

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Vishay Sprague, Inc., successor-in-interest to Vishay EFI, Inc. and Vishay Thin Film, LLC		02/12/2010	CORPORATION: DELAWARE
Vishay Dale Electronics, Inc.		02/12/2010	CORPORATION: DELAWARE
Vishay Intertechnology, Inc.		02/12/2010	CORPORATION: DELAWARE
Siliconix Incorporated		02/12/2010	CORPORATION: DELAWARE
Vishay Measurements Group, Inc.		02/12/2010	CORPORATION: DELAWARE
Vishay Transducers Ltd.		02/12/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Comerica Bank, as Agent
<b>Street Address:</b>	39200 W. Six Mile Road
<b>City:</b>	Livonia
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48152
<b>Entity Type:</b>	a Texas banking association: TEXAS

**PROPERTY NUMBERS Total: 49**

Property Type	Number	Word Mark
Registration Number:	0434718	ATOM
Registration Number:	0948851	BULK METAL
Registration Number:	2696001	CHIPFET
Registration Number:	0964060	DALE
Registration Number:	1383220	DALE
Registration Number:	2602606	FUNCTIONPAK
Registration Number:	3256019	HVARC GUARD
Registration Number:	3394307	IHLP
Registration Number:	1727230	LITTLE FOOT

**TRADEMARK**

**900155770**

**REEL: 004157 FRAME: 0424**

**CH \$1240.00 0434718**

Registration Number:	2701037	MICRO FOOT
Registration Number:	1026129	MICRO-MEASUREMENTS
Registration Number:	3526660	MICROTAN
Registration Number:	0706626	PHOTOSTRESS
Registration Number:	2990388	POLARPAK
Registration Number:	2074628	POWER METAL STRIP
Serial Number:	77575295	POWERPAIR
Registration Number:	1979712	QUICK-NET
Registration Number:	2736563	SENSORTRONICS
Registration Number:	3087499	SI
Registration Number:	3469285	SKYFET
Registration Number:	0858837	SPECTROL
Registration Number:	0859975	SPRAGUE
Registration Number:	2320594	STRAINSMART
Registration Number:	1492049	SUPERTAN
Registration Number:	1380243	TANTAMOUNT
Registration Number:	2080476	TRANSDUCER-CLASS
Registration Number:	2035560	TRENCHFET
Registration Number:	1790212	VISHAY
Registration Number:	1015163	VISHAY
Registration Number:	0837476	VISHAY
Registration Number:	3530560	VISHAY
Registration Number:	1692580	VISHAY
Registration Number:	3530559	VISHAY
Registration Number:	1687032	VISHAY
Registration Number:	1689517	VISHAY INTERTECHNOLOGY
Registration Number:	1238139	VITRAMON
Registration Number:	0839908	VITRAMON
Registration Number:	3431324	WSL
Registration Number:	3264991	WSR
Registration Number:	1319124	DALE
Registration Number:	0762217	DALE
Serial Number:	77564527	SPRAGUE
Registration Number:	0756397	M M
Registration Number:	2672428	POWERPAK

Registration Number:	2813820	WFET
Registration Number:	3256028	TMBS
Serial Number:	77660786	TURBOFET
Registration Number:	0908981	2
Registration Number:	1687033	VISHAY

**CORRESPONDENCE DATA**

Fax Number: (734)930-2494  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 734-761-3780  
Email: asujek@bodmanllp.com  
Correspondent Name: Angela Alvarez Sujek - Bodman LLP  
Address Line 1: 201 South Division, Ste 400  
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	02/24/2010

Total Attachments: 12  
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## AGREEMENT

### (Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of February 12, 2010 between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

### WITNESSETH

A. WHEREAS, pursuant to that certain Fourth Amended and Restated Credit Agreement dated as of June 29, 2008 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Vishay Intertechnology, Inc. ("Company" the Permitted Borrowers (as defined in the Credit Agreement and collectively with the Company, the "Borrowers") from time to time signatory thereto, the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Lenders have agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrowers and to provide for the issuance of Letters of Credit for the account of the Borrowers, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of the date hereof, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Lenders of a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Advances (including the initial Advance) to the Borrower pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark License, including any Trademark, Trademark registration or Trademark License referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is

permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with the Credit Agreement.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

**VISHAY SPRAGUE, INC., successor-in-interest  
to VISHAY EFI, INC. and VISHAY THIN  
FILM, LLC**


By: William M Clancy  
Its: Secretary

VISHAY DALE ELECTRONICS, INC.

By: William M. Clancy  
Its: Secretary



VISHAY INTERTECHNOLOGY, INC.

By:   
Peter Henrici

Its: Secretary, Treasurer and Senior  
Vice President (Corporate Communications)

**SILICONIX INCORPORATED**

By: William M. Clency  
Its: Secretary

**VISHAY MEASUREMENTS GROUP, INC.**

By: William M. Clancy  
Its: Secretary

VISHAY TRANSDUCERS LTD.

