ETAS ID: TM527310

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VISHAY DALE ELECTRONICS, LLC		06/05/2019	Limited Liability Company: DELAWARE
VISHAY INTERTECHNOLOGY, INC.		06/05/2016	Corporation: DELAWARE
SILICONIX INCORPORATED		06/05/2019	Corporation: DELAWARE
VISHAY SPRAGUE, INC.		06/05/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name: JPMorgan Chase Bank, N.A, as Administrative Agent							
Street Address:	IL1-1145/54/63, P.O. BOX 6026						
City:	Chicago						
State/Country:	ILLINOIS						
Postal Code:	60603-6026						
Entity Type:	National Banking Association: UNITED STATES						

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	1383220	DALE
Registration Number:	3394307	IHLP
Registration Number:	2074628	POWER METAL STRIP
Registration Number:	3431324	WSL
Registration Number:	3264991	WSR
Registration Number:	5680532	SGIHLP
Registration Number:	1979712	QUICK-NET
Registration Number:	1790212	VISHAY
Registration Number:	1015163	VISHAY
Registration Number:	837476	VISHAY
Registration Number:	3530560	VISHAY
Registration Number:	1692580	VISHAY
Registration Number:	3530559	VISHAY
Registration Number:	3256028	TMBS
Serial Number:	77953395	VISHAY PRECISION GROUP
		TDADEMADIA

TRADEMARK

REEL: 006667 FRAME: 0069

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Property Type	Number	Word Mark
Serial Number:	77952995	VISHAY PRECISION GROUP
Registration Number:	948851	BULK METAL
Registration Number:	2696001	CHIPFET
Registration Number:	1727230	LITTLE FOOT
Registration Number:	2701037	MICRO FOOT
Registration Number:	2990388	POLARPAK
Registration Number:	3732445	POWERPAIR
Registration Number:	3087499	SI
Registration Number:	3469285	SKYFET
Registration Number:	2672428	POWERPAK
Registration Number:	3759042	TURBOFET
Registration Number:	3073909	FLIPKY
Registration Number:	1753724	HEXFRED
Registration Number:	3704345	POWERTAB
Registration Number:	3662946	FRED PT
Serial Number:	77900236	MICROBUCK
Serial Number:	77896876	VRPOWER
Registration Number:	3256019	HVARC GUARD
Registration Number:	3526660	MICROTAN
Registration Number:	858837	SPECTROL
Registration Number:	859975	SPRAGUE
Registration Number:	1492049	SUPERTAN
Registration Number:	1380243	TANTAMOUNT
Registration Number:	1238139	VITRAMON
Registration Number:	839908	VITRAMON
Registration Number:	4053107	SILICONIX
Registration Number:	3762167	SPRAGUE
Registration Number:	2326097	CERA-MITE

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202.370.4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC. Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1093893 TM
NAME OF SUBMITTER:	Elizabeth Wagenbach
SIGNATURE:	/Elizabeth Wagenbach/
DATE SIGNED:	06/11/2019
Total Attachments: 9	
source=Vishay - Trademark Cover Shee	et - Filing Version#page3.tif
source=Vishay - Trademark Cover Shee	et - Filing Version#page4.tif
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TRADEMARK SECURITY AGREEMENT dated as of June 5, 2019 (this "<u>Agreement</u>"), among Vishay Intertechnology, Inc. (the "<u>Borrower</u>") and the other Subsidiary Loan Parties which are signatories hereto (each, a "<u>Grantor</u>") and JPMorgan Chase Bank, N.A. ("<u>JPMCB</u>"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of June 5, 2019, (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of June 5, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the other Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors party hereto (other than the Borrower) are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms.</u> Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America, all

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extensions or renewals thereof and all common law rights related thereto, including those listed on Schedule I; and

(b) all goodwill associated therewith or symbolized thereby.

Notwithstanding anything to the contrary contained in clauses (a) or (b) above, the security interest created by this Agreement shall not extend to any "intent to use" trademark application for which a statement of use has not been filed with the United States Patent and Trademark Office, but only to the extent that the grant of the Security Interest would invalidate such trademark application.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. <u>Recordation</u>. Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. <u>GOVERNING LAW.</u> THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

VISHAY INTERTECHNOLOGY, INC.,

By

Name: David E. McConnell

Title: Senior Vice President and Corporate
Treasurer

VISHAY GSI, INC.

SILICONIX INCORPORATED

VISHAY SPRAGUE, INC.

VISHAY BCCOMPONENTS HOLDINGS LTD.

VISHAY AMERICAS, INC.

