

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776650

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MaxPower Semiconductor, Inc.		12/27/2022	Corporation: CALIFORNIA

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3789397	MAXPOWER SEMICONDUCTOR
Registration Number:	5062441	MAXPOWER SEMICONDUCTOR
Registration Number:	5104340	MAXFET
Registration Number:	5113477	DSMOS
Registration Number:	5123262	
Registration Number:	5132058	MAXIGBT
Registration Number:	5239388	MAXPAK
Serial Number:	88501408	MAXSIC

CORRESPONDENCE DATA

Fax Number:

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

TRADEMARK

REEL: 007930 FRAME: 0667

900740476

OP \$215.00 3789397

ATTORNEY DOCKET NUMBER:	1867129 TM
NAME OF SUBMITTER:	Maria Imennova
SIGNATURE:	/Maria Imennova/
DATE SIGNED:	12/27/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of December 27, 2022 (this “Agreement”), among Vishay Intertechnology, Inc. (the “Borrower”) and the other Subsidiary Loan Parties which are signatories hereto (each, a “Grantor”) and JPMorgan Chase Bank, N.A. (“JPMCB”), 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. Terms. 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 or any other country or any political subdivision thereof, all 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. Recordation. 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. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

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

VISHAY INTERTECHNOLOGY, INC.,

By: David L. Tomlinson
Name: David L. Tomlinson
Title: Senior Vice President and
Corporate Controller

MAXPOWER SEMICONDUCTOR, INC.

By: David L. Tomlinson
Name: David L. Tomlinson
Title: Assistant Secretary and
Treasurer

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

By: _____
Name:
Title:

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 L. Tomlinson
Title: Senior Vice President and
Corporate Controller

MAXPOWER SEMICONDUCTOR, INC.

By: _____
Name: David L. Tomlinson
Title: Assistant Secretary and
Treasurer

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

By: Chris Lathrop
Name: Christine Lathrop
Title: Executive Director

SCHEDULE I

United States Trademark Registrations and Applications

Trademark	App. No./ App. Date	Reg. No./ Reg. Date	Owner
MaxPower Semiconductor	77703552 March 31, 2009	3789397 May 18, 2010	MaxPower Semiconductor, Inc.
	86840645 December 7, 2015	5062441 October 18, 2016	MaxPower Semiconductor, Inc.
MaxFET	87020367 April 30, 2016	5104340 December 20, 2016	MaxPower Semiconductor, Inc.
DSMOS	87020365 April 30, 2016	5113477 January 3, 2017	MaxPower Semiconductor, Inc.
	87054183 May 31, 2016	5123262 January 17, 2017	MaxPower Semiconductor, Inc.
MAXIGBT	87020368 April 30, 2016	5132058 January 31, 2017	MaxPower Semiconductor, Inc.
MaxPAK	87020370 April 30, 2016	5239388 July 11, 2017	MaxPower Semiconductor, Inc.
MaxSic	88501408 July 5, 2019	Pending	MaxPower Semiconductor, Inc.