

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420427

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Communications & Power Industries LLC		03/17/2017	Limited Liability Company: DELAWARE
CPI Malibu Division		03/17/2017	Corporation: CALIFORNIA
CPI Locus Microwave, Inc.		03/17/2017	Corporation: DELAWARE
ASC Signal Corporation		03/17/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	670 Washington Blvd.
Internal Address:	9th Floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	693775	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:	601596	EIMAC
Registration Number:	3250935	LOCUS MICROWAVE
Registration Number:	4663691	SPIRA-CONE
Registration Number:	4426122	ASC SIGNAL
Registration Number:	3680127	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1936178	CHANNELMAX
Registration Number:	1342339	
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
Registration Number:	5089156	TRIFOLD

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	562274-30
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	03/21/2017

Total Attachments: 7
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Trademark Security Agreement

Trademark Security Agreement, dated as of March 17, 2017 by 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”), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to that certain Second Lien Credit Agreement, dated as of March 17, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, 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 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.

SECTION 7. 2017 Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the priority of the liens and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement and the Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the 2017 Intercreditor Agreement), including liens and security interests granted to UBS AG, Stamford Branch, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Collateral Agent or any other secured party hereunder is subject to the limitations and provisions of the 2017 Intercreditor Agreement. In the event of any conflict between the terms of the 2017 Intercreditor Agreement and the terms of this Trademark Security Agreement or the Security Agreement regarding the priority of any liens or the exercise of any right or remedy, the terms of the 2017 Intercreditor Agreement shall govern and control.

[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,

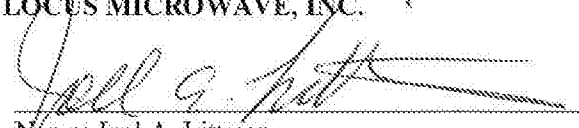
**COMMUNICATIONS & POWER INDUSTRIES
LLC**

By: 
Name: Joel A. Littman
Title: Chief Financial Officer, Treasurer & 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

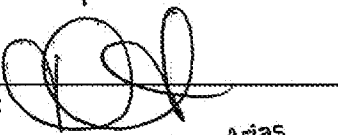
ASC SIGNAL CORPORATION

By: 
Name: Joel A. Littman
Title: Secretary

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By:  Craig Pearson
Name: Associate Director
Title: Banking Product Services, US





By:  Darlene Arias
Name: Director
Title: Director

[Signature Page to Trademark Security Agreement]

10 **SCHEDULE I**
 11 **to**
 12 **TRADEMARK SECURITY AGREEMENT**
 13 **TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

14 **Trademark Registrations:**

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
ASC Signal Corporation	SPIRA-CONE	United States	4663691	Registered

Registered Holder	Mark	Jurisdiction	App./Reg. No.	Status
ASC Signal Corporation	 ASC SIGNAL (AND DESIGN)	United States	4426122	Registered
ASC Signal Corporation	 DESIGN (Wave)	United States	3680127	Registered
ASC Signal Corporation	CHANNELMAX	United States	1936178	Registered
ASC Signal Corporation	 DESIGN (Dish and Lightning Bolt)	United States	1342339	Registered
ASC Signal Corporation		United States	1216521	Cancelled
ASC Signal Corporation	MICRO-BEAM ²	United States	1292704	Cancelled
ASC Signal Corporation	SMARTENNA ³	United States	1873694	Cancelled
ASC Signal Corporation	DURA-TUBE ⁴	United States	0742573	Cancelled
ASC Signal Corporation	JOIN-TENNA ⁵	United States	0781283	Registered

- ¹ Section 9 renewal applications not filed; to be marked abandoned in due course.
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- ³ Section 9 renewal applications not filed; to be marked abandoned in due course.
- ⁴ Section 9 renewal applications not filed; to be marked abandoned in due course.
- ⁵ Section 9 renewal applications not filed; to be marked abandoned in due course.

Registered Holder	Mark	Jurisdiction	App./Reg. No.	Status
ASC Signal Corporation	SMARTRACK ⁶	United States	1666521	Cancelled
ASC Signal Corporation	TRIFOLD ⁷	United States	1760605	Cancelled
ASC Signal Corporation	TRIFOLD	United States	5,089,156	Registered

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Trademark Applications:

16

17 None.

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⁶ Section 9 renewal applications not filed; to be marked abandoned in due course.

⁷ Section 9 renewal applications not filed; to be marked abandoned in due course.