

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vishay Techno Components, LLC		05/14/2004	limited liability company: DELAWARE

RECEIVING PARTY DATA	
Name:	Comerica Bank
Street Address:	500 Woodward Ave.
Internal Address:	One Detroit Center, 9th Floor
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48226
Entity Type:	banking corporation: MICHIGAN

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	1476714	SPECTROL
Registration Number:	0858837	SPECTROL
Registration Number:	0715744	MULTIDIAL

CORRESPONDENCE DATA	
Fax Number:	(734)930-2494
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7347613780
Email:	asujek@bodmanllp.com
Correspondent Name:	Angela Alvarez Sujek - Bodman LLP
Address Line 1:	110 Miller
Address Line 2:	Suite 300
Address Line 4:	Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
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Total Attachments: 28

900010329

**TRADEMARK
 REEL: 002893 FRAME: 0143**

OP \$90.00 1476714

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AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of December 13, 2002, among the undersigned (individually each a "Debtor" and collectively the "Debtors") and Comerica Bank in its capacity as agent for the Secured Lenders referred to below.

WITNESSETH

A. Pursuant to that certain Vishay Intertechnology, Inc. Amended and Restated Long Term Revolving Credit Agreement dated as of June 1, 1999, as amended by that certain First Amendment dated as of August 31, 2002 and by that certain Second Amendment dated as of December 13, 2002 (as it may be amended, or otherwise modified from time to time, the "Credit Agreement") by and among Vishay Intertechnology, Inc. ("Company"), certain Permitted Borrowers, Secured Party as Agent and the financial institutions which are named in and are signatories to the Credit Agreement ("Long Term Lenders"), the Long Term Lenders have agreed to extend credit to Company and the Permitted Borrowers on the terms set forth in the Credit Agreement.

B. Secured Party is acting as Agent for the Long Term Lenders pursuant to Section 12 of the Credit Agreement (and, to the extent applicable, the Affiliates of such Secured Lenders) (in such capacity, the "Secured Party").

C. As a condition to the performance of their respective obligations under the Credit Agreement, the Secured Lenders and the Secured Party, have required that Debtors provide this Security Agreement to Secured Party, in its capacity as Agent for the Secured Lenders, granting various security interests, liens and other encumbrances as security for the Company's and the Permitted Borrowers' obligations under the Credit Agreement and the Loan Documents (as such term is defined in the Credit Agreement).

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

E. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered a Security Agreement, dated as of December 13, 2002 (as amended or otherwise modified from time to time, the "Security Agreement"); and

F. WHEREAS, as a condition precedent to the making of the initial Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Lenders a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Lenders to make Advances (including the initial Advance) to the Borrowers pursuant to the Credit Agreement, each of the Debtors agrees, for the benefit of the Secured Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Indebtedness, each of the Debtors does hereby mortgage, pledge and hypothecate to the Secured Party for the benefit of the Secured Lenders, and grant to the Secured Party for the benefit of the Secured Lenders a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark") now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party and the Secured Lenders in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party and the Secured Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party and the Secured Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Indebtedness and when all commitments to extend any credit under the Credit Agreement have been terminated, the Secured Party shall, at the Debtors' expense, execute and deliver to the Debtors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Each of the Debtors does hereby further acknowledge and affirm that the rights and remedies of the Secured Party for the benefit of the Secured Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures follow on succeeding pages]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

VISHAY INTERTECHNOLOGY, INC.

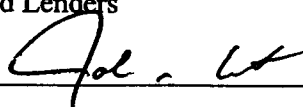
By: Steven Klaunder
Its: Vice President

VISHAY MEASUREMENTS GROUP, INC.
VISHAY DALE HOLDINGS, INC.
VISHAY DALE ELECTRONICS, INC.
BRADFORD ELECTRONICS, INC.
VISHAY SPRAGUE HOLDINGS CORP.
VISHAY SERVICE CENTER, INC.
VISHAY SPRAGUE, INC.
VISHAY SPRAGUE SANFORD, INC.
VISHAY SPRAGUE PALM BEACH, INC.
VISHAY ACQUISITION HOLDINGS CORP.
VISHAY VITRAMON, INCORPORATED
VISHAY TEMIC SEMICONDUCTOR
ACQUISITION HOLDINGS CORP.
VISHAY VSH HOLDINGS, INC.
VISHAY ROEDERSTEIN ELECTRONICS,
INC.
ATC CORP.
CENTURY COMPONENTS, INC.
GSI-GENERAL SEMICONDUCTOR
INDUSTRIES, INC.
GENERAL SEMICONDUCTOR INDUSTRIES,
INC.
GENERAL SEMICONDUCTOR (ARIZONA),
INC.
GENERAL SEMICONDUCTOR
REMITTANCE PRODUCTS, INC.
GENERAL SEMICONDUCTOR, INC.
GENERAL SEMICONDUCTOR (CHINA)
HOLDINGS, INC.
GENERAL SEMICONDUCTOR
INTERNATIONAL CORP.
YOSEMITE INVESTMENT, INC.
VISHAY TRANSITOR ELECTRONICS, INC.
VISHAY EFL, INC.
VISHAY AMERICAS, INC.

