE EMITTING SURFACE MOUNTED LIGHT EMITTING DIODE	612163	7/8/2000	6,677,707	3/5/2004
4	US	Granted	SILICON STRAIN GAGE HAVING A THIN LAYER OF HIGHLY CONDUCTIVE SILICON	09/359012	7/22/1999	6,635,910	10/21/2003
5	US	Granted	STRAIN GAUGE BASED SENSOR WITH IMPROVED LINEARITY	09/633177	8/4/2000	6,568,276	5/27/2003
6	US	Granted	ISOLATION TECHNIQUE FOR PRESSURE SENSING STRUCTURE	489560	1/19/2000	6,550,337	4/22/2003
7	US	Granted	CABLE SENSOR	09/991190	11/15/2001	6,534,999	3/18/2003
8	US	Granted	PIEZOELECTRIC SENSOR	645007	8/23/2000	6,526,834	3/4/2003
9	US	Granted	PIEZOELECTRIC TRANSDUCER HAVING PROTUBERANCES FOR TRANSMITTING ACOUSTIC ENERGY AND METHOD OF MAKING THE SAME	09/954811	3/28/2000	6,504,289	1/7/2003
10	US	Granted	LOAD CELL WITH BOSSED SENSOR PLATE FOR AN ELECTRICAL WEIGHING SCALE	09/146890	9/3/1998	6,417,466	7/9/2002
11	US	Granted	MULTIPLE PIEZOELECTRIC TRANSDUCER ARRAY	09/567385	5/9/2000	6,411,015	6/25/2002
12	US	Granted	CYLINDRICAL TRANSDUCER APPARATUS	09/566612	5/9/2000	6,411,014	6/25/2002
13	US	Granted	METHODS FOR WAFER TO WAFER BONDING USING MICROSTRUCTURES	09/324342	6/2/1999	6,406,636	6/18/2002
14	US	Granted	STRAIN SENSING STRUCTURE WITH IMPROVED RELIABILITY	438879	11/12/1999	6,341,528	1/29/2002
15	US	Granted	OMNI-DIRECTIONAL ULTRASONIC TRANSDUCER APPARATUS HAVING CONTROLLED FREQUENCY RESPONSE	09/281398	3/30/1999	6,239,535	5/29/2001
16	US	Granted	LOAD CELL FOR AN ELECTRICAL WEIGHING SCALE	08/641624	5/2/1996	5,929,391	7/27/1999

17	US	Granted	REFLECTIVE MODE ULTRASONIC TOUCH SENSITIVE SWITCH	08/518692	8/24/1995	5,673,041	9/30/1997
18	US	Granted	WHEEL LOAD SENSOR WITH PIEZO-ELECTRIC PICKUP AND METHOD OF MANUFACTURING SUCH A SENSOR	08/316579	9/30/1994	5,571,961	11/05/1996
19	US	Granted	PROXIMITY SENSOR UTILIZING POLYMER PIEZOELECTRIC FILM	08/121392	9/14/1993	5,515,341	5/07/1996
20	US	Granted	PROXIMITY SENSOR UTILIZING POLYMER PIEZOELECTRIC FILM WITH PROTECTIVE METAL LAYER	08/298864	8/31/1994	5,495,137	2/27/1996
21	US	Granted	TRAFFIC SENSOR HAVING PIEZOELECTRIC SENSORS WHICH DISTINGUISH LANES OF TRAFFIC	07/992577	12/18/1992	5,486,820	1/23/1996
22	US	Granted	SHORT DISTANCE ULTRASONIC DISTANCE METER	08/236907	4/29/1994	5,483,501	1/09/1996
23	US	Granted	MULTI-MODE ACCELEROMETER	08/159350	11/30/1993	5,452,612	9/26/1995
24	US	Granted	ULTRASONIC DISTANCE METER	08/193345	2/8/1994	5,442,592	8/15/1995
25	US	Granted	PENETRATION DETECTION SYSTEM	07/957604	10/6/1992	5,424,716	6/13/1995
