

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356321

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Communications & Power Industries LLC		09/17/2015	LIMITED LIABILITY COMPANY: DELAWARE
CPI Malibu Division		09/17/2015	CORPORATION: CALIFORNIA
CPI Locus Microwave, Inc.		09/17/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as Collateral Agent		
Street Address:	225 W. Washington Street		
Internal Address:	21st Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 12			
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	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6502515047
Email: jmull@stblaw.com
Correspondent Name: Michelle Morad
Address Line 1: 2475 Hanover Street
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	051209/0075
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NAME OF SUBMITTER:	J. Jason Mull
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SIGNATURE:	/J. Jason Mull/
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DATE SIGNED:	09/25/2015
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Total Attachments: 5

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Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement, dated as of September 17, 2015, by Communications & Power Industries LLC, CPI Malibu Division, and CPI Locus Microwave, Inc. (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of CORTLAND CAPITAL MARKET SERVICES LLC, 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 Second Lien 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 Second Lien 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 Second Lien 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 Second Lien 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 Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien 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 Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Second Lien Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Second Lien 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 Second Lien 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 & Chief Financial Officer

CPI Locus Microwave, Inc.


By: 

Name: Joel A. Littman

Title: Secretary & Treasurer

Accepted and Agreed:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Collateral Agent

By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registered Holder	Mark	Jurisdiction	App./Reg. No.	Status
Communications & Power Industries LLC	EIMAC. and Design	United States	693775	Registered
Communications & Power Industries LLC	KLYSTRODE	United States	1230935	Registered
Communications & Power Industries LLC	COMMUNICATIONS & POWER INDUSTRIES	United States	2149633	Registered
Communications & Power Industries LLC	CPI	United States	2226433	Registered
Communications & Power Industries LLC	CPI COMMUNICATIONS & POWER INDUSTRIES and Design	United States	2074430	Registered
Communications & Power Industries LLC	AUTOWAVE	United States	2522865	Registered
CPI Malibu Division	MALIBU RESEARCH	United States	1916061	Registered
CPI Malibu Division	FLAPS	United States	2072082	Registered
CPI Malibu Division	EDGE SCANNER	United States	2074132	Registered
Communications & Power Industries LLC	SUPERLINEAR	United States	3578639	Registered
Communications & Power Industries LLC	EIMAC	United States	601596	Registered
CPI Locus Microwave, Inc.	LOCUS MICROWAVE	United States	3250935	Registered