

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465968

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ULTRASOURCE, INC.		02/08/2018	Corporation: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	VISHAY DALE ELECTRONICS, LLC		
Street Address:	63 Lancaster Avenue		
City:	Malvern		
State/Country:	PENNSYLVANIA		
Postal Code:	19355		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2766381	THE THIN FILM SOURCE	
Registration Number:	3293591	ULTRASOURCE	
Registration Number:	3890659	ULTRAVIA	
Registration Number:	3960148	ULTRAFAST	
Registration Number:	4455817	COPPERVIA	
Registration Number:	5345874	YOUR THIN FILM SOURCE	
CORRESPONDENCE DATA			
Fax Number:	2155686499		
<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>			
Phone:	215-568-6400		
Email:	Trademarks@vklaw.com		
Correspondent Name:	John J. O'Malley		
Address Line 1:	30 South 17th Street		
Address Line 2:	18th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	John J. O'Malley		
SIGNATURE:	/John J. O'Malley/		
DATE SIGNED:	03/15/2018		

OP \$165.00 2766381

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment Agreement**”), dated February 8, 2018, is entered into by and between UltraSource, Inc., a New Hampshire corporation (“**UltraSource**” or “**Assignor**”) and Vishay Dale Electronics, LLC, a Delaware limited liability company (the “**Assignee**”).

BACKGROUND

Pursuant to that certain Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of the date hereof, by and among the Assignor, Michael D. Casper, in his own capacity and in his capacity as trustee of The Michael D. Casper Revocable Trust, the sole stockholder of UltraSource, and the Assignee, the Assignor has agreed to assign and convey to Assignee all of the Assignor’s right, title and interest in and to the Registered Intellectual Property and un-registered Intellectual Property of the Assignor that is used in, the Business, including the Intellectual Property set forth on Schedule A attached hereto (the “**Acquired Intellectual Property**”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

COPYRIGHTS

1. The Assignor hereby sells, conveys, assigns, transfers to the Assignee, free and clear of all Encumbrances other than Permitted Encumbrances, all of the Assignor’s right, title and interest, in and to the Copyrights included in the Acquired Intellectual Property, including those (if any) listed on Schedule A, including any renewal rights therein, the right to obtain registrations of such copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in the Assignee’s sole name.

TRADEMARKS

2. The Assignor hereby sells, conveys, assigns, transfers to the Assignee, free and clear of all Encumbrances other than Permitted Encumbrances, all of the Assignor’s right, title and interest in and to the Trademarks included in the Acquired Intellectual Property, including those (if any) listed on Schedule A, together with the goodwill that is symbolized by such Trademarks, including any renewal rights therein, the right to obtain registrations of such Trademarks throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in the Assignee’s sole name.

PATENTS

3. The Assignor hereby sells, conveys, assigns, transfers to the Assignee, free and clear of all Encumbrances other than Permitted Encumbrances, all of the Assignor's right, title and interest in and to the Patents included in the Acquired Intellectual Property, including those (if any) listed on Schedule A, including any rights in any divisional, continuation, continuation-in-part, reexamination, or reissue thereof, the right to obtain patent or equivalent protection therein throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in the Assignee's sole name.

TRADE SECRETS

4. The Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee, free and clear of all Encumbrances other than Permitted Encumbrances, all of the Assignor's right, title and interest in and to the Trade Secrets included in the Acquired Intellectual Property, including the right to sue and recover any and all damages and profits or seek injunctive relief, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in the Assignee's sole name.

FURTHER UNDERTAKINGS

5. The Assignor shall cooperate with the Assignee in any action the Assignee reasonably requests that the Assignor take to effectuate, carry out, or fulfill the parties' intent and/or the Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in the Assignee's sole reasonable discretion, to consolidate, confirm, vest and/or record the Assignee's full and complete ownership of the Acquired Intellectual Property with, for example, the United States Patent and Trademark Office. However, nothing in this IP Assignment Agreement or in the Purchase Agreement shall require the Assignor to prosecute or defend, or otherwise participate in (except for the reasonable cooperation set forth above in this Paragraph 5) any Inter-Partes Review, Post Grant Review, Cancellation Proceedings, or any other proceeding of any nature (whether brought in an administrative forum, court, or before any other adjudicative body) that is brought after date hereof that seeks to in any way invalidate or limit the scope of any of the Intellectual Property transferred to Assignee hereunder.

GENERAL

6. Entire Agreement. This IP Assignment Agreement and the Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this IP Assignment Agreement. No prior agreement or understanding pertaining to any such matter shall be effective. Neither the making nor the acceptance of this IP Assignment Agreement or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular item of Acquired Intellectual Property shall restrict, impair, reduce, expand or otherwise modify the terms

of the Purchase Agreement or constitute a waiver or release by the Assignor or the Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement including, without limitation, the representations and warranties and other provisions contained therein.