By: Steven Klaunder
Its: Vice President

ACCEPTED BY SECURED PARTY:

COMERICA BANK, as Agent for the
Secured Lenders

By: 

Its: First Vice President

ATTACHMENT 1
to
Agreement
(Trademark)

See attached.

DocId: 442764_1

Vishay Dale Electronics, Inc.

Trademark Report by Mark
Status: REGISTERED

Printed: 12/11/2002

Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
DALE							
BENELUX	T01036BX0	10/8/1985	678124	6/10/1986	413584	REGISTERED	
BRAZIL	T01036BR0	11/27/1985	812308433	11/24/1987	812308433	REGISTERED	9
BRAZIL	T01036BR1	11/27/1985	812308468	11/24/1987	812308468	REGISTERED	9
CANADA	T01036CA0	10/10/1985	550582	2/20/1987	323858	REGISTERED	
CHINA	T01036CN0	11/23/1987	39664	10/30/1988	327909	REGISTERED	9
FRANCE	T01036FR0	10/23/1985	764286	10/23/1985	1327999	REGISTERED	
GERMANY	T01036DE0	9/16/1986	D42550/9Wz	4/8/1987	1104612	REGISTERED	9
INDIA	T01036IN0	10/6/1986	461241	12/31/1991	461241	REGISTERED	
INDONESIA	T01036ID0	12/6/1996	D9627057	9/13/1997	391858	REGISTERED	9
ITALY	T01036IT0	10/29/1985	35685C/85	2/16/1987	465717	REGISTERED	9
JAPAN	T01036JP0	10/23/1986	61-112113	2/23/1990	2209913	REGISTERED	
MALAYSIA	T01036MY0	9/23/1986	86/03851	1/24/1994	86/03851	REGISTERED	
MEXICO	T01036MX0	12/4/1986	17657	7/28/1988	350791	REGISTERED	
PHILIPPINES	T01036PH0	11/17/1986	60411	5/12/1989	44404	REGISTERED	
SINGAPORE	T01036SG0	10/7/1986	4566/86	10/6/1986	B4566/86	REGISTERED	
SOUTH KOREA	T01036KR0	4/25/1997	97-2663	11/27/1987	147782	REGISTERED	39
SWITZERLAND	T01036CH0	10/11/1985	6121	10/11/1985	342388	REGISTERED	
TAIWAN	T01036TW0	1/9/1997	(74)46795	2/1/1997	00356083	REGISTERED	94
TAIWAN	T01036TW1	1/20/1986	(75)02341	1/16/1987	348930	REGISTERED	95
UNITED STATES	T01036US0	7/19/1985	548,952	2/18/1986	1,383,220	REGISTERED	09
UNITED STATES	T01037US0	1/17/1972	412,890	7/17/1973	964,060	REGISTERED	21

DALE & DESIGN

JAPAN	T01039JP0	12/28/1989	1-148648	4/28/1993	2524553	REGISTERED	
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DALE & OVAL DESIGN

BENELUX	T01040BX0	6/9/1971	532286	9/14/1972	037331	REGISTERED	
BRAZIL	T01040BR0			12/10/1990	007.246.226	REGISTERED	N/A
CANADA	T01040CA0	12/7/1967	309494	11/21/1969	166443	REGISTERED	
CHINA	T01040CN0	11/23/1987	39665	10/30/1988	327911	REGISTERED	9
FRANCE	T01040FR0	10/9/1987	881287	10/9/1987	1430053	REGISTERED	9,15
GERMANY	T01040DE0	8/25/1967	D21296/226Wz	8/25/1967	884665	REGISTERED	9
GERMANY	T01040DE1	12/8/1970	D25245/9Wz	8/4/1974	921504	REGISTERED	
INDIA	T01040IN0	10/6/1986	461242	8/28/1992	461242	REGISTERED	
INDONESIA	T01040ID0	12/6/1996	D9627058	7/24/1987	221882	REGISTERED	9
ITALY	T01040IT0	9/23/1997	RM97C004505	6/4/1999	784067	REGISTERED	7,9

TRADEMARK

REEL: 002893 FRAME: 0151

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>DALE & OVAL DESIGN continued . . .</i>							
JAPAN	T01040JP0	11/22/1995	7-738061	9/27/1996	1178235	REGISTERED	11
MALAYSIA	T01040MY0	9/23/1986	86/03852	10/28/1994	86/03852	REGISTERED	
MEXICO	T01040MX0	9/11/1967	14384	2/9/1968	140519	REGISTERED	
PHILIPPINES	T01040PH0	11/17/1986	60410	5/19/1989	44647	REGISTERED	
SINGAPORE	T01040SG0	10/7/1986	4565/86	10/6/1986	B4565/86	REGISTERED	
SOUTH KOREA	T01040KR0	4/25/1997	97-2664	11/27/1987	147783	REGISTERED	39
SWITZERLAND	T01040CH0	10/20/1987	6778	6/6/1988	360422	REGISTERED	
TAIWAN	T01040TW0	11/6/1967	1623	8/1/1968	00031737	REGISTERED	069
UNITED STATES	T01035US0	2/13/1984	465,274	2/12/1985	1,319,124	REGISTERED	09
UNITED STATES	T01040US0			12/31/1963	762,217	REGISTERED	21
VENEZUELA	T01040VE0	8/25/1967	4694	9/8/1970	60012	REGISTERED	

