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Form PTO-1594

(Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Communications & Power Industries, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 01/23/2004

2. Name and address of receiving party(ies)

Name: UBS AG, Stamford Branch,

Internal
Address: _____ as Collateral Agent

Street Address: 677 Washington Blvd.

City: Stamford State: CT Zip: 06912

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other Bank _____

If assignee is not domiciled in the United States, a domestic
 representative designation is attached: ☐ Yes ☐ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____
 SEE ATTACHED EXHIBIT A

B. Trademark Registration No.(s) _____
 SEE ATTACHED EXHIBIT A

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Tonya Chapple

Internal Address: _____

C/O CSC

Street Address: 80 State St.

City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved: _____

16

7. Total fee (37 CFR 3.41) _____

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Maureen P. Murphy

Name of Person Signing

Maureen P. Murphy

Signature

January 30 2004

Date

Total number of pages including cover sheet, attachments, and document: 9

02/17/2004 LNUELLER 00000167 1512336

01 FC:8521
02 FC:852240.00 DP
375.00 DP

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 002914 FRAME: 0500

EXHIBIT A
to
Trademarks Recordation Form Cover Sheet
U.S. TRADEMARKS

A. Trademark Registrations

OWNER	REGISTRATION NUMBER	MARK
Communications & Power Industries, Inc.	1,512,556	VSTAR
Communications & Power Industries, Inc.	693,775	EIMAC & Design
Communications & Power Industries, Inc.	601,596	EIMAC & Design
Communications & Power Industries, Inc.	1,230,935	KLYSTRODE
Communications & Power Industries, Inc.	2,149,633	COMMUNICATIONS & POWER INDUSTRIES
Communications & Power Industries, Inc.	2,226,433	CPI
Communications & Power Industries, Inc.	2,074,430	COMMUNICATIONS & POWER INDUSTRIES & Design
Communications & Power Industries, Inc.	2,174,109	JETSAT
Communications & Power Industries, Inc.	2,246,702	INDICO 100
Communications & Power Industries, Inc.	2,256,241	MILLENIA
Communications & Power Industries, Inc.	2,457,937	GENWARE
Communications & Power Industries, Inc.	2,621,684	A2EC2
Communications & Power Industries, Inc.	2,794,970	CMP 200

OWNER	REGISTRATION NUMBER	MARK
Communications & Power Industries, Inc.	2,522,865	AUTOWAVE – Microwave Heating Systems
Communications & Power Industries, Inc.	788,986	TWYSTRON

B. Trademark Applications

OWNER	APPLICATION NUMBER	MARK
Communications & Power Industries, Inc.	78-211,145	INDICO 200

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of as of January 23, 2004, by Communications & Power Industries, Inc. (the "Borrower") and each Guarantor listed on Schedule II hereto (collectively, the "Original Guarantors") and any other entity which becomes a party hereto pursuant to Section 3.06 of the Security Agreement referred to below (the "Additional Guarantors", and together with the Original Guarantors and the Borrower, the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent (in such capacity, the "Collateral Agent") pursuant to the Credit Agreement.

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement among Pledgors and the Collateral Agent of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges, collaterally assigns and grants to the Collateral Agent for the benefit of the Secured Parties, security interest in and to and pledge of all of its right, title and interest in, to and under all the following Security Agreement Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all goodwill connected with the use of and symbolized by such Trademarks;
- (c) all Proceeds of any and all of such Trademarks.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full performance of the Secured Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing

in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and all Proceeds of the Trademarks under this Trademark Security Agreement.

IN WITNESS WHEREOF, Pledgors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COMMUNICATIONS & POWER INDUSTRIES,
INC.

By: 

Name: Joel Littman

Title: Chief Financial Officer

Accepted and Agreed:

UBS AG, STAMFORD BRANCH, as Collateral Agent

By: _____

Name:

Title:

By: _____

Name:

Title:

Trademark Security Agreement

IN WITNESS WHEREOF, Pledgors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COMMUNICATIONS & POWER INDUSTRIES,
INC.

By: _____
Name:
Title:

Accepted and Agreed:
UBS AG, STAMFORD BRANCH, as Collateral Agent

By: _____
Name: Wilfred V. Saint
Title: Associate Director
Banking Products
Services, US

By: _____
Name: Josefin Fernandes
Title: Associate Director
Banking Products
Services, US