

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Communications & Power Industries LLC	FORMERLY Communications & Power Industries, Inc.	02/11/2011	LIMITED LIABILITY COMPANY: DELAWARE
CPI Malibu Division		02/11/2011	CORPORATION: CALIFORNIA

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: SWITZERLAND

PROPERTY NUMBERS Total: 11

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

CORRESPONDENCE DATA

900184354

**TRADEMARK
 REEL: 004481 FRAME: 0855**

OP \$290.00 0693775

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
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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:	02/17/2011

Total Attachments: 5
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Trademark Security Agreement

Trademark Security Agreement, dated as of February 11, 2011, by COMMUNICATIONS & POWER INDUSTRIES LLC and CPI MALIBU DIVISION (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 and Chief Financial Officer

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: Mary E. Evans
Name: Mary E. Evans
Title: Associate Director
Banking Products
Services, US

By: Irja R. Otsa
Name: Irja R. Otsa
Title: Associate Director
Banking Products
Services, US

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registered Holder	Mark	Jurisdiction	App./Reg. No.	Status
Communications & Power Industries, Inc.	EIMAC & Design	U.S.	693,775	Registered
Communications & Power Industries, Inc.	EIMAC & Design	U.S.	601,596	Registered
Communications & Power Industries, Inc.	KLYSTRODE	U.S.	1,230,935	Registered
Communications & Power Industries, Inc.	COMMUNICATIONS & POWER INDUSTRIES	U.S.	2,149,633	Registered
Communications & Power Industries, Inc.	CPI	U.S.	2,226,433	Registered
Communications & Power Industries, Inc.	CPI COMMUNICATIONS & POWER INDUSTRIES & Design	U.S.	2,074,430	Registered
Communications & Power Industries, Inc.	AUTOWAVE	U.S.	2,522,865	Registered
CPI Malibu Division	MALIBU RESEARCH	U.S.	1,916,061 SN 74-476256	Registered
CPI Malibu Division	FLAPS	U.S.	2,072,082 SN 74-476523	Registered
CPI Malibu Division	EDGE SCANNER	U.S.	2,074,132 SN 74-476107	Registered
CPI Malibu Division	SUPERLINEAR	U.S.	3,578,639	Registered