DALE & OVAL DESIGN (IN KOREAN LANGUAGE)

SOUTH KOREA	T01040KR1	4/12/1988	8536/88	8/29/1989	177765	REGISTERED	9
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DALE (IN KOREAN LANGUAGE)

SOUTH KOREA	T01036KR1	4/12/1988	8535/88	8/29/1989	177764	REGISTERED	9
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DALOHM

UNITED KINGDOM	T01041GB0	12/1/1967	918081	12/1/1967	B918081	REGISTERED	
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POWER METAL STRIP

JAPAN	T00432JP0	8/24/2001	2001-77062	9/20/2002	4,605,7741	REGISTERED	9
MEXICO	T00432MX0	9/7/2001	50608	4/30/2002	744487	REGISTERED	9
UNITED STATES	T00432US0	9/20/1995	74/731,538	6/24/1997	2,074,628	REGISTERED	9

VISHAY (Triangle & Circle Design)

UNITED STATES	T00436US0	3/13/1990	74/037,801	5/12/1992	1,687,032	REGISTERED	9
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ZIP

UNITED STATES	T01034US0	1/31/1985	520,058	8/20/1985	1,355,135	REGISTERED	09
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END OF REPORT

TOTAL ITEMS SELECTED = 51

Vishay EFI, Inc.

Trademark Report by Mark
Status: REGISTERED

Printed: 12/11/2002

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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DESIGN LOGO

UNITED STATES	T53868US0	6/7/1978	73/173,473	1/29/1980	1,129,864	REGISTERED	009
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EFI

JAPAN	T53871JP0		02-070945	5/31/1993	2535532	REGISTERED	11
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TRIM-PAK

UNITED STATES	T53867US0	10/28/1981	73/334,143	11/6/1984	1,303,475	REGISTERED	009
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END OF REPORT

TOTAL ITEMS SELECTED = 3

Vishay Intertechnology, Inc.

Trademark Report by Mark
Status: REGISTERED

Printed: 12/11/2002

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
ACCUTRACK							
UNITED STATES	T00443US0	2/16/1988	711,303	6/13/1989	1,543,332	REGISTERED	9
BULK METAL							
EUROPEAN PATENT C	T00483EP0	2/14/2001	002093532	8/26/2002	002093532	REGISTERED	9
UNITED STATES	T00483US0	2/19/1971	384,368	12/19/1972	948,851	REGISTERED	9
DRALORIC							
CHINA	T03082CN0	9/12/1996	960103806	12/14/1997	1135546	REGISTERED	9a,9,9b
FUNCTIONPAK							
MEXICO	T52561MX0	8/3/2001	499767	9/28/2001	718969	REGISTERED	
UNITED STATES	T52561US0	1/16/2001	76/194,385	7/30/2002	2,602,606	REGISTERED	09
MEASUREMENTS GROUP VISHAY & MISC. DESIGN							
UNITED STATES	T00442US0	4/24/1978	167,494	12/11/1979	1,127,459	REGISTERED	9
MEASUREMENTS GROUP VISHAY V							
UNITED STATES	T02605US0			12/11/1979	1,127,459	REGISTERED	09
MICRO-MEASUREMENTS							
UNITED STATES	T00480US0	2/10/1975	43,880	12/2/1975	1,026,129	REGISTERED	9
PHOTOLASTIC INC. MISC. DESIGN							
UNITED STATES	T00482US0	12/12/1974	39,459	8/3/1976	1,045,318	REGISTERED	9
QUICK NET							
JAPAN	T00177JP0	1/24/1997	6726/97	3/26/1999	4,254,944	REGISTERED	40
UNITED STATES	T00177US0	7/3/1995	74/696,274	6/11/1996	1,979,712	REGISTERED	40
ROEDERSTEIN							
CHINA	T03081CN0	9/12/1996	960103805	12/14/1997	1135549	REGISTERED	9
V-1							
UNITED STATES	T00441US0	4/12/1966	243,275	10/17/1967	837,034	REGISTERED	N/A
VISHAY							
CHINA	T00445CN0	9/11/1996	960103449	12/14/1997	1135545	REGISTERED	9
FRANCE	T00434FR0	6/17/1988	935123		1472137	REGISTERED	9
GERMANY	T00434DE0	2/22/1969	V12163/9Wz	2/22/1979	873305	REGISTERED	
UNITED STATES	T00434US0	10/25/1973	73/004,495	7/8/1975	1,015,163	REGISTERED	9
UNITED STATES	T00444US0	4/12/1966	243,274	10/24/1967	837,476	REGISTERED	9
UNITED STATES	T00445US0	11/23/1992	74/333,809	8/31/1993	1,790,212	REGISTERED	9
UNITED STATES	T02607US0			11/8/1983	1,256,662	REGISTERED	09,10