VISHAY HIREL SYSTEMS LLC

VISHAY SILICONIX, LLC

By

Name: David E. McConnell

Title: Treasurer

VISHAY DALE ELECTRONICS, LLC

Ву

Name: David E. McConnell

Title: Manager

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JPMORGAN CHASE BANK, N.A., as Administrative Agent,

by

Name/Daglas Panchal Title: Executive Director

[Signature Page to Trademark Security Agreement]

SCHEDULE I

United States Trademark Registrations and Applications

Vishay Dale Electronics, LLC

9.	·∞	7.	6.	5	4.	ယ	2.	<u>:</u>	o.
POWER METAL PLATE	THILE	SGIHLP	DALE	WSR	WSL	POWER METAL STRIP	IHLP	DALE	Trademark
Vishay Dale Electronics, LLC	Vishay Dale Electronics, LLC	Vishay Dale Electronics, LLC	Vishay Dale Electronics, Inc.	Legal Owner					
United States	United States	United States	United States	United States	United States	United States	United States	United States	Country
		5,680,532		3264991	3431324	2074628	3394307	1383220	Reg.#
Filed 3/28/2019	Filed 11/27/2018	2/19/2019	Filed 3/2/2016	7/17/2007	5/20/2008	6/24/1997	3/11/2008	2/18/1986	Reg. Date

Trademark

Legal Owner

Country

Reg.#

BULK METAL

Vishay Intertechnology, Inc.

United States 948851

Reg. Date 12/19/1972

Vishay Intertechnology, Inc.

	13.	12.		1.		10.		9.	·∞		7.		6.	5.	4.	<u>.</u>	2.	-	2 0.
DNA OF TECH		THE DNA OF TECH	THINK VISHAY	THINK AUTOMOTIVE,	color logo	VISHAY PRECISION GROUP	b&w logo	VISHAY PRECISION GROUP	TMBS	Pyramid)	VISHAY (In Middle of	Pyramid)	VISHAY (In Middle of	VISHAY	VISHAY	VISHAY	VISHAY	QUICK NET	<u> Irademark</u>
Vishay Intertechnology, Inc.		Vishay Intertechnology, Inc.	Vishay Intertechnology, Inc.		Vishay Intertechnology, Inc.		Vishay Intertechnology, Inc.		Vishay Intertechnology, Inc.		Vishay Intertechnology, Inc.		Vishay Intertechnology, Inc.	Legal Owner					
United States		United States	United States		United States		United States		United States		United States		United States	Country					
					77/952,995		77/953,395		3256028		3530559		1692580	3530560	837476	1015163	1790212	1979712	Keg.#
2/22/2019	Filed	Filed 1/4/2019	3/16/2018	Filed	Filed 3/8/2010		3/8/2010		6/26/2007		11/11/2008		6/9/1992	11/11/2008	10/24/1967	7/8/1975	8/31/1993	6/11/1996	Reg. Date

Siliconix incorporated

13.	12.	11.	10.	9.	8	7.	6.	5.	4.	3.	2		N _O .
FRED PT	POWERTAB	HEXFRED	FLIPKY	TurboFET	POWERPAK	SKYFET	SI STYLIZED	POWERPAIR	POLARPAK	MICRO FOOT	LITTLE FOOT	CHIPFET	<u>Trademark</u>
Vishay Siliconix Technology C.V. composed of Siliconix incorporated, General Partner, Siliconix Semiconductor, Inc. and Vishay Siliconix LLC	Vishay Siliconix Technology C.V. composed of Siliconix incorporated, General Partner, Siliconix Semiconductor, Inc. and Vishay Siliconix LLC	Vishay Siliconix Technology C.V.	Vishay Siliconix Technology C.V.	Siliconix incorporated	Legal Owner								
United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	Country
3,662,946	3,704,345	1,753,724	3,073,909	3759042	2672428	3469285	3087499	3732445	2990388	2701037	1727230	2696001	Reg.#
8 /4 /2009	11/3 /2009	2 /23/1993	3 /28/2006	3/9/2010	1/7/2003	7/15/2008	5/2/2006	12/29/2009	8/30/2005	3/25/2003	10/27/1992	3/11/2003	Reg. Date

16.	15.	14.	Į.
16. SILICONIX	VRPower	MICROBUCK	Trademark
Siliconix incorporated	Siliconix incorporated	Siliconix incorporated	Legal Owner
United States	United States	United States	Country
4053107	77/896,876	77/900,236	Reg.#
Filed 4/15/2011	12/18/2009	12/23/2009	Reg. Date

RECORDED: 06/11/2019

ishay Sprague, Inc

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CERA-MITE	SPRAGUE	VITRAMON	VITRAMON	TANTAMOUNT	SUPERTAN	SPRAGUE	SPECTROL	MICROTAN	HVARC GUARD	<u>Trademark</u>
Vishay Sprague, Inc.	Vishay Thin Film, LLC	Vishay Sprague, Inc.	Vishay Sprague, Inc.	Legal Owner						
United States	United States	United States	Country							
2326097	3762167	839,908	1238139	1380243	1492049	859,975	858837	3526660	3256019	Reg.#
3/7/2000	3/23/2016	3/10/1966	5/17/1983	1/28/1986	6/14/1988	11/12/1968	10/22/1968	11/4/2008	6/26/2007	Reg. Date