

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vishay Precision Group, Inc.		01/29/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	1036663	BLH	
Registration Number:	1720026	GATE-WEIGH	
Registration Number:	1865626	KIS	
Registration Number:	1988094	PLUG-N-WEIGH	
Registration Number:	1987128	SAFE-WEIGH	
Registration Number:	0410180	SR-4	
Registration Number:	1171005	BLH	
Registration Number:	1990844	PLUG-N-WEIGH	
Registration Number:	0948851	BULK METAL	
Registration Number:	0756397	M M	
Registration Number:	1026129	MICRO-MEASUREMENTS	
Registration Number:	0706626	PHOTOSTRESS	
Registration Number:	2320594	STRAINSMART	
Registration Number:	2080476	TRANSDUCER-CLASS	

Registration Number:	2736563	SENSORTRONICS
Serial Number:	85735254	TEDEA-HUNTLEIGH

CORRESPONDENCE DATA

Fax Number: 3125693545

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-569-1000

Email: gwen.benoy@dbr.com

Correspondent Name: Jeffrey Baravetto/Drinker Biddle & Reath

Address Line 1: 191 N. Wacker Drive

Address Line 2: Suite 3700

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:

456911

NAME OF SUBMITTER:

Jeffrey Baravetto

Signature:

/Jeffrey Baravetto/

Date:

02/01/2013

Total Attachments: 5

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INTELLECTUAL PROPERTY COLLATERAL AGREEMENT

WHEREAS, VISHAY PRECISION GROUP, INC., a Delaware corporation (herein referred to as "Debtor"), owns all right, title and interest in and to (a) certain U.S. trademarks and trademark applications including those trademarks and trademark applications listed on the annexed Schedule A (the "Trademarks") and (b) certain U.S. patents and patent applications including those patents and patent applications listed on the annexed Schedule B (the "Patents") (the Trademarks and the Patents collectively referred to as the "Intellectual Property");

WHEREAS, Debtor is obligated to JPMorgan Chase Bank, National Association as an agent for itself and for other Secured Parties (hereinafter referred to as "Agent") pursuant to an Amended and Restated Security Agreement dated as of January 29, 2013 (as the same has been amended, supplemented or otherwise modified through the date hereof, and as the same may be amended, restated, supplemented or otherwise modified hereafter, the "Agreement") in favor of the Agent; and

WHEREAS, pursuant to the Agreement, Debtor granted to Agent a security interest in all right, title and interest of Debtor in and to, among other things, the Intellectual Property, including the applications and registrations therefor, together with the goodwill of the business connected with the use of and symbolized by the Trademarks, and all proceeds thereof, including, without limitation, any and all past, present and future causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations and the Canadian Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby grant to Agent a security interest in the Collateral to secure the prompt payment, performance and observance of its obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral made and granted hereby are fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, Debtor has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized as of the 29th day of January, 2013.

VISHAY PRECISION GROUP, INC.

By: 

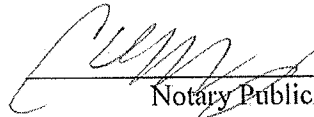
Name: Steven Klausner

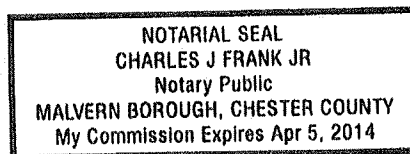
Title: Treasurer

(Signature Page to U.S. Intellectual Property Collateral Agreement)

STATE OF Pennsylvania)
) ss.:
COUNTY OF Chester)

On this 29th day of January, 2013, before me personally appeared Steven Klausner to me known, who, being by me duly sworn, did depose and say that he is and Treasurer of Vishay Precision Group, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation, and that he signed his name thereto pursuant to such authority.


Notary Public



(Signature Page to U.S. Intellectual Property Collateral Agreement)

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Owner of Record	Trademark	Application Number	Registration Number	Registration Date
Vishay Transducers Ltd. *	BLH	73/045,181	1,036,663	3/30/1976
Vishay Transducers Ltd. *	GATE-WEIGH	74/233,847	1,720,026	9/29/1992
Vishay Transducers Ltd. *	KIS	74/438,044	1,865,626	12/6/1994
Vishay Transducers Ltd. *	PLUG-N-WEIGH	74/626,641	1,988,094	7/23/1996
Vishay Transducers Ltd. *	SAFE-WEIGH	74/705,294	1,987,128	7/16/1996
Vishay Transducers Ltd. *	SR-4	71/462,176	410,180	11/14/1944
Vishay Transducers Ltd. *	BLH & Design	73/233,426	1,171,005	9/29/1981
Vishay Transducers Ltd. *	PLUG-N-WEIGH AND DESIGN	74/626,646	1,990,844	8/6/1996
Vishay Precision Group, Inc.	BULK METAL	72/384,368	948,851	12/19/1972
Vishay Measurements Group, Inc.	M M & Design	72/158,639	756,397	9/10/1963
Vishay Measurements Group, Inc.	MICRO-MEASUREMENTS	73/043,880	1,026,129	12/2 /1975
Vishay Measurements Group, Inc.	PHOTOSTRESS	72/091,753	706,626	11/1/1960
Vishay Measurements Group, Inc.	STRAINSMART	75/521,993	2,320,594	2/22/2000
Vishay Measurements Group, Inc.	TRANSDUCER-CLASS	74/537,767	2,080,476	7/22/1997
Vishay Transducers Ltd	SENSORTRONICS	76/454,011	2,736,563	7/15/2003
Vishay Transducers Ltd	TEDEA-HUNTLEIGH	85/735,254		Filed 9/21/2012

* Assigned to Vishay Transducers Ltd. as part of a merger. Assignment has not yet been filed with the USPTO

SCHEDULE B

PATENTS AND PATENT APPLICATIONS

Current Owner of Record	Patent Title	Filing Date	Application No.	Patent No.	Patent Grant Date
Vishay Transducers, Ltd. *	Load cell	8/6/1998	09/130,157	6,422,096	7/23/2002
Vishay Transducers, Ltd. *	Vehicle axle load weighing system	8/1/1996	08/693,802	5,677,498	10/14/1997
Vishay Precision Group, Inc.	Foil strain gage for automated handling and packaging	10/5/2004	10/958,545	7,150,199	12/19/2006
Vishay Precision Group, Inc.	Electrical resistors and methods of making same	5/2/1991	07/695,044	5,206,623	4/27/1993
Vishay Precision Group, Inc.	Circuit Compensation In Strain Gage Based Transducers	7/28/2010	12/844,999	8,161,829	4/24/2012

* Assigned to Vishay Transducers Ltd. as part of a merger. Assignment has not yet been filed with the USPTO