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
VISHAY (In Reverse Pyramid)							
AUSTRALIA	T00435AU0	1/23/1991	549335	11/18/1992	A549335	REGISTERED	09,N/A
BENELUX	T00435BX0	1/24/1991	758830	12/2/1991	496121	REGISTERED	09,N/A
CANADA	T00435CA0	1/18/1991	674554	1/28/1994	422497	REGISTERED	09,N/A
FRANCE	T00435FR0	1/28/1991	263889	1/28/1991	1641060	REGISTERED	09,N/A
GERMANY	T00435DE0	1/28/1991	V22559/9WZ	9/17/1991	2004129	REGISTERED	09,N/A
HONG KONG	T00435HK0	3/14/1992	92/08920	5/5/1994	02628/94	REGISTERED	09,N/A
ISRAEL	T00435IL0	2/14/1991	78990	2/14/1991	78990	REGISTERED	09,N/A
ITALY	T00435IT0	2/4/1991	RM91C000399	12/14/1993	611427	REGISTERED	09,N/A
JAPAN	T00435JP0	2/18/1991	3-14740	4/28/1994	2649032	REGISTERED	10,N/A
JAPAN	T00435JP1	2/18/1991	3-14741	8/31/1994	2692715	REGISTERED	11,N/A
MEXICO	T00435MX0	5/2/1991	112138	5/29/1992	415003	REGISTERED	09
PHILIPPINES	T00435PH0	4/15/1991	75692	6/23/1994	58558	REGISTERED	09,N/A
SINGAPORE	T00435SG0	1/29/1991	486/91	1/29/1991	486/91	REGISTERED	09
SOUTH KOREA	T00435KR0	2/4/1991	3775/91	5/20/1992	238463	REGISTERED	39,N/A
TAIWAN	T00435TW3	6/14/1991	80026508	12/1/1991	00543912	REGISTERED	086
TAIWAN	T00435TW4	6/19/1991	80026509	12/1/1991	00543626	REGISTERED	071
TAIWAN	T00435TW5	6/14/1991	80026507	1/1/1992	00543965	REGISTERED	086
UNITED KINGDOM	T00435GB0	2/1/1991	1454471	2/1/1991	1454471	REGISTERED	09
UNITED STATES	T00435US0	6/22/1990	74/071,691	6/9/1992	1,692,580	REGISTERED	9

VISHAY (Triangle Design)

AUSTRALIA	T00438AU0	1/23/1991	549336	1/23/1991	A549336	REGISTERED	9
BENELUX	T00438BX0	1/24/1991	758828	12/2/1991	496120	REGISTERED	09,N/A
CANADA	T00438CA0	1/18/1991	674548	6/3/1994	428026	REGISTERED	N/A
FRANCE	T00438FR0	1/28/1991	263890	1/28/1991	1641061	REGISTERED	09,N/A
GERMANY	T00438DE0	1/28/1991	V22558/9WZ	9/17/1991	2004128	REGISTERED	09,N/A
HONG KONG	T00438HK0	3/14/1992	02629/94	5/5/1994	02629/94	REGISTERED	9
ISRAEL	T00438IL0	2/14/1991	78991	2/14/1991	78991	REGISTERED	9
ITALY	T00438IT0	2/4/1991	RM91C000400	12/14/1993	611428	REGISTERED	09,N/A
JAPAN	T00438JP0	2/18/1991	3-14742	4/28/1994	2649033	REGISTERED	10,N/A
JAPAN	T00438JP1	2/18/1991	3-14743	8/31/1994	2692716	REGISTERED	11,N/A
MEXICO	T00438MX0	5/2/1991	112139	5/2/1991	415004	REGISTERED	9
PHILIPPINES	T00438PH0	4/15/1991	75691	5/12/1994	57996	REGISTERED	09,N/A
SINGAPORE	T00438SG0	1/29/1991	487/91	1/29/1991	487/91	REGISTERED	9
SOUTH KOREA	T00438KR0	2/4/1991	3276/91	5/20/1992	238462	REGISTERED	39,N/A
TAIWAN	T00438TW0	6/14/1991	80026510	1/1/1992	00543610	REGISTERED	071,N/A

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>VISHAY (Triangle Design) continued...</i>							
UNITED KINGDOM	T00438GB0	2/1/1991	1454469	2/1/1991	1454469	REGISTERED	09
UNITED STATES	T00438US0	3/13/1990	74/037,807	5/12/1992	1,687,033	REGISTERED	9
VISHAY INTERTECHNOLOGY & MISC. DESIGN							
UNITED STATES	T00437US0	3/13/1990	74/037,825	5/26/1992	1,689,517	REGISTERED	9
VISHAY....TO BE PRECISE							
UNITED STATES	T02804US0			12/15/1981	1,181,913	REGISTERED	09
END OF REPORT				TOTAL ITEMS SELECTED = 59			

Vishay Sprague, Inc.

