

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436721

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch		07/26/2017	Bank: SWITZERLAND

RECEIVING PARTY DATA

Name:	Communications & Power Industries LLC
Street Address:	811 Hansen Way
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94304
Entity Type:	Limited Liability Company: DELAWARE
Name:	CPI Malibu Division
Street Address:	811 Hansen Way
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94304
Entity Type:	Corporation: CALIFORNIA
Name:	CPI Locus Microwave, Inc.
Street Address:	811 Hansen Way
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94304
Entity Type:	Corporation: DELAWARE
Name:	ASC Signal Corporation
Street Address:	811 Hansen Way
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94304
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 25

CH \$640.00 0693775

Property Type	Number	Word Mark
Registration Number:	0693775	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:	0601596	EIMAC
Registration Number:	3250935	LOCUS MICROWAVE
Registration Number:	4663691	SPIRA-CONE
Registration Number:	4426122	ASC SIGNAL
Registration Number:	3680127	
Registration Number:	1936178	CHANNELMAX
Registration Number:	1342339	
Registration Number:	1216521	FEEDER-PAK
Registration Number:	1292704	MICRO-BEAM
Registration Number:	1873694	SMARTENNA
Registration Number:	0742573	DURA-TUBE
Registration Number:	0781283	JOIN-TENNA
Registration Number:	1666521	SMARTRACK
Registration Number:	1760605	TRIFOLD
Registration Number:	5089156	TRIFOLD

CORRESPONDENCE DATA

Fax Number: 6502138158

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

Phone: 6502130300

Email: iprecordations@whitecase.com

Correspondent Name: White & Case LLP / Christina Ishihara

Address Line 1: 3000 El Camino Real, Bldg 5, 9th Floor

Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER: 1145754-0002

NAME OF SUBMITTER: Christina Ishihara

SIGNATURE: /Christina Ishihara/

DATE SIGNED: 07/26/2017

Total Attachments: 5

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RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT (this “Release”) is made as of July 26, 2017, by UBS AG, STAMFORD BRANCH, a Swiss bank with offices located at 677 Washington Boulevard, Stamford, CT 06901, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”), in favor of COMMUNICATIONS & POWER INDUSTRIES LLC, a Delaware limited liability company, CPI MALIBU DIVISION, a California corporation, CPI LOCUS MICROWAVE, INC., a Delaware corporation and ASC SIGNAL CORPORATION, a Delaware corporation (individually, a “Pledgor,” and, collectively, the “Pledgors”). Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement (as defined below).

WHEREAS, the Pledgors are party to: (i) that certain Second Lien Security Agreement, dated as of March 17, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent and (ii) that certain Trademark Security Agreement between the Pledgors and the Collateral Agent dated as of March 17, 2017 (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, as collateral security for the payment and performance in full of the Secured Obligations, each Pledgor pledged and granted 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 of the following (collectively, the “Trademark Collateral”):

- (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);

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent & Trademark Office on March 21, 2017, at Reel 6014 and Frame 0672; and

WHEREAS, the Pledgors have requested that the Collateral Agent release, and the Collateral Agent has agreed to release, its lien on and security interest in and to the Trademark Collateral and to reconvey any and all rights in the Trademark Collateral to the Pledgors.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates the Trademark Security Agreement, and hereby terminates, cancels, discharges and releases fully with respect to each Pledgor any and all liens and security interests it has in and against such Pledgor’s Trademark Collateral.

If and to the extent the Collateral Agent has acquired any right, title or interest in or to any of the Trademark Collateral of any Pledgor, it hereby irrevocably re-assigns and re-

transfers all such rights, title and interest it may have in such Trademark Collateral (including, without limitation, the Trademark Collateral on Schedule I) to such Pledgor and any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby cease and become void.

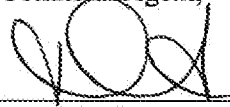
The Collateral Agent authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer or agency record this Release.

The Collateral Agent shall take all further actions, and provide to the Pledgors and their 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, and at Pledgors' sole cost and expense (unless otherwise provided under the Security Agreement), to more fully and effectively effectuate the purposes of this Release.

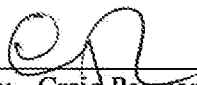
This Release and the transactions contemplated hereby, and all disputes between the parties under or relating to this Release or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes 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.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered by its duly authorized representative as of the date first set above.

UBS AG, STAMFORD BRANCH,
as Collateral Agent,

By: 

Name: Darlene Arias
Title: Director

By: 

Name: Craig Pearson
Title: Associate Director

[Signature Page to Release of Trademark Security Agreements (Second Lien)]

SCHEDULE I
to
RELEASE OF TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Reel/Frame: 6014/0672

Trademark Registrations:

Owner	Mark	Reg. No.
Communications & Power Industries LLC	EIMAC. and Design	693775
Communications & Power Industries LLC	KLYSTRODE	1230935
Communications & Power Industries LLC	COMMUNICATIONS & POWER INDUSTRIES	2149633
Communications & Power Industries LLC	CPI	2226433
Communications & Power Industries LLC	CPI COMMUNICATIONS & POWER INDUSTRIES and Design	2074430
Communications & Power Industries LLC	AUTOWAVE	2522865
CPI Malibu Division	MALIBU RESEARCH	1916061
CPI Malibu Division	FLAPS	2072082
CPI Malibu Division	EDGE SCANNER	2074132
Communications & Power Industries LLC	SUPERLINEAR	3578639
Communications & Power Industries LLC	EIMAC	601596
CPI Locus Microwave, Inc.	LOCUS MICROWAVE	3250935
ASC Signal Corporation	SPIRA-CONE	4663691
ASC Signal Corporation	ASC SIGNAL (AND DESIGN)	4426122
ASC Signal Corporation	DESIGN (Wave)	3680127
ASC Signal Corporation	CHANNELMAX	1936178
ASC Signal Corporation	DESIGN (Dish and Lightning Bolt)	1342339
ASC Signal Corporation	FEEDER-PAK	1216521
ASC Signal Corporation	MICRO-BEAM	1292704
ASC Signal Corporation	SMARTENNA	1873694
ASC Signal Corporation	DURA-TUBE	0742573
ASC Signal Corporation	JOIN-TENNA	0781283
ASC Signal Corporation	SMARTRACK	1666521

ASC Signal Corporation	TRIFOLD	1760605
ASC Signal Corporation	TRIFOLD	5,089,156

Trademark Applications:

None.