26	US	Granted	CAPACITIVE GRAVITY SENSOR AND INCLINOMETER	07/884332	5/18/1992	5,237,753	8/24/1993
27	US	Granted	TWO AXIS CAPACITIVE INCLINATION SENSOR	07/775593	5/22/1989	5,180,986	1/19/1993
28	US	Granted	SEMICONDUCTOR TRANSDUCER OR ACTUATOR UTILIZING CORRUGATED SUPPORTS	07/753607	8/30/1991	5,116,457	5/26/1992
29	US	Granted	TWO AXIS INCLINATION SENSOR	07/355014	5/22/1989	5,079,847	1/14/1992
30	US	Granted	LOAD SENSOR PLATE	10/833,539	4/28/2004	7,204,010	4/17/2007
31	US	Granted	HANDHELD DEVICE HAVING ULTRASONIC TRANSDUCER FOR AXIAL TRANSMISSION OF ACOUSTIC SIGNALS	10/625,482	7/22/2003	7,218,040	5/15/2007
32	US	Granted	SENSOR ASSEMBLY WITH LEAD ATTACHMENT	10/349,482	1/22/2003	7,181,977	2/27/2007
33	US	Granted	CONTACT MICROPHONE USING CURVED PEEZO FILM	10/212,557	8/5/2002	6,937,736	8/30/2005
34	US	Granted	SYSTEM AND METHOD FOR SELF-CALIBRATING NON-INVASIVE SENSOR	10/149,779	6/12/2002	6,889,153	5/3/2005

35	US	Granted	ISOLATION TECHNIQUE FOR PRESSURE SENSING STRUCTURE	10/371,509	2/20/2003	6,938,490	9/6/2005
36	US	Granted	MAGNETIC ENCODER APPARATUS	10/413,640	4/15/2003	7,317,313	1/08/2008
37	US	Granted	DIGITALLY MODIFIED RESISTIVE OUTPUT FOR A TEMPERATURE SENSOR	10/783,491	2/20/2004	7,484,887	2/03/2009
38	US	Granted	SYSTEM AND METHOD FOR A SELF-CALIBRATING NON-INVASIVE SENSOR	11/007,656	12/8/2004	7,124,048	10/17/2006
39	US	Granted	METHOD OF MAKING PRESSURE TRANSDUCER AND APPARATUS	11/810,606	6/06/2007	7,412,892	8/19/2008
40	US	Granted	ALIGNMENT SPACER FOR MAGNETIC ENCODER APPARATUS WITH AT LEAST ONE TAB	11/904,100	9/26/2007	7,592,800	9/22/2009
41	US	Granted	FLOW METER	12/021,658	1/29/2008	7,546,778	7/16/2009
42	US	Granted	HANDHELD DEVICE HAVING ULTRASONIC TRANSDUCER FOR AXIAL TRANSMISSION OF ACOUSTIC SIGNALS	11/504,306	8/15/2006	7,342,350	3/11/2008
43	US	Filed	LOW PRESSURE TRANSDUCER USING BEAM AND DIAPHRAGM	12/394,999	2/27/2009		
44	US	Filed	MULTILAYER BACKING ABSORBER FOR ULTRASONIC TRANSDUCER	12/330,316	12/8/2008		
45	US	Filed	TAMPER RESISTANT ELECTRONIC TRANSACTION ASSEMBLY	12/118,294	5/09/2008		
46	US	Filed	MAGNETIC ENCODER APPARATUS	11/904,100	9/26/2007	7,592,800	9/22/2009
47	US	Filed	ACOUSTIC SENSOR USING CURVED PIEZOELECTRIC FILM	10/212,557	8/5/2002	6,937,736	8/30/2005
48	US	Filed	VARIABLE SPEED DC MOTOR CONTROLLER APPARATUS PARTICULARLY ADAPTED FOR CONTROL OF PORTABLE-POWER TOOLS		4/10/1989	5,014,793	5/15/1991