Trademark Report by Mark
Status: REGISTERED

Printed: 12/11/2002

Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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2 & MISC. DESIGN (2 in a circle)

CANADA	T02367CA0				112,877	REGISTERED	
FRANCE	T02367FR0	7/29/1988	945503	12/8/1988	1480614	REGISTERED	7,11,14 17
INTERNATIONAL	T02367IZ0				223,277	REGISTERED	9
TAIWAN	T02367TW0	10/17/1997	86053595	6/1/1999	00853472	REGISTERED	9
UNITED STATES	T02367US0SPRAGU			3/2/1971	908,981	REGISTERED	21

2 In A Square

CANADA	T51610CA0			11/16/1962	128,814	REGISTERED	
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ATOM

UNITED STATES	T02360US0			12/2/1947	434,718	REGISTERED	21
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HYREL

CANADA	T02362CA0			3/30/1962	125,905	REGISTERED	
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MIDGET

CANADA	T02361CA0			3/15/1963	130,196	REGISTERED	
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S (ON GLOBE) AND DESIGN

UNITED STATES	T02369US0			12/17/1985	1,375,629	REGISTERED	09
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S SPRAGUE AND GLOBE DESIGN

UNITED KINGDOM	T02375GB0	5/13/1985	1248462	2/27/1987	1248462	REGISTERED	9,NA
UNITED STATES	T02375US0			12/10/1985	1,374,664	REGISTERED	09

SORN

UNITED STATES	T02377US0			1/28/1986	1,380,244	REGISTERED	09
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SPRAGUE

ARGENTINA	T02368AR0	12/28/1999	2,259,637	1/4/2002	1,856,548	REGISTERED	20
CANADA	T02368CA0				125/32250	REGISTERED	
CHINA	T02368CN0	9/10/1996	960103263	10/14/1997	1119405	REGISTERED	21
DENMARK	T02368DK0				1359-1949	REGISTERED	
FRANCE	T02368FR0	7/21/1998	1480607		1480607	REGISTERED	7,9,11 14,17
HONG KONG	T02368HK0				B807/67	REGISTERED	
INDIA	T02368IN0	4/4/1955	168468	11/29/1956	168468	REGISTERED	
INTERNATIONAL	T02368IZ0				223,276	REGISTERED	9
IRELAND	T02368IE0				110,213	REGISTERED	9
ISRAEL	T02368IL0				1,448	REGISTERED	
ITALY	T02368IT0				545,764	REGISTERED	

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
SPRAGUE continued...							
JAPAN	T02368JP0	12/11/1954	30069/54	3/8/1957	497763	REGISTERED	69
MALAYSIA	T02368MY0	12/10/1975	M/70359	6/1/1988	M/B70359	REGISTERED	9
NEW ZEALAND	T02368NZ0				B32,793	REGISTERED	
NORWAY	T02368NO0	7/21/1999	99.07223	2/10/2000	201,478	REGISTERED	
PHILIPPINES	T02368PH0				2,675	REGISTERED	
SOUTH KOREA	T02368KR0	6/14/1999	N/A	3/11/1969	17,110	REGISTERED	
SPAIN	T02368ES0				288,596	REGISTERED	
SWEDEN	T02368SE0				67,098	REGISTERED	
SWITZERLAND	T02368CH0				373,074	REGISTERED	
TAIWAN	T02368TW0			6/30/1999	36,380	REGISTERED	
UNITED KINGDOM	T02368GB0	8/5/1975	1050482	4/22/1982	1050482	REGISTERED	9,NA
UNITED STATES	T02368US0			11/12/1968	859,975	REGISTERED	21
TANITE							
UNITED STATES	T02372US0			5/3/1983	1,236,121	REGISTERED	09
TANOX							
UNITED STATES	T02370US0			5/19/1964	769,876	REGISTERED	21
TANTALEX (STYLIZED)							
CANADA	T02601CA0				112,876	REGISTERED	
UNITED STATES	T02601US0	11/19/1951	621,427	7/6/1954	592,160	REGISTERED	21
TANTAMOUNT							
UNITED STATES	T02363US0			1/28/1986	1,380,243	REGISTERED	09
TANTAPAK							
UNITED STATES	T02374US0			9/24/1985	1,361,638	REGISTERED	09
THE MARK OF RELIABILITY							
UNITED STATES	T02373US0			11/26/1985	1,372,251	REGISTERED	09
TRIPOLE							
UNITED STATES	T02376US0			1/21/1986	1,379,012	REGISTERED	09
END OF REPORT				TOTAL ITEMS SELECTED = 44			

