

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch, as Collateral Agent		02/11/2011	Bank: SWITZERLAND

RECEIVING PARTY DATA

Name:	Communications & Power Industries LLC
Also Known As:	AKA Communications & Power Industries Inc.
Street Address:	811 Hansen Way
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94304
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Communications & Power Industries Asia Inc.
Street Address:	811 Hansen Way
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94304
Entity Type:	CORPORATION: DELAWARE

Name:	Communications & Power Industries International Inc.
Street Address:	811 Hansen Way
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94304
Entity Type:	CORPORATION: DELAWARE

Name:	CPI Econco Division
Also Known As:	AKA Econco Broadcast Service, Inc.
Street Address:	1318 Commerce Avenue

OP \$490.00 1512556

900184269

TRADEMARK
 REEL: 004479 FRAME: 0879

City:	Woodland
State/Country:	CALIFORNIA
Postal Code:	95776
Entity Type:	CORPORATION: CALIFORNIA

Name:	CPI International Inc.
Street Address:	811 Hansen Way
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94304
Entity Type:	CORPORATION: DELAWARE

Name:	CPI Malibu Division
Also Known As:	AKA Malibu Research Associates, Inc.
Street Address:	3760 Calle Tecate, Unit A
City:	Camarillo
State/Country:	CALIFORNIA
Postal Code:	93012
Entity Type:	CORPORATION: CALIFORNIA

Name:	CPI Subsidiary Holdings LLC
Also Known As:	AKA CPI Subsidiary Holdings Inc.
Street Address:	811 Hansen Way
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94304
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 19

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:	2174109	JETSAT

Registration Number:	2246702	INDICO 100
Registration Number:	2256241	MILLENIA
Registration Number:	2457937	GENWARE
Registration Number:	2621684	A2EC2
Registration Number:	2794970	CMP 200
Registration Number:	2522865	AUTOWAVE
Registration Number:	0788986	TWYSTRON
Serial Number:	78211145	INDICO 200
Registration Number:	1916061	MALIBU RESEARCH
Registration Number:	2072082	FLAPS
Registration Number:	2074132	EDGE SCANNER

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-701-3283
Email: david.adams@thomsonreuters.com
Correspondent Name: Maureen P Murphy, Legal Assistant
Address Line 1: 80 Pine St
Address Line 2: Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	David Adams
Signature:	/david adams thomsonreuters/
Date:	02/16/2011

Total Attachments: 3
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this “Release”) is made as of February 11, 2011 (“Effective Date”) by UBS AG, Stamford Branch, in its capacity as collateral agent pursuant to the Credit Agreement (the “Collateral Agent”) in favor of Communications & Power Industries, Inc., CPI International, Inc., CPI Subsidiary Holdings Inc., Communications & Power Industries International Inc., Communications & Power Industries Asia Inc., CPI Econco Division (f/k/a Econco Broadcast Service, Inc.) and CPI Malibu Division (f/k/a Malibu Research Associates, Inc.) (the “Pledgors”).

WHEREAS, pursuant to the terms and conditions of each of that certain Trademark Security Agreement, dated as of January 23, 2004 (the “CPI Trademark Security Agreement”), that certain Trademark Security Agreement, dated as of August 1, 2007 (the “Supplemental CPI Trademark Security Agreement”), that certain Trademark Security Agreement, dated as of September 21, 2007 (the “Malibu Trademark Security Agreement” together with the CPI Trademark Security Agreement and the Supplemental CPI Trademark Security Agreement, the “Trademark Security Agreements”; each capitalized term used herein without definition shall have the meaning ascribed to such term in the Trademark Security Agreements), the Pledgors pledged and granted to Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under the Security Agreement Collateral specified in the Trademark Security Agreements, including, without limitation, its trademark and trademark applications listed on Schedule I attached hereto which security interest is recorded at Reel 002914 Frame 0500, Reel 003599 Frame 0428 and Reel 003629 Frame 0213 at the U.S. Patent and Trademark Office;

WHEREAS, the Pledgors have paid all of their outstanding indebtedness to the Collateral Agent secured by the Security Agreement Collateral.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates the Trademark Security Agreements, and hereby terminates, cancels, re-pledges, reassigns and releases any and all collateral pledge, grant, assignment, lien on and security interests it has in and to the Security Agreement Collateral specified in the Trademark Security Agreements.

If and to the extent the Collateral Agent has acquired any right, title or interest in, or to any of the Security Agreement Collateral specified in the Trademark Security Agreements, it hereby assigns and transfers all such right, title and interest to the Pledgors.

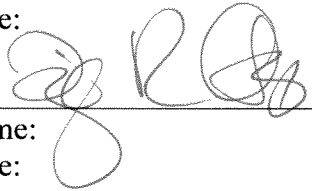
The Collateral Agent shall take all further actions, and provide to the Pledgors and each of their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Pledgors, at the Pledgors’ sole cost and expense, to fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**UBS AG, STAMFORD BRANCH,
as Collateral Agent**

By: 
Name:

Mary E. Evans
Associate Director
Banking Products
Services, US

By: 
Name:
Title:

Irja R. Otsa
Associate Director
Banking Products
Services, US

SCHEDULE I

<u>Trademark</u>	<u>Registration/Application Number</u>
VSTAR	1,512,556
EIMAC & Design	693,775
EIMAC & Design	601,596
KLYSTRODE	1,230,935
COMMUNICATIONS & POWER INDUSTRIES	2,149,633
CPI	2,226,433
CPI COMMUNICATIONS & POWER INDUSTRIES & Design	2,074,430
JETSAT	2,174,109
INDICO 100	2,246,702
MILLENIA	2,256,241
GENWARE	2,457,937
A2EC2	2,621,684
CMP 200	2,794,970
AUTOWAVE	2,522,865
TWYSTRON	788,986
INDICO 200	78/211,145
MALIBU RESEARCH	1,916,061
FLAPS	2,072,082
EDGE SCANNER	2,074,132