By: William M. Clorkey  
Its: Secretary

SECURED PARTY:

COMERICA BANK, as Agent

By: Liesl Eckhardt  
Liesl Eckhardt  
Its: Assistant Vice President

**SCHEDULE 1.1**

**TRADEMARK COLLATERAL**

No.	Trademark	Legal Owner	Country	Reg.#	Reg. Date
1.	ATOM	Vishay Sprague, Inc.	United States	434718	12/2/1947
2.	BULK METAL	Vishay Intertechnology, Inc.	United States	948851	12/19/1972
3.	CHIPFET	Siliconix incorporated	United States	2696001	03/11/2003
4.	DALE	Vishay Dale Electronics, Inc.	United States	964060	07/17/1973
5.	DALE	Vishay Dale Electronics, Inc.	United States	1383220	02/18/1986
6.	FUNCTIONPAK	Vishay Intertechnology, Inc.	United States	2602606	07/30/2002
7.	HVARC GUARD	Vishay Sprague, Inc.	United States	3256019	06/26/2007
8.	IHLP	Vishay Dale Electronics, Inc.	United States	3394307	03/11/2008
9.	LITTLE FOOT	Siliconix incorporated	United States	1727230	10/27/1992
10.	MICRO FOOT	Siliconix incorporated	United States	2701037	03/25/2003
11.	MICRO-MEASUREMENTS	Vishay Measurements Group, Inc.	United States	1026129	12/02/1975
12.	MICROTAN	Vishay Sprague, Inc.	United States	3526660	11/04/2008
13.	PHOTOSTRESS	Vishay Measurements Group, Inc.	United States	706626	11/01/1960
14.	POLARPAK	Siliconix incorporated	United States	2990388	08/30/2005
15.	POWER METAL STRIP	Vishay Dale Electronics, Inc.	United States	2074628	06/24/1997
16.	POWERPAIR	Siliconix incorporated	United States	App. 77/575,295	Filed: 09/22/2008
17.	QUICK NET	Vishay Intertechnology, Inc.	United States	1979712	06/11/1996
18.	SENSORTRONICS	Vishay Transducers, Ltd.	United States	2736563	07/15/2003
19.	SI STYLIZED	Siliconix incorporated	United States	3087499	05/02/2006
20.	SKYFET	Siliconix incorporated	USA	3469285	07/15/2008
21.	SPECTROL	Vishay Thin Film, LLC	United States	858837	10/22/1968
22.	SPRAGUE	Vishay Sprague, Inc.	United States	859,975	11/12/1968
23.	STRAINSMART	Vishay Measurements Group, Inc.	United States	2320594	02/22/2000
24.	SUPERTAN	Vishay Sprague, Inc.	United States	1492049	06/14/1988
25.	TANTAMOUNT	Vishay Sprague, Inc.	United States	1380243	01/28/1986
26.	TRANSDUCER-CLASS	Vishay Measurements Group, Inc.	United States	2080476	07/22/1997
27.	TRENCHFET	Siliconix incorporated	United States	2035560	02/04/1997
28.	VISHAY	Vishay Intertechnology, Inc.	United States	1790212	08/31/1993
29.	VISHAY	Vishay Intertechnology, Inc.	United States	1015163	07/08/1975
30.	VISHAY	Vishay Intertechnology, Inc.	United States	837476	10/24/1967
31.	VISHAY	Vishay Intertechnology, Inc.	United States	3530560	11/11/2008
32.	VISHAY (In Middle of Pyramid)	Vishay Intertechnology, Inc.	United States	1692580	06/09/1992
33.	VISHAY (In Middle of Pyramid)	Vishay Intertechnology, Inc.	United States	3530559	11/11/2008
34.	VISHAY (Triangle & Circle Design)	Vishay Intertechnology, Inc.	United States	1687032	05/12/1992
35.	VISHAY INTERTECHNOLOGY	Vishay Intertechnology, Inc.	United States	1689517	05/26/1992
36.	VITRAMON	Vishay Sprague, Inc.	United States	1238139	05/17/1983
37.	VITRAMON	Vishay Sprague, Inc.	United States	839,908	03/10/1966
38.	WSL	Vishay Dale Electronics, Inc.	United States	3431324	05/20/2008
39.	WSR	Vishay Dale Electronics, Inc.	United States	3264991	07/17/2007
40.	QUICK-NET	Vishay Intertechnology, Inc.	United States	1979712	06/11/1996
41.	DALE & OVAL DESIGN	Vishay Dale Electronics, Inc.	United States	1319124	02/12/1985
42.	DALE & OVAL DESIGN	Vishay Dale Electronics, Inc.	United States	762217	12/31/1963
43.	SPRAGUE	Vishay Sprague, Inc.	United States	Appln no 77/564527	09/08/08
44.	M M & Design	Vishay Measurements Group, Inc.	United States	756397	09/10/1963
45.	POWERPAK	Siliconix Incorporated	United States	2672428	01/07/2003

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No.	Trademark	Legal Owner	Country	Reg.#	Reg. Date
46.	WFET	Siliconix Incorporated	United States	2813820	02/10/2004
47.	TMBS	Vishay Intertechnology, Inc.	United States	3256028	06/26/2007
48.	TurboFET	Siliconix Incorporated	United States	Appln no. 77/660,786	File Date: 01/31/2009
49.	2	Vishay Sprague, Inc.	United States	908,981	3/2/71
50.	Vishay	Vishay Intertechnology, Inc.	United States	1,687,033	5/12/92