Vishay Vitramon Incorporated

Trademark Report by Mark
Status: REGISTERED

Printed: 12/11/2002 Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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V

UNITED STATES	T00259US0	3/10/1966	72/240,682	12/5/1967	839,907	REGISTERED	09
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V (Stylized)

ARGENTINA	T00267AR0	10/19/1987	1620664	6/7/1989	1,348,434	REGISTERED	11
ARGENTINA	T00267AR1	8/13/1987	1612114	11/8/1988	1,317,064	REGISTERED	9
AUSTRALIA	T00419AU0	2/15/1968	216,949	2/15/1973	B216,949	REGISTERED	9
ITALY	T00267IT0			7/27/1968	229,811	REGISTERED	9

VITRAMON

BELGIUM	T00254BE0	5/12/1961	32365	5/12/1961	32365	REGISTERED	
BENELUX	T00254BX0			10/25/1991	507810	REGISTERED	9
BRAZIL	T00254BR0	4/25/1983	811147401	9/25/1984	811147401	REGISTERED	9
BRAZIL	T00420BR0	8/10/1978	006,741,045	8/30/1988	006741045	REGISTERED	9
BULGARIA	T00254BG0			6/18/1992	18,935	REGISTERED	9
CANADA	T00447CA0			3/1/1957	105,951	REGISTERED	
CHINA	T00254CN0	9/10/1996	960103264	10/14/1997	1119404	REGISTERED	21
CZECH REPUBLIC	T00254CZ0	8/29/1990	05843590	12/30/1992	171,807	REGISTERED	9
DENMARK	T00254DK0			1/2/1965	42-1965	REGISTERED	
FRANCE	T00254FR0	12/18/1985	772,844	12/17/1995	1,335,400	REGISTERED	9
GERMANY	T00254DE0			8/14/1961	796,836	REGISTERED	
GERMANY	T00254DE1	11/30/1990	DD-W 64,765	10/16/1991	Wz2,005,129	REGISTERED	9
HUNGARY	T00254HU0	7/25/1990	?	9/30/1991	130,752	REGISTERED	9
ISRAEL	T00254IL0			2/1/1966	25,562	REGISTERED	9
ITALY	T00254IT0			1/24/1967	195,449	REGISTERED	
JAPAN	T00254JP0			9/5/1962	596,133	REGISTERED	
NETHERLANDS	T00254NL0			8/18/1981	141,930	REGISTERED	
POLAND	T00254PL0	9/3/1990	Z-92,668	12/3/1992	68,043	REGISTERED	9
SWEDEN	T00254SE0			10/5/1965	114,194	REGISTERED	9
SWITZERLAND	T00254CH0			1/31/1986	334,775	REGISTERED	4,9
SWITZERLAND	T00254CH1			1/31/1966	216,713	REGISTERED	
UNITED KINGDOM	T00254GB0			8/16/1962	838,180	REGISTERED	
UNITED KINGDOM	T00254GB1			5/23/1963	733,382	REGISTERED	9
UNITED STATES	T00254US0	4/12/1982	73/359,270	5/17/1983	1,238,139	REGISTERED	09
UNITED STATES	T00258US0	3/10/1966	72/240,684	12/5/1967	839,908	REGISTERED	09

Vitramon (Stylized)

ARGENTINA	T53735AR0	8/13/1987	1612118	11/8/1988	1,317,067	REGISTERED	9
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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>Vitramon (Stylized) continued . . .</i>							
BRAZIL	T53735BR0	11/29/1979	035.035	12/14/1982	790350351	REGISTERED	9
BRAZIL	T53735BR1	11/29/1979	790350360	12/11/1984	790350360	REGISTERED	9

END OF REPORT

TOTAL ITEMS SELECTED = 33

VISHAY INTERTECHNOLOGY, INC.

LICENSED BY:

**Syndia Corporation for all existing patents.
Agreement dated December 12, 2002.**

**Delphi Technologies, Inc. for certain patents and technical information.
Agreement dated July, 1999.**

**Lemelson Foundation Partnership
Agreement dated December 29, 1998.**

**Isabellenhütte Heusler GmbH KG for certain metal resistors.
Agreement dated June 3, 1997.**

JOINDER AGREEMENT

THIS JOINDER AGREEMENT is dated as of May 14, 2004 by Vishay Thin Film, LLC, Vishay Techno Components, LLC, Vishay Precision Resistors Holdings Corp., and Vishay GSI, Inc. (each a "New Debtor" and collectively, the "New Debtors").

