

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2800634

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
MEASUREMENT SPECIALTIES, INC.	04/03/2014
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: 4	
Property Type	Number
Application Number:	14063717
Application Number:	12148430
Patent Number:	6814486
Application Number:	14071131
CORRESPONDENCE DATA	
Fax Number:	(214)981-3400
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
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ATTORNEY DOCKET NUMBER:	36084-37240
NAME OF SUBMITTER:	DUSAN CLARK
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	04/04/2014
Total Attachments: 4	
source=MEAS_ Executed Confirmatory Grant re Patents (Measurement Specialties, Inc. - April 2014)#page1.tif	
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**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 April 3, 2014 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 June 1, 2010 in favor of Grantee (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor hereby seeks to supplement the listing of patents covered by the Security Agreement, to take into account newly-filed applications and/or newly acquired properties.

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.

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

MEASUREMENT SPECIALTIES, INC.

By: Jeffrey Kostelnik
Name: Jeffrey Kostelnik
Title: Treasurer

CONFIRMATORY GRANT OF SECURITY INTEREST
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Exhibit A - SCHEDULE OF PATENTS

No.	Title	Filing Date	Filing No.	Grant Date	Grant No.	Expiration	Status
1	MULTILAYER BACKING ABSORBER FOR ULTRASONIC TRANSDUCERS	10/25/2013	14/063717				
2	REINFORCED FLEXIBLE STATOR WINDING TEMPERATURE SENSOR	9/26/2013	12/148,430				
3	RETURN BEND TEMPERATURE SENSOR	8/9/2002	10/215,863	11/9/2004	6814486	8/8/2022	Granted
4	A HIGH-SPEED SENSOR FOR MEASURING CHEST DEFLECTION IN CRASH TEST DUMMIES	11/4/2013	14/071131				