

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369090

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vishay Transducers Ltd.		12/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank National Association as Agent		
Street Address:	10 South Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1036663	BLH	
Registration Number:	1865626	KIS	
Registration Number:	1988094	PLUG-N-WEIGH	
Registration Number:	1990844	PLUG-N-WEIGH	
Registration Number:	1987128	SAFE-WEIGH	
Registration Number:	2736563	SENSORTRONICS	
Registration Number:	410180	SR-4	
Registration Number:	4338383	TEDEA-HUNTLEIGH	
Serial Number:	86147557	LOADPRO	
CORRESPONDENCE DATA			
Fax Number:	2159882757		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	karen.spina@dbr.com		
Correspondent Name:	Jill E. Bronson		
Address Line 1:	One Logan Square, Ste. 2000		
Address Line 2:	Drinker Biddle & Reath LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6996		
ATTORNEY DOCKET NUMBER:	48922-456911		

OP \$240.00 1036663

NAME OF SUBMITTER:	Jill E. Bronson
SIGNATURE:	/Jill E. Bronson/
DATE SIGNED:	01/13/2016
Total Attachments: 5 source=JPM_Vishay - December 2015 Refinancing - Intellectual Property Collateral Agreement (Vishay Transduc#page1.tif source=JPM_Vishay - December 2015 Refinancing - Intellectual Property Collateral Agreement (Vishay Transduc#page2.tif source=JPM_Vishay - December 2015 Refinancing - Intellectual Property Collateral Agreement (Vishay Transduc#page3.tif source=JPM_Vishay - December 2015 Refinancing - Intellectual Property Collateral Agreement (Vishay Transduc#page4.tif source=JPM_Vishay - December 2015 Refinancing - Intellectual Property Collateral Agreement (Vishay Transduc#page5.tif	

INTELLECTUAL PROPERTY COLLATERAL AGREEMENT

WHEREAS, VISHAY TRANSDUCERS LTD., 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 a Second Amended and Restated Security Agreement dated as of December 30, 2015 (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 30th day of December, 2015.

VISHAY TRANSDUCERS LTD.

By: 

Name: Steven Klausner

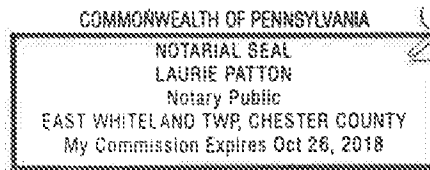
Title: Treasurer

[Signature Page to Intellectual Property Collateral Agreement (Vishay Transducers Ltd.)]

TRADEMARK
REEL: 005709 FRAME: 0066

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

On this 30th day of November, 2015, 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 Transducers Ltd., 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.



Laurie Patton
Notary Public

[Acknowledgment Page to Intellectual Property Collateral Agreement (Vishay Transducers Ltd.)]

TRADEMARK
REEL: 005709 FRAME: 0067

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Owner of Record	Trademark	Application Number	Filing Date	Registration Number	Registration Date
Vishay Transducers Ltd.	LOADPRO	86/147,557	12/18/2013	[pending]	[pending]
Vishay Transducers Ltd.	BLH	73/045,181	2/26/1975	1,036,663	3/30/1976
Vishay Transducers Ltd.	KIS	74/438,044	9/16/1993	1,865,626	12/6/1994
Vishay Transducers Ltd.	PLUG-N-WEIGH	74/626,641	1/27/1995	1,988,094	7/23/1996
Vishay Transducers Ltd.	PLUG-N-WEIGH AND DESIGN	74/626,646	1/27/1995	1,990,844	8/6/1996
Vishay Transducers Ltd.	SAFE-WEIGH	74/705,294	7/20/1995	1,987,128	7/16/1996
Vishay Transducers Ltd.	SENSORTRONICS	76/454,011	10/1/2002	2,736,563	7/15/2003
Vishay Transducers Ltd.	SR-4	71/462,176	7/20/1943	410,180	11/14/1944
Vishay Transducers Ltd.	TEDEA-HUNTLEIGH	85/735,254	9/21/2012	4,338,383	5/21/2013

SCHEDULE B

PATENTS AND PATENT APPLICATIONS

Current Owner of Record	Patent Title	Filing Date	Application No.	Patent No.	Patent Grant Date
None					