

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vishay Intertechnology, Inc.		10/05/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vishay Precision Group, Inc.		
<b>Street Address:</b>	3 Great Valley Parkway, Suite 150		
<b>City:</b>	Malvern		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19355		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0948851	BULK METAL	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(215)568-6499		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-568-6400		
Email:	trademarks@volpe-koenig.com		
Correspondent Name:	John J. O'Malley		
Address Line 1:	30 S. 17th Street, Suite 1600		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	VPGV103-T00483US0		
NAME OF SUBMITTER:	John J. O'Malley		
Signature:	/John J. O'Malley/		
Date:	02/04/2011		

OP \$40.00 0948851

**Total Attachments: 4**

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**TRADEMARK ASSIGNMENT**

**THIS AGREEMENT** is made this 5<sup>th</sup> <sup>October</sup> day of ~~September~~, 2010 by and between Vishay Precision Group, Inc. a Delaware corporation, with a principal address at 3 Great Valley Parkway, Suite 150, Malvern, PA 19355 (hereinafter "Assignee"), and Vishay Intertechnology, Inc., a Delaware corporation, with a principal address at 63 Lancaster Avenue Malvern, PA 19355 (hereinafter "Assignor"), and is made in furtherance of the Master Separation Agreement entered into by Assignor and Assignee on June 22, 2010.

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademarks identified on Schedule 1.3 attached hereto together with the goodwill of the business symbolized thereby and related thereto (collectively, the "Marks"); and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Marks and the business and goodwill of the business in connection with which the aforesaid Marks have been used.

NOW, THEREFORE, effective as of June 22, 2010, Assignor, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby assigns and transfers over to Assignee, its successors, legal representatives and assigns, the entire right, title, and interest of Assignor in and to said Marks, together with the business and goodwill of the business symbolized and associated with the aforesaid Marks, and all claims, if any, which may have arisen thereunder prior to the date of this Assignment, including all choses in action relating to the Marks, claims for past, present and future damages, profits and costs, both in equity and law, for any infringement or infringements of the Marks accruing on or before the date of this Assignment.

IN ADDITION, Assignor covenants and agrees that it will use commercially reasonable efforts to execute or cause the execution of any further assurance of title to any of the foregoing Marks described herein, and to, at any time, upon the reasonable request and at the expense of Assignee, deliver, or cause to be delivered,

any testimony in any interference, litigation or proceeding related thereto and execute, or cause to be executed, all papers that may be necessary or desirable to perfect the title to said Marks in Assignee, its successors, assigns or any other legal representatives, and make, or cause to be made, to the extent possible, all rightful oaths or declarations, and do all lawful acts requisite for procuring the same therein, without further compensation, but at the expense of Assignee, its successors, assigns or other legal representatives.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

IN WITNESS WHEREOF, intending to be legally bound, authorized representatives of the parties having full authority to bind the parties hereto according to the terms and conditions outlined herein have executed this Agreement as of the date first above written.

VISHAY INTERTECHNOLOGY, INC.,

By: David L. Tomlinson  
Name: David L. Tomlinson  
Title: SR Vice President Corporate Controller

State of Penna.  
County of Chester ss.

On this 5<sup>th</sup> day of October ~~September~~ 2010, David L. Tomlinson, personally known to me (or proved to me on satisfactory evidence) to be the person whose name is subscribed to the within instrument, executed the foregoing instrument, and acknowledged that she executed the same knowingly and willingly and for the purposes therein contained.

Witness my hand and Notarial seal the day and year immediately above written.

Notarial Seal  
Dorien Lee Hainey, Notary Public  
Malvern Boro, Chester County  
My Commission Expires March 16, 2013  
Member, Pennsylvania Association of Notaries

Dorien Lee Hainey  
Notary Public

Dorien Lee Hainey  
Printed or Typed Name of Notary

My Commission Expires:

IN WITNESS WHEREOF, Assignee has caused its duly authorized officer to execute this Assignment as of the date first above written.

**VISHAY PRECISION GROUP, INC.**

By: *Steven Klausner*  
Name: Steven Klausner  
Title: Treasurer

State of Pennsylvania  
County of \_\_\_\_\_ ss.

On this 13 day of October, 2010, Steven Klausner,  
personally known to me (or proved to me on satisfactory evidence) to be the person  
whose name is subscribed to the within instrument, executed the foregoing  
instrument, and acknowledged that she executed the same knowingly and willingly  
and for the purposes therein contained.

Witness my hand and Notarial seal the day and year immediately above  
written.

*Charles J Frank Jr*  
Notary Public

NOTARIAL SEAL  
CHARLES J FRANK JR  
Notary Public  
MALVERN BOROUGH, CHESTER COUNTY  
My Commission Expires Apr 5, 2014

Attachment to Schedule 1.3 to Master Separation Agreement  
Transferred Intellectual Property

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>RENEWAL DATE</u>	<u>CURRENT TRADEMARK OWNER</u>	<u>VPG ASSIGNEE</u>
<u>BULK METAL</u>	<u>EUROPEAN UNION</u>	<u>REGISTERED</u>	<u>14-Feb-11</u>	<u>Vishay Intertechnology, Inc.</u>	<u>Vishay Precision Group, Inc.</u>
<u>BULK METAL</u>	<u>FRANCE</u>	<u>REGISTERED</u>	<u>26-Jun-12</u>	<u>Vishay Intertechnology, Inc.</u>	<u>Vishay Precision Group, Inc.</u>
<u>BULK METAL</u>	<u>UNITED STATES</u>	<u>REGISTERED</u>	<u>19-Dec-12</u>	<u>Vishay Intertechnology, Inc.</u>	<u>Vishay Precision Group, Inc.</u>