7. Binding Assignment. This IP Assignment Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity, including, without limitation, any union or any employee or former employee of the Assignor, any legal or equitable right, benefit or remedy of any nature whatsoever, including, without limitation, any rights of employment for any specified period, under or by reason of this IP Assignment Agreement.

8. No Amendment. This IP Assignment Agreement may not be amended, modified or supplemented except by an instrument in writing signed by, or on behalf of, the parties.

9. Governing Law. This IP Assignment Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to contracts executed in and to be performed in that state without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Delaware, except to the extent that the Intellectual Property Laws of the United States apply.

10. Severability. If any provision of this IP Assignment Agreement shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

11. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement and the rules of construction set forth in Section 10.1 of the Purchase Agreement shall apply to this Agreement.

12. Counterparts; Execution by Facsimile. This IP Assignment Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device shall be treated as though such reproductions are executed originals.

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IN WITNESS WHEREOF, each of the parties have hereunto caused this Intellectual Property Assignment Agreement to be duly executed on the date first above written.

ASSIGNOR:

ULTRASOURCE, INC.

By: 
Print Name:
Title:

ASSIGNEE:

VISHAY DALE ELECTRONICS, LLC

By: 
Print Name: Michael O'Sullivan
Title: Authorized Signatory

SCHEDULE A

Copyrights

None.

Trademarks

Attached.

Patents

None.

Section 3.12(a)
Seller Intellectual Property

Attached.

Owner	Trademark	Country	Application Date	Application No	Trademark Status	Agent
Client	File Reference	Next Renewal Due	Registration Date	Registration No	Trademark Sub Status	Supervisor

COPPERVIA

UltraSource, Inc.	COPPERVIA	United States of America	Apr 11 2012	85594677	Registered	
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CopperVia

UltraSource, Inc.	Ultra 12.01 US	Dec 24 2023	Dec 24 2013	4455817		New Hampshire
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Int. Class	9
Goods	Electric and electronic circuits containing copper

THE THIN FILM SOURCE

UltraSource, Inc.	THE THIN FILM SOURCE	United States of America	May 8 2002	76407070	Registered	Todd A. Sullivan
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THE THIN FILM SOURCE

UltraSource, Inc.	Ultra 11.05 US	Sep 23 2023	Sep 23 2003	2766381		New Hampshire
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Int. Class	9
Goods	CIRCUIT DEVICES, NAMELY, CAPACITORS, INTERCONNECTS, RESISTORS, ELECTRICAL CONDUCTORS AND ELECTRICAL CIRCUITS AND PARTS THEREOF FABRICATED ON ALUMINA, BERYLLIUM OXIDE, ALUMINUM NITRIDE, FUSED SILICA, FERRITES, TITANATES, GLASS AND PLASTIC

ULTRAFAST

UltraSource, Inc.	ULTRAFAST	United States of America	Aug 11 2010	85104781	Registered	Todd A. Sullivan
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ULTRAFAST

UltraSource, Inc.	Ultra 10.07 US	May 10 2021	May 10 2011	3960148		New Hampshire
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Int. Class	40
Goods	Custom fabrication and production of electronic circuits to the specification of others

ULTRASOURCE

UltraSource, Inc.	ULTRASOURCE	United States of America	Jul 5 2005	78663707	Registered	Todd A. Sullivan
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ULTRASOURCE

UltraSource, Inc.	Ultra 11.04 US	Sep 18 2027	Sep 18 2007	3293591		New Hampshire
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Int. Class	9
Goods	Circuit devices, namely, capacitors, interconnects, resistors, electrical conductors and electrical circuits and parts thereof fabricated on alumina, beryllium oxide, aluminum nitride, fused silica, ferrites, titanates, glass and plastic

ULTRAVIA

UltraSource, Inc.	ULTRAVIA	United States of America	Dec 4 2008	77626629	Registered	
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UltraVia

UltraSource, Inc.	Ultra 5000 US	Dec 14 2020	Dec 14 2010	3890659		New Hampshire
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Int. Class	9
Goods	metal filling features sold as an integrated substrate component of electronic circuits

Your Thin Film Source

UltraSource, Inc.	Your Thin Film Source	United States of America	May 3 2017	87435065	Pending	
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UltraSource, Inc.	Ultra 17.01 US					New Hampshire
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Int. Class	9
Goods	THIN FILM CIRCUIT DEVICES, NAMELY, CAPACITORS, INTERCONNECTS, RESISTORS, ELECTRICAL CONDUCTORS AND ELECTRICAL CIRCUITS AND PARTS THEREOF FABRICATED ON CERAMIC AND CRYSTALLINE MATERIALS