

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436714

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

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:	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:	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
Registration Number:	4663691	SPIRA-CONE
Registration Number:	4426122	ASC SIGNAL
Registration Number:	3680127	
Registration Number:	1936178	CHANNELMAX
Registration Number:	1342339	
Serial Number:	86708301	TRIFOLD
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

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:	1145754-0012-2383
NAME OF SUBMITTER:	Christina Ishihara
SIGNATURE:	/Christina Ishihara/
DATE SIGNED:	07/26/2017

Total Attachments: 10

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RELEASE OF TRADEMARK SECURITY AGREEMENTS

THIS RELEASE OF TRADEMARK SECURITY AGREEMENTS (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 Security Agreement, dated as of April 7, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent (ii) those certain Trademark Security Agreements between certain Pledgors and the Collateral Agent dated as of April 7, 2014 and October 9, 2015 (collectively, the “Trademark Security Agreements”);

WHEREAS, pursuant to the Trademark Security Agreements, 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 Agreements were recorded with the U.S. Patent & Trademark Office on April 11, 2014, at Reel 5258 and Frame 0497 and October 13, 2015, at Reel 5643 and Frame 0311, respectively; 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 Agreements, 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 (First Lien)]

TRADEMARK
REEL: 006115 FRAME: 0147

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

Reel/Frame: 5258/0497

Trademark Registrations:¹

OWNER	REGISTRATION NUMBER	COUNTRY	TRADEMARK
Communications & Power Industries, Inc.	322,635	Foreign	EIMAC (block)
Communications & Power Industries, Inc.	322,634	Foreign	EIMAC and Design (script with tube)
Communications & Power Industries, Inc.	529,576	Foreign	COMMUNICATIONS & POWER INDUSTRIES
Communications & Power Industries, Inc.	545,677	Foreign	CPI
Communications & Power Industries, Inc.	UCA19521	Foreign	EIMAC (block)
Communications & Power Industries, Inc.	415,873	Foreign	KLYSTRODE
Communications & Power Industries, Inc.	005759147	Foreign	EIMAC (block)
Communications & Power Industries, Inc.	96/628,905	Foreign	COMMUNICATIONS & POWER INDUSTRIES
Communications & Power Industries, Inc.	5129606	Foreign	CPI

¹ Communications & Power Industries, Inc. is now known as Communications & Power Industries LLC.

OWNER	REGISTRATION NUMBER	COUNTRY	TRADEMARK
Communications & Power Industries, Inc.	96/629,153	Foreign	CPI
Communications & Power Industries, Inc.	1,253,963	Foreign	EIMAC and Design (script with tube)
Communications & Power Industries, Inc.	1,393,489	Foreign	EIMAC (stylized)
Communications & Power Industries, Inc.	1,246,578	Foreign	KLYSTRODE
Communications & Power Industries, Inc.	39544851	Foreign	CPI
Communications & Power Industries, Inc.	871,602	Foreign	EIMAC (block)
Communications & Power Industries, Inc.	826,924	Foreign	EIMAC and Design (script with tube)
Communications & Power Industries, Inc.	1,063,826	Foreign	KLYSTRODE
Communications & Power Industries, Inc.	19530644	Foreign	EIMAC (stylized)
Communications & Power Industries, Inc.	117258	Foreign	EIMAC (block)
Communications & Power Industries, Inc.	117259	Foreign	EIMAC and Design (script with tube)
Communications & Power Industries, Inc.	916474	Foreign	EIMAC and Design (script with tube)
Communications & Power Industries, Inc.	MI/2013/011320	Foreign	KLYSTRODE
Communications & Power Industries, Inc.	4,421,238	Foreign	COMMUNICATIONS & POWER INDUSTRIES & Design