WHEREAS, pursuant to the terms and conditions of that certain Vishay Intertechnology, Inc. Second Amended and Restated Long Term Revolving Credit Agreement dated as of July 31, 2003 (as amended or otherwise modified from time to time, including by that certain Consent and First Amendment dated May 14, 2004, the "Credit Agreement"; capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement) by and among Comerica Bank, as Co-Lead Arranger, Co-Book Running Manager and Administrative Agent ("Agent"), Fleet Securities, Inc., as Co-Lead Arranger, Co-Book Running Manager and Syndication Agent, Wachovia Bank, National Association, J.P. Morgan and Bank of America as Documentation Agents, Bank Leumi USA, as Managing Agent, Vishay Intertechnology, Inc., a Delaware corporation ("Company"), the Permitted Borrowers (as defined in the Credit Agreement and collectively with the Company, the "Borrowers") from time to time signatory thereto and the financial institutions from time to time signatory thereto (the "Lenders") the Lenders have extended certain credit facilities to the Borrowers.

WHEREAS, as required by the terms and conditions of the Credit Agreement, the New Debtors, the Company and certain other Subsidiaries of the Company (by joinder or otherwise) entered into that certain Amended and Restated Domestic Guaranty dated as of August 6, 2003 guaranteeing certain obligations of the Borrowers under the Credit Agreement.

WHEREAS, in order to comply with Section 7.16(b) of the Credit Agreement, New Debtors are required to execute and deliver this Joinder Agreement to that certain Security Agreement dated as of December 13, 2002 by the Company and certain of its Subsidiaries for the benefit of the Agent on behalf of the Lenders (the "Domestic Security Agreement"), that certain Agreement (Patent) dated as of December 13, 2002, as the same may be modified or amended from time to time, by and among the undersigned and the Agent (the "Patent Security Agreement") and that certain Agreement (Trademark) dated as of December 13, 2002, as the same may be modified or amended from time to time by and among the undersigned and the Agent (the "Trademark Security Agreement" and together with the Patent Security Agreement and the Domestic Security Agreement, the "Security Agreements").

NOW THEREFORE, as required by the Credit Agreement and as a further inducement to Lenders to continue to provide credit accommodations to the Borrowers, each New Debtor hereby represents, warrants, covenants and agrees as follows:

1. Such New Debtor is (a) duly organized and validly existing in good standing under the laws of the applicable jurisdiction of organization, charter or incorporation, and (b) duly qualified and authorized to do business in each jurisdiction where the character of its assets or the nature of its activities makes such qualification necessary, except where such failure to qualify and be authorized to do business will not have a material adverse impact on the Company and its Subsidiaries, taken as a whole.

2. Execution, delivery and performance of this Joinder Agreement and any other documents and instruments required under or in connection with this Joinder Agreement are within such New Debtor's corporate or other organizational powers, have been duly authorized, are not in contravention of law or the terms of such New Debtor's certificate of incorporation or bylaws or other organic documents, and, except as have been previously obtained, do not require the consent or approval, material to the transactions contemplated by this Joinder Agreement of any governmental body, agency or authority.

3. Such New Debtor hereby enters into this Joinder Agreement in order to comply with Section 7.16(b) of the Credit Agreement and does so in consideration of the Advances made or to be made from time to time under the Credit Agreement (and the other Loan Documents, as defined in the Credit Agreement).

4. Annex 1 attached to this Joinder Agreement is intended to supplement Schedules I, II, III and IV to the Domestic Security Agreement, as applicable, with the respective information applicable to such New Debtor. Annex 2 attached to this Joinder Agreement is intended to supplement Attachment 1 to the Patent Security Agreement with the respective information applicable to such New Debtor. Annex 3 attached to this Joinder Agreement is intended to supplement Attachment 1 to the Trademark Security Agreement with the respective information applicable to such New Debtor.

5. Such New Debtor shall be considered, and deemed to be, for all purposes of the Credit Agreement, the Security Agreements and the other Loan Documents, a Debtor under each of the Domestic Security Agreement, the Patent Security Agreement and the Trademark Security Agreement as fully as though New Debtor had executed and delivered each such agreement at the time originally executed and delivered and hereby ratifies and confirms its obligations under each of the Domestic Security Agreement, the Patent Security Agreement and the Trademark Security Agreement, all in accordance with the terms of each such agreement.

6. No Default or Event of Default has occurred and is continuing under the Credit Agreement.

7. This Joinder Agreement shall be governed by the laws of the State of Michigan and shall be binding upon New Debtor and its successors and assigns. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

8. This Joinder Agreement is a Loan Document executed pursuant to the Credit Agreement.

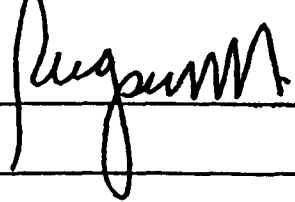
[SIGNATURES FOLLOW ON SUCCEEDING PAGES]

IN WITNESS WHEREOF, each of the undersigned New Debtors has executed and delivered this Joinder Agreement as of the date first set forth above.

VISHAY THIN FILM, LLC

By: Vishay Precision Resistors Holdings Corp.

