

02-14-2001

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101612557

JAN 31

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type



New



Resubmission (Non-Recordation)

Document ID #



Correction of PTO Error

Reel #

Frame #



Corrective Document

Reel #

Frame #

Conveyance Type



Assignment



License



Security Agreement



Nunc Pro Tunc Assignment



Merger



Change of Name



Other

Effective Date
Month Day Year

Conveying Party



Mark if additional names of conveying parties attached

Name Communications & Power Industries, Inc.

Execution Date
Month Day Year

12-15-00

Formerly



Individual



General Partnership



Limited Partnership



Corporation



Association



Other



Citizenship/State of Incorporation/Organization

Delaware

Receiving Party



Mark if additional names of receiving parties attached

Name Foothill Capital Corporation

DBA/AKATA

Composed of

Address (line 1) 2450 Colorado Avenue

Address (line 2) Suite 3000 West

Address (line 3) Santa Monica

California

90404



Individual



General Partnership



Limited Partnership



If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)



Corporation



Association



Other



Citizenship/State of Incorporation/Organization

California

02/13/2001 6TON11 00000296 75589758

FOR OFFICE USE ONLY

01 FC:481
02 FC:48240.00 DP
450.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231TRADEMARK
REEL: 002240 FRAME: 0729

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number **310/203-8080**

Name **Bernard R. Gans, Esq.**

Address (line 1) **Jeffer, Mangels, Butler & Marmaro, LLP**

Address (line 2) **2121 Avenue of the Stars, 10th Floor**

Address (line 3) **Los Angeles, CA 90067**

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

7

Trademark Application Number(s) or Registration Number(s)

☒ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75589758 **75582747**

1512556 **693775** **375118**
601596 **1230935** **2149633**
2226433 **2074430** **2174109**

Number of Properties

Enter the total number of properties involved.

19

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ **490.00**

Method of Payment:

Enclosed ☒

Deposit Account ☐

(\$40 + 18 x \$25)

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

10-0440

Authorization to charge additional fees:

Yes

☒

No

☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Bernard R. Gans, Esq.

Bernard R. Gans

01-31 -2001

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Communications & Power Industries, Inc.

12-15-00

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization Delaware

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name Foothill Capital Corporation

DBA/AKA/TA

Composed of

Address (line 1) 2450 Colorado Avenue

Address (line 2) Suite 3000 West

Address (line 3) Santa Monica

California

90404

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization California

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Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

2246702	2256241	618577
1618592	1099331	737056
740867	738986	

SECURITY INTEREST IN TRADEMARKS

Communications & Power Industries, Inc., a Delaware corporation ("*Grantor*"), with its principal place of business and mailing address at 607 Hansen Way, Palo Alto, California 94304, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants to Foothill Capital Corporation, a California corporation, as agent for and representative of (in such capacity herein called "*Secured Party*") the financial institutions party ("*Lenders*") to that certain Loan and Security Agreement among the Grantor, Agent, Lenders and certain other obligors dated as of December 15, 2000 (the "*Loan Agreement*") a continuing security interest in the following property:

(i) Each trademark, trademark registration and trademark application listed on **Schedule A** hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Grantor against third parties for damages (to the extent not effectively prohibited by an applicable and legally enforceable license agreement) by reason of past, present or future infringement of any trademark or trademark registration listed in **Schedule A** hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration or trademark license, in each case together with the right to sue for and collect said damages:

to secure performance of all Obligations of Grantor under the Loan Agreement and as set out in that certain Intellectual Property Security Agreement dated as of December 15, 2000, by and between Grantor and Secured Party (the "*Agreement*").

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Grantor has caused this Security Interest in
Trademarks to be duly executed as of December 15, 2000.

Grantor:

**COMMUNICATIONS & POWER
INDUSTRIES, INC.**, a Delaware corporation

By: [Signature]
Name: LYNN E. HARVEY
Title: CHIEF FINANCIAL OFFICER

Secured Party:

FOOTHILL CAPITAL CORPORATION, a
California corporation, as Agent

By: [Signature]
Name: Brian D. [Signature]
Title: SVP

Schedule A

Trademarks

Trademarks Owned By:
COMMUNICATIONS & POWER INDUSTRIES, INC.

	Mark	Country	App./Reg. No.	Status
1.	COMMUNICATIONS & POWER INDUSTRIES	Benelux	600,655	Registered
2.	CPI	Benelux	600,654	Registered
3.	EIMAC	California	40081	Registered
4.	EIMAC	California	40269	Registered
5.	EIMAC & Design	California	40321	Registered
6.	COMMUNICATIONS & POWER INDUSTRIES	Canada	792,537	Pending
7.	CPI	Canada	792,536	Pending
8.	COMMUNICATIONS & POWER INDUSTRIES	France	96/628,905	Registered
9.	CPI	France	96/629,153	Registered
10.	COMMUNICATIONS & POWER INDUSTRIES	Germany	39544850.6	Pending
11.	CPI	Germany	39544851	Registered
12.	COMMUNICATIONS & POWER INDUSTRIES	Italy	755,264	Registered
13.	CPI	Italy	755,265	Registered
14.	COMMUNICATIONS & POWER INDUSTRIES	Japan	8-067065	Pending
15.	CPI	Japan	4,318,749	Registered
16.	COMMUNICATIONS & POWER INDUSTRIES	U.K.	2,032,119	Pending
17.	CPI	U.K.	2,032,124	Registered
18.	VSTAR	U.S.	1,512,556	Registered
19.	EIMAC & Design	U.S.	693,775	Registered
20.	EIMAC & Design	U.S.	375,118	Registered
21.	EIMAC (stylized)	U.S.	601,596	Registered
22.	KLYSTRODE	U.S.	1,230,935	Registered
23.	COMMUNICATIONS & POWER INDUSTRIES	U.S.	2,149,633	Registered
24.	CPI	U.S.	2,226,433	Registered
25.	CPI COMMUNICATIONS & POWER INDUSTRIES & Design	U.S.	2,074,430	Registered
26.	JETSAT	U.S.	2,174,109	Registered

Trademarks Owned By:
COMMUNICATIONS & POWER INDUSTRIES CANADA, INC.

	Mark	Country	App./Reg. No.	Status
1.	GENWARE	U.S.	75/589,758	Pending
2.	INDICO 100	U.S.	2,246,702	Registered
3.	MILLENIA	U.S.	2,256,241	Registered
4.	A ² EC ²	U.S.	75/582,747	Pending

Cancelled/Expired/Abandoned Trademarks

1.	EIMAC	U.S.	618,577	Cancelled
2.	MILLITRON	U.S.	1,618,592	Expired
3.	UNIGRID	U.S.	1,099,331	Expired
4.	CEM	U.S.	737,056	Registered
5.	ICEM	U.S.	740,867	Registered
6.	TWYSTRON	U.S.	788,986	Registered