

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300884

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch, as Collateral Agent		04/07/2014	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Communicatons & Power Industries LLC, as Pledgor		
Street Address:	811 Hansen Way		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	CPI Malibu Division, a California corporation, as Pledgor		
Street Address:	3760 Calle Tecate, Unit A		
City:	Camarillo		
State/Country:	CALIFORNIA		
Postal Code:	93012		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1916061	MALIBU RESEARCH	
Registration Number:	2074132	EDGE SCANNER	
Registration Number:	2072082	FLAPS	
Registration Number:	3578639	SUPERLINEAR	
Registration Number:	601596	EIMAC	
Registration Number:	693775	EIMAC.	
Registration Number:	1230935	KLYSTRODE	
Registration Number:	2226433	CPI	
Registration Number:	2149633	COMMUNICATIONS & POWER INDUSTRIES	
Registration Number:	2074430	CPI COMMUNICATIONS & POWER INDUSTRIES	
Registration Number:	2522865	AUTOWAVE	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 3026365454

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:	088923-3
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NAME OF SUBMITTER:	Jean Paterson
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SIGNATURE:	/jep/
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DATE SIGNED:	04/09/2014
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Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT (this “Release”) is made as of April 7, 2014, 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 with offices located at 811 Hansen Way, Palo Alto, CA 94304, and CPI MALIBU DIVISION, a California corporation with offices located at 3760 Calle Tecate, Unit A, Camarillo, CA 93012 (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 February 11, 2011 (as amended, 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 February 11, 2011 (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 Assignment Division of the U.S. Patent & Trademark Office on February 17, 2011, at Reel 4481 and Frame 0855; 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.

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 any and all liens and security interests it has in and against the Trademark Collateral arising under the Trademark Security Agreement.

If and to the extent the Collateral Agent has acquired any right, title or interest in or to any of the Trademark Collateral, it hereby irrevocably re-assigns and re-transfers all such rights, title and interest to the Pledgors.

The Collateral Agent authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer 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, 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 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.

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: Lana Gifas
Name: Lana Gifas
Title: Director

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

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

Trademark Registrations:

<u>OWNER</u>	<u>MARK</u>	<u>REG. NO.</u>
CPI Malibu Division	MALIBU RESEARCH	1916061
CPI Malibu Division	EDGE SCANNER	2074132
CPI Malibu Division	FLAPS	2072082
Communications & Power Industries LLC	SUPERLINEAR	3578639
Communications & Power Industries LLC	EIMAC & Design	601596
Communications & Power Industries LLC	EIMAC & Design	693775
Communications & Power Industries, Inc.	KLYSTRODE	1230935
Communications & Power Industries LLC	CPI	2226433
Communications & Power Industries LLC	COMMUNICATIONS & POWER INDUSTRIES	2149633
Communications & Power Industries LLC	CPI COMMUNICATIONS & POWER INDUSTRIES & Design	2074430
Communications & Power Industries, Inc.	AUTOWAVE	2522865

Trademark Applications:

None.