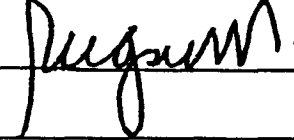
Its: Sole Member

By: 
Its: _____

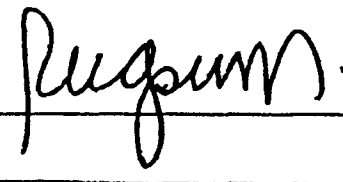
VISHAY TECHNO COMPONENTS, LLC

By: Vishay Precision Resistors Holdings Corp.

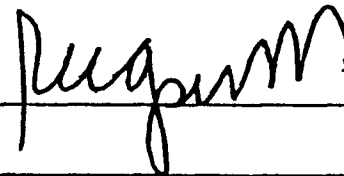
Its: Sole Member

By: 
Its: _____

VISHAY PRECISION RESISTORS HOLDINGS CORP.

By: 
Its: _____

VISHAY GSI, INC.

By: 
Its: _____

SIGNATURE PAGE TO JOINDER TO SECURITY AGREEMENTS
(543190)

Detroit 545697_1

No. 5608 P. 12/61

TRADEMARK
MAY 14 2004
REEL: 002893 FRAME: 0164

Accepted as of the date set forth above:
COMERICA BANK, as Agent for the Lenders

By: Rich Hampton
Its: Vice President

SIGNATURE PAGE TO JOINDER TO SECURITY AGREEMENTS
(543190)

Detroit 545697_1
TRADEMARK
REEL: 002893 FRAME: 0165

Annex 1

Schedule I

Intellectual Property

Please see attached the trademark and patent information for Vishay Techno Components Corp. The trademark and patent information is in the process of being assigned to Vishay Techno Components, LLC.

There are no patents or trademarks held by Vishay Thin Film, LLC, Vishay Precision Resistors Holdings Corp. or Vishay GSI, Inc.

There are no copyrights held by Vishay Thin Film, LLC, Vishay Precision Resistors Holdings Corp., Vishay GSI, Inc. or Vishay Techno Components, LLC.

VISHAY TECHNO COMPONENTS CORP.

TRADEMARKS

<u>REF. NO.</u>	<u>APPLICATION</u>	<u>REGISTRATION</u>	<u>TRADEMARK</u>	<u>STATUS</u>
T53797US0	72/263,705	858,837	SPECTROL ✓	REGISTERED
T53796US0	72/674,293	1,476,714	SPECTROL & Design	REGISTERED
T53797GB0		996714	SPECTROL	REGISTERED
T53797JP0		2049694	SPECTROL	REGISTERED
T53797IN0		302,021	SPECTROL	REGISTERED
T53796CH0		322,261	SPECTROL & Design	REGISTERED
T53796BX0		026277	SPECTROL & Design	REGISTERED
T53081US0		715,744	MULTIDIAL	REGISTERED
T53796LZ0		258,933	SPECTROL & Design	REGISTERED
T53797FI0		104,331	SPECTROL	REGISTERED

PATENTS

Title: A Position Encoder

<u>REF. NO.</u>	<u>FILED</u>	<u>SERIAL</u>	<u>STATUS</u>
PO5406GBO (United Kingdom)	4/16/99	9908799.1	Abandoned
PO5406US (United States)	10/16/01	09/959,004	Abandoned

Title: Adaptive Defrost Control and Method

<u>REF. NO.</u>	<u>FILED</u>	<u>SERIAL</u>	<u>STATUS</u>
PO6480EPO (European Patent)	6/3/80	80103093.3	Expired

Schedule II

Location of Collateral

Main Location	Other Collateral Locations
Vishay Thin Film, LLC 2160 Liberty Drive Niagara Falls, NY 14304	N/A
Vishay Techno Components, LLC 4051 Graystone Drive Ontario, CA 91761	N/A
Vishay Precision Resistors Holdings Corp. c/o Vishay Intertechnology, Inc. 63 Lincoln Highway Malvern, PA 19355	N/A
Vishay GSI, Inc. 100 Motor Parkway, Suite 135 Hauppauge, NY 11788	172 Spruce Street Westbury, NY 11590

Schedule III

Each Debtor's chief executive office
and principal place of business

Company
Vishay Thin Film, LLC 2160 Liberty Drive Niagara Falls, NY 14304
Vishay Techno Components, LLC 4051 Graystone Drive Ontario, CA 91761
Vishay Precision Resistors Holdings Corp. c/o Vishay Intertechnology, Inc. 63 Lincoln Highway Malvern, PA 19355
Vishay GSI, Inc. 100 Motor Parkway, Suite 135 Hauppauge, NY 11788

Schedule IV

Locations of Place of Business

Company
Vishay Thin Film, LLC 2160 Liberty Drive Niagara Falls, NY 14304
Vishay Techno Components, LLC 4051 Graystone Drive Ontario, CA 91761
Vishay Precision Resistors Holdings Corp. c/o Vishay Intertechnology, Inc. 63 Lincoln Highway Malvern, PA 19355
Vishay GSI, Inc. 100 Motor Parkway, Suite 135 Hauppauge, NY 11788

ANNEX 2

See Annex 1.

ANNEX 3

See Annex 1.