

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Communications & Power Industries, Inc.		08/01/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Financial Institution:

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1512556	VSTAR
Registration Number:	0693775	EIMAC.
Registration Number:	0601596	EIMAC
Registration Number:	1230935	KLYSTRODE
Registration Number:	2149633	COMMUNICATIONS & POWER INDUSTRIES
Registration Number:	2226433	CPI
Registration Number:	2074430	CPI COMMUNICATIONS & POWER INDUSTRIES
Registration Number:	2246702	INDICO 100
Registration Number:	2457937	GENWARE
Registration Number:	2621684	A2EC2
Registration Number:	2794970	CMP 200
Registration Number:	2522865	AUTOWAVE

CORRESPONDENCE DATA

CH \$315.00 1512556

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8002210770
Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # (15370.581)
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	08/10/2007

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of as of August 1, 2007, 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 (as amended, amended and restated, supplemented or otherwise modified from time to time, 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.

[signature page follows]

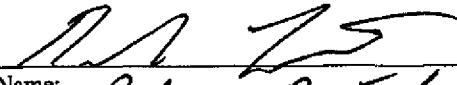
IN WITNESS WHEREOF, Pledgors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COMMUNICATIONS & POWER INDUSTRIES,
INC.

By:

Name:

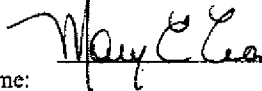
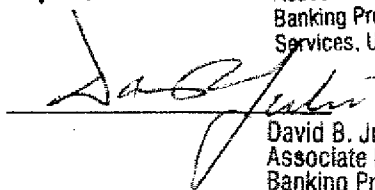
Title:


Robert A Fickert
President, COO

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

UBS AG, STAMFORD BRANCH, as
Collateral Agent

By:		Mary E. Evans
Name:		Associate Director
Title:		Banking Products Services, US
By:		David B. Julie
Name:		Associate Director
Title:		Banking Products Services, US

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

	Registered Holder	Mark	Jurisdiction	App./Reg. No.	Status
1.	Communications & Power Industries, Inc. (Varian Associates)	VSTAR	U.S.	1,512,556	Registered
2.	Communications & Power Industries, Inc.	EIMAC & Design	U.S.	693,775	Registered
3.	Communications & Power Industries, Inc.	EIMAC & Design	U.S.	601,596	Registered
4.	Communications & Power Industries, Inc.	KLYSTRODE	U.S.	1,230,935	Registered
5.	Communications & Power Industries, Inc.	COMMUNICATIONS & POWER INDUSTRIES	U.S.	2,149,633	Registered
6.	Communications & Power Industries, Inc.	CPI	U.S.	2,226,433	Registered
7.	Communications & Power Industries, Inc.	CPI COMMUNICATIONS & POWER INDUSTRIES & Design	U.S.	2,074,430	Registered
8.	Communications & Power Industries, Inc.	INDICO 100	U.S.	2,246,702	Registered
9.	Communications & Power Industries, Inc.	GENWARE	U.S.	2,457,937	Registered
10.	Communications & Power Industries, Inc.	A2EC2	U.S.	2,621,684	Registered
11.	Communications & Power Industries, Inc.	CMP 200	U.S.	2,794,970	Registered
12.	Communications & Power Industries, Inc.	AUTOWAVE – Microwave Heating Systems	U.S.	2,522,865	Registered

SCHEDULE II
to
TRADEMARK SECURITY AGREEMENT
ORIGINAL GUARANTORS

Name	ADDRESS
CPI International, Inc.	811 Hansen Way, Palo Alto, California, 94303
CPI Subsidiary Holdings Inc.	811 Hansen Way, Palo Alto, California, 94303
Communications & Power Industries International Inc.	811 Hansen Way, Palo Alto, California, 94303
Communications & Power Industries Asia Inc.	811 Hansen Way, Palo Alto, California, 94303
Econco Broadcast Service, Inc.	811 Hansen Way, Palo Alto, California, 94303