OWNER	REGISTRATION NUMBER	COUNTRY	TRADEMARK
Communications & Power Industries, Inc.	4,318,749	Foreign	CPI and Design
Communications & Power Industries, Inc.	767,089	Foreign	EIMAC (block)
Communications & Power Industries, Inc.	1,843,593	Foreign	KLYSTRODE
Communications & Power Industries, Inc.	119942	Foreign	EIMAC (script with tube)
Communications & Power Industries, Inc.	47827	Foreign	EIMAC (stylized)
Communications & Power Industries, Inc.	50612	Foreign	EIMAC and Design (script with tube)
Communications & Power Industries, Inc.	859/47	Foreign	EIMAC (block)
Communications & Power Industries, Inc.	272436	Foreign	EIMAC (block)
Communications & Power Industries, Inc.	272562	Foreign	EIMAC and Design (script with tube)
Communications & Power Industries, Inc.	43324	Foreign	EIMAC and Design (script with tube)
Communications & Power Industries, Inc.	2,032,124	Foreign	CPI
Communications & Power Industries LLC	693,775	US	EIMAC & Design
Communications & Power Industries LLC	601,596	US	EIMAC & Design
Communications & Power Industries, Inc.	1,230,935	US	KLYSTRODE

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

OWNER	REGISTRATION NUMBER	COUNTRY	TRADEMARK
Communications & Power Industries, Inc.	1213894	Foreign	Communications & Power Industries
Communications & Power Industries, Inc.	1213893	Foreign	CPI
CPI Locus Microwave, Inc.	3,250,935	US	Locus Microwave



Trademark Applications:

None.

Reel/Frame: 5643/0311

Trademark Registrations:

Owner: ASC Signal Corporation

Reg. No./ (App. No.)	Mark	Class	Goods/services
4663691	SPIRA-CONE	9	High-frequency antennas
4426122	ASC SIGNAL (AND DESIGN) 	9, 37, 38	Communications equipment, namely, satellite reception and transmission equipment, satellite dishes, aerials, receivers and transmitters; earth station antenna equipment for one-way and two way transmission, namely, satellite transmitters and receivers; radar, tactical and surveillance equipment for one-way and two way transmission, namely, radars, monitors and cameras, in Class 9; Satellite dish and communications equipment installation services, in Class 37 Satellite communication services, in Class 38
3680127	DESIGN (Wave) 	9, 37, 38	Communications equipment, namely, satellite reception equipment, namely, satellite dishes, aerials, receivers and transmitters; earth station

			antenna equipment for one-way and two way transmission, namely, satellite transmitters and receivers; radar, tactical and surveillance equipment for one-way and two way transmission, namely, radars, monitors, in Class 9; Satellite dish and communications equipment installation services, in Class 37 Satellite communication services, in Class 38
1936178	CHANNELMAX	9	Outdoor television antenna amplifiers
1342339	DESIGN (Dish and Lightning Bolt) 	9	Satellite reception equipment-namely, dish antennas, antenna controls
(86/708301)	TRIFOLD	9	Antennas; antennas for radio and television and wireless communications apparatus; dish antennas; high frequency mobile and sea-based communications antennas; microwave antennas; parabolic antennas; transportable earth station antenna and auxiliary equipment, namely, combiners termination loads, diplexers, and remote microprocessor control for motorized positioner drives
1216521	FEEDER-PAK	9	Cartons sold in conjunction with television wire, for storing and dispensing the wire
1292704	MICRO-BEAM	9	Microwave relay equipment, comprising transmitters, receivers, and carrier generators
1873694	SMARTENNA	9	outdoor television reception antennas
0742573	DURA-TUBE	6	Tubular mast sections for television antennas and the like
0781283	JOIN-TENNA	9	Multi-receiver antenna coupling systems, parts thereof and accessories therefor
1666521	SMARTRACK	9	electronic apparatus that automatically focuses antennae for satellite reception
1760605	TRIFOLD	9	transportable earth station antenna and auxiliary equipment; namely, combiners termination loads, diplexers, and remote microprocessor control for motorized positioner drives

