

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369095

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vishay Precision Group, Inc.		12/15/2015	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: 3			
Property Type	Number	Word Mark	
Registration Number:	0948851	BULK METAL	
Serial Number:	86186587	VPG	
Serial Number:	86167532	VPG	
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		
NAME OF SUBMITTER:	Jill E. Bronson		
SIGNATURE:	/Jill E. Bronson/		
DATE SIGNED:	01/13/2016		
Total Attachments: 5			
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AMENDED AND RESTATED 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 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;

WHEREAS, Debtor desires to amend and restate that certain Intellectual Property Collateral Agreement dated January 29, 2013 (the “Existing Agreement”) in its entirety.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as of the date set forth below, the Existing Agreement is amended and restated in its entirety to read as follows:


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 PRECISION GROUP, INC.

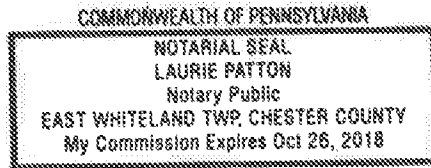
By: 
Name: Steven Klausner
Title: Treasurer

[Signature Page to Amended and Restated Intellectual Property Collateral Agreement]

TRADEMARK
REEL: 005709 FRAME: 0101

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

On this 30th day of December, 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 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.



Laurie Patton
Notary Public

[Acknowledgment Page to Amended and Restated Intellectual Property Collateral Agreement]

TRADEMARK
REEL: 005709 FRAME: 0102

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Owner of Record	Trademark	Application Number	Registration Number	Registration Date
Vishay Precision Group, Inc.	BULK METAL	72/384,368	948,851	12/19/1972
Vishay Precision Group, Inc.	VPG	86/186,587	[Pending]	--
Vishay Precision Group, Inc.	VPG logo	86/167,532	[Pending]	--

SCHEDULE B

PATENTS AND PATENT APPLICATIONS

Current Owner of Record	Patent Title	Filing Date	Application No.	Patent No.	Patent Grant Date
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.	Circuit Compensation In Strain Gage Based Transducers	7/28/2010	12/844,999	8,161,829	4/24/2012
Vishay Precision Group, Inc.	Strain gages with discrete electrical resistance trimming	7/1/2015	14/758,917	[Pending]	--