## OP \$415.00 6259093

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM759647

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Communications & Power Industries LLC		10/06/2022	Limited Liability Company: DELAWARE
CPI Satcom & Antenna Technologies Inc.		10/06/2022	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Alter Domus (US) LLC, as Collateral Agent
Street Address:	225 West Washington Street, 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

#### **PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	6259093	COMMUNICATIONS & POWER INDUSTRIES
Registration Number:	2149633	COMMUNICATIONS & POWER INDUSTRIES
Registration Number:	2226433	CPI
Registration Number:	2074430	CPI COMMUNICATIONS & POWER INDUSTRIES
Registration Number:	601596	EIMAC
Registration Number:	693775	EIMAC.
Registration Number:	1230935	KLYSTRODE
Registration Number:	3578639	SUPERLINEAR
Registration Number:	6111617	ECONCO
Registration Number:	6111618	ECONCO
Registration Number:	2072082	FLAPS
Registration Number:	4479754	MANPAK
Registration Number:	2531342	NETMAC
Registration Number:	6466023	ORBITAL SYSTEMS
Registration Number:	5501015	ORBITAL SYSTEMS, LTD.
Registration Number:	2558385	PRODELIN

TRADEMARK REEL: 007861 FRAME: 0682

900724263

#### **CORRESPONDENCE DATA**

**Fax Number:** 8009144240

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:** 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

**Address Line 1:** 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	10/07/2022

#### **Total Attachments: 7**

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#### RECORDATION FORM COVER SHEET

#### TRADEMARKS ON Goldman Sachs Bank USA, as Collateral Agent

To the Director of the U. S. Patent and Trademark Office: Pleas	e record the attached documents or the new address(es) below.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)
1. Communications & Power Industries LLC	Additional names, addresses, or citizenship attached?
Limited Liability Company - Delaware, USA 2. CPI Satcom & Antenna Technologies Inc. Corporation - Delaware, USA	Name: Alter Domus (US) LLC, as Collateral Agent
Individual(s) Association	Street Address: 225 West Washington Street, 9th Floor
Partnership Limited Partnership	City: Chicago
Corporation- State:	State: IL
Other	Country: USA Zip: 60606
Citizenship (see guidelines)	Individual(s) Citizenship
Additional names of conveying parties attached? Yes X No	
3. Nature of conveyance/Execution Date(s):	Partnership Citizenship
Execution Date(s) October 6, 2022	Limited Partnership Citizenship
_	Corporation Citizenship
Assignment Merger	Other Limited Liability Company - Delaware, USA
X Security Agreement	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Other	(Designations must be a separate document from assignment)
4. Application number(s) or registration number(s) and A. Trademark Application No.(s)  Text	B. Trademark Registration No.(s)
see attached Schedule I	see attached Schedule I
See diagoned Soneddie 1	Additional sheet(s) attached? X Yes No
C. Identification or Description of Trademark(s) (and Filing [	
5. Name & address of party to whom correspondence	C. Tatalana da andreadan and C.
concerning document should be mailed:	6. Total number of applications and registrations involved:
Name: Doris Ka - Senior Paralegal (Intellectual Property)	
Internal Address: Cahill Gordon & Reindel LLP	<b>7. Total fee</b> (37 CFR 2.6(b)(6) & 3.41) \$
Street Address: 32 Old Slip	Authorized to be charged to deposit account
	L Enclosed
City: New York	8. Payment Information:
State: NY Zip: 10005	
Phone Number: (212) 701-3569	Deposit Account Number
Docket Number: Project Constellation (32100.0035)	·
Email Address: dka@cahill.com	Authorized User Name
9. Signature: Doris Ka	October 6, 2022
Signature Doris Ka	Date
Name of Person Signing	Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

#### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>") is made as of October 6, 2022 between the signatories hereto (the "<u>Grantors</u>" and each, individually, a "<u>Grantor</u>") in favor of ALTER DOMUS (US) LLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "<u>Collateral Agent</u>").

#### RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of October 6, 2022 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"; capitalized terms used in this Agreement and not otherwise defined herein have the respective meanings set forth in the Guarantee and Collateral Agreement), by and among each Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, each Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of such Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantors and the Collateral Agent hereby agree as follows:

- SECTION 1. <u>Grant of Security</u>. As collateral security for the Obligations, each Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset:
  - (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.
- SECTION 2. <u>Recordation</u>. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.
- SECTION 3. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when

taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 4. <u>Governing Law</u>. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. <u>Conflict Provision</u>. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**COMMUNICATIONS & POWER INDUSTRIES** 

LLC,

as a Grantor

By:

Name: Robert A. Fickett
Title: Chief Executive Officer

CPI SATCOM & ANTENNA TECHNOLOGIES

INC.,

as a Grantor

Name: Robert A. Fickett

Title: President

[Signature Page to Trademark Security Agreement]

ALTER DOMUS (US) LLC, as Collateral Agent

Ву: \_\_\_

Name: Pinju Chiu

Title: Associate Counsel

### SCHEDULE 1 TRADEMARKS

# UNITED STATES TRADEMARKS:

Registrations:

Trademark	Application No./ Filing Date	Registration No./	Status	Owner
COMMUNICATIONS & POWER 88/575,999	88/575,999	6,259,093	Registered	Communications & Power Industries LLC
INDUSTRIES	08/12/2019	02/02/2021		
COMMUNICATIONS& POWER	74/705,919	2,149,633	Registered	Communications & Power Industries LLC
INDUSTRIES	07/25/1995	04/07/1998		
CPI	74/705,916	2,226,433	Registered	Communications & Power Industries LLC
	07/25/1995	02/23/1999		
CPI COMMUNICATIONS &	74/734,505	2,074,430	Registered	Communications & Power Industries LLC
POWER INDUSTRIES & Design	09/26/1995	06/24/1997		
EIMAC (Stylized)	71/662,526	601,596	Registered	Communications & Power Industries LLC
Simes	03/12/1954	02/01/1955		
EIMAC. & Design	72/076,936	693,775	Registered	Communications & Power Industries LLC
<b>(D)</b>	07/02/1959	03/01/1960		
KLYSTRODE	73/355,515	1,230,935	Registered	Communications & Power Industries LLC
	03/19/1982	03/15/1983		
SUPERLINEAR		3,578,639	Registered	Communications & Power Industries LLC
	11/06/2007	02/24/2009		

	88/631,413 6 09/25/2019 0	6,111,617 I	Registered	Communications & Power Industries LLC
		7/28/2020		
ECONCO & Design	88/631,424 6	l 819,111,6	Registered	Communications & Power Industries LLC
09/	09/25/2019	07/28/2020		
FLAPS 74/	74/476,523	2,072,082   I	Registered	CPI Satcom & Antenna Technologies,
01/(	01/04/1994 0	06/17/1997		Inc.
MANPAK 85/	85/739,418 4	4,479,754   I	Registered	CPI Satcom & Antenna Technologies,
09/2	09/26/2012	02/11/2014		Inc.
NETMAC 75/9	75/916,904	2,531,342	Registered	CPI Satcom & Antenna Technologies,
(Stylized) NetMAC	0	01/22/2002		Inc.
ORBITAL SYSTEMS 88/2	88/250,255	6,466,023	Registered	CPI Satcom & Antenna Technologies,
01/0	01/04/2019 0	08/31/2021		Inc.
ORBITAL SYSTEMS, LTD. 87/3	87/576,905	5,501,015	Registered	CPI Satcom & Antenna Technologies,
08/2	08/21/2017	06/26/2018		Inc.
PRODELIN 76/	76/158,968	2,558,385	Registered	CPI Satcom & Antenna Technologies,
11/0	1/06/2000 0	04/09/2002		Inc.

**RECORDED: 10/07/2022**