

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301141

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Communications & Power Industries LLC, as Pledgor		04/07/2014	LIMITED LIABILITY COMPANY: DELAWARE
CPI Malibu Division, a California corporation, as Pledgor		04/07/2014	CORPORATION: CALIFORNIA
CPI Locust Microwave, Inc., a Delaware corporation, as Pledgor		04/07/2014	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:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	693775	EIMAC.
Registration Number:	601596	EIMAC
Registration Number:	1230935	KLYSTRODE
Registration Number:	2149633	COMMUNICATIONS & POWER INDUSTRIES
Registration Number:	2226433	CPI
Registration Number:	2074430	CPI COMMUNICATIONS & POWER INDUSTRIES
Registration Number:	2522865	AUTOWAVE
Registration Number:	1916061	MALIBU RESEARCH
Registration Number:	2072082	FLAPS
Registration Number:	2074132	EDGE SCANNER
Registration Number:	3578639	SUPERLINEAR
Registration Number:	3250935	LOCUS MICROWAVE

CORRESPONDENCE DATA

Fax Number: 3026365454

TRADEMARK

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-927-9801 x 62348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	088923
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	04/11/2014

Total Attachments: 7

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Trademark Security Agreement

Trademark Security Agreement, dated as of April 7, 2014, by COMMUNICATIONS & POWER INDUSTRIES LLC, CPI MALIBU DIVISION and CPI LOCUS MICROWAVE, INC. (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement 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 the 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. As collateral security for the payment and performance in full of all the Secured Obligations, each Pledgor hereby pledges and grants to the 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 all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

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. 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 payment in full of the Secured Obligations and termination of the Security Agreement, 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 under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

COMMUNICATIONS & POWER
INDUSTRIES LLC

By: 

Name: Joel A. Littman

Title: Chief Financial Officer, Treasurer
and Secretary

CPI MALIBU DIVISION

By: 

Name: Joel A. Littman

Title: Secretary & Chief Financial Officer

CPI LOCUS MICROWAVE, INC.

By: 

Name: Joel A. Littman

Title: Secretary & Treasurer

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: Lana Gifas
Name: Lana Gifas
Title: Director

By: Jennifer Anderson
Name: Jennifer Anderson
Title: Associate Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations¹:

OWNER	REGISTRATION NUMBER	TRADEMARK
Communications & Power Industries, Inc.	322,635	EIMAC (block)
Communications & Power Industries, Inc.	322,634	EIMAC and Design (script with tube)
Communications & Power Industries, Inc.	529,576	COMMUNICATIONS & POWER INDUSTRIES
Communications & Power Industries, Inc.	545,677	CPI
Communications & Power Industries, Inc.	UCA19521	EIMAC (block)
Communications & Power Industries, Inc.	415,873	KLYSTRODE
Communications & Power Industries, Inc.	005759147	EIMAC (block)
Communications & Power Industries, Inc.	96/628,905	COMMUNICATIONS & POWER INDUSTRIES
Communications & Power Industries, Inc.	5129606	CPI
Communications & Power Industries, Inc.	96/629,153	CPI
Communications & Power Industries, Inc.	1,253,963	EIMAC and Design (script with tube)
Communications & Power Industries, Inc.	1,393,489	EIMAC (stylized)
Communications & Power Industries, Inc.	1,246,578	KLYSTRODE
Communications & Power Industries, Inc.	39544851	CPI
Communications & Power Industries, Inc.	871,602	EIMAC (block)

¹ Company has filed conversion from Communications & Power Industries, Inc. to Communications & Power Industries LLC. Will follow up with notice of recordation from the USPTO upon receipt.

OWNER	REGISTRATION NUMBER	TRADEMARK
Communications & Power Industries, Inc.	826,924	EIMAC and Design (script with tube)
Communications & Power Industries, Inc.	1,063,826	KLYSTRODE
Communications & Power Industries, Inc.	19530644	EIMAC (stylized)
Communications & Power Industries, Inc.	117258	EIMAC (block)
Communications & Power Industries, Inc.	117259	EIMAC and Design (script with tube)
Communications & Power Industries, Inc.	916474	EIMAC and Design (script with tube)
Communications & Power Industries, Inc.	MI/2013/011320	KLYSTRODE
Communications & Power Industries, Inc.	4,421,238	COMMUNICATIONS & POWER INDUSTRIES & Design
Communications & Power Industries, Inc.	4,318,749	CPI and Design
Communications & Power Industries, Inc.	767,089	EIMAC (block)
Communications & Power Industries, Inc.	1,843,593	KLYSTRODE
Communications & Power Industries, Inc.	119942	EIMAC (script with tube)
Communications & Power Industries, Inc.	47827	EIMAC (stylized)
Communications & Power Industries, Inc.	50612	EIMAC and Design (script with tube)
Communications & Power Industries, Inc.	859/47	EIMAC (block)
Communications & Power Industries, Inc.	272436	EIMAC (block)
Communications & Power Industries, Inc.	272562	EIMAC and Design (script with tube)
Communications & Power Industries, Inc.	43324	EIMAC and Design (script with tube)
Communications & Power Industries, Inc.	2,032,124	CPI
Communications & Power Industries LLC	693,775	EIMAC & Design
Communications & Power Industries LLC	601,596	EIMAC & Design
Communications & Power Industries, Inc.	1,230,935	KLYSTRODE

OWNER	REGISTRATION NUMBER	TRADEMARK
Communications & Power Industries LLC	2,149,633	COMMUNICATIONS & POWER INDUSTRIES
Communications & Power Industries LLC	2,226,433	CPI
Communications & Power Industries LLC	2,074,430	CPI COMMUNICATIONS & POWER INDUSTRIES & Design
Communications & Power Industries, Inc.	2,522,865	AUTOWAVE
CPI Malibu Division	1,916,061	MALIBU RESEARCH
CPI Malibu Division	2,072,082	FLAPS
CPI Malibu Division	2,074,132	EDGE SCANNER
Communications & Power Industries LLC	3,578,639	SUPERLINEAR
Communications & Power Industries, Inc.	879,729	EIMAC (block)
Communications & Power Industries, Inc.	1,181,843	EIMAC (block)
Communications & Power Industries, Inc.	879,730	EIMAC (script with tube)
Communications & Power Industries, Inc.	1,203,881	KLYSTRODE
Communications & Power Industries, Inc.	F-015384	EIMAC (stylized)
Communications & Power Industries, Inc.	2279,024	Communications & Power Industries
Communications & Power Industries, Inc.	2,032,119	Communications & Power Industries
Communications & Power Industries, Inc.	1213894	Communications & Power Industries
Communications & Power Industries, Inc.	1213893	CPI
CPI Locus Microwave, Inc.	3,250,935	Locus Microwave