

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM436726

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Communications & Power Industries LLC		07/26/2017	Limited Liability Company: DELAWARE
ASC Signal Corporation		07/26/2017	Corporation: DELAWARE
CPI Locus Microwave, Inc.		07/26/2017	Corporation: DELAWARE
CPI Malibu Division		07/26/2017	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2149633	COMMUNICATIONS & POWER INDUSTRIES
Registration Number:	2226433	CPI
Registration Number:	2074430	CPI COMMUNICATIONS & POWER INDUSTRIES
Registration Number:	3250935	LOCUS MICROWAVE
Registration Number:	0693775	EIMAC.
Registration Number:	0601596	EIMAC
Registration Number:	1230935	KLYSTRODE
Registration Number:	2522865	AUTOWAVE
Registration Number:	2072082	FLAPS
Registration Number:	2074132	EDGE SCANNER
Registration Number:	3578639	SUPERLINEAR
Registration Number:	4426122	ASC SIGNAL
Registration Number:	1936178	CHANNELMAX
Registration Number:	1342339	
Registration Number:	3680127	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4663691	SPIRA-CONE
Registration Number:	5089156	TRIFOLD
Registration Number:	0781283	JOIN-TENNA

CORRESPONDENCE DATA

Fax Number: 6502138158

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: 6502130300

Email: iprecordations@whitecase.com

Correspondent Name: White & Case LLP / Christina Ishihara

Address Line 1: 3000 El Camino Real, Bldg 5, 9th Floor

Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER: 1145754-0002

NAME OF SUBMITTER: Christina Ishihara

SIGNATURE: /Christina Ishihara/

DATE SIGNED: 07/26/2017

Total Attachments: 5

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 26, 2017 (this “**Agreement**”), is made by each of the signatories hereto indicated as a “Grantor” (each, a “**Grantor**” and collectively, the “**Grantors**”) in favor of UBS AG, STAMFORD BRANCH, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “**Agent**”).

WHEREAS, the Grantors entered into a First Lien Pledge and Security Agreement dated as of July 26, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors and each of the other grantors from time to time party thereto and the Agent, pursuant to which the Grantors granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantors agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

Section 2.1 Grant of Security.

Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all personal property of such Grantor including the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”) as collateral security for the Secured Obligations: all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, (a) the registrations and applications listed on Schedule A attached hereto, (b) all extensions or renewals of any of the foregoing, (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

Section 2.2 Certain Limited Exclusions.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to (a) any “intent-to-use” trademark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the

filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues from such intent-to-use application under applicable federal Law, or (b) any other Excluded Assets.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation

Each Grantor authorizes and requests that the Director of the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

SECTION 5. Governing Law, Etc.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTIONS 10.15 (CONSENT TO JURISDICTION) AND 10.16 (WAIVER OF JURY TRIAL) OF THE CREDIT AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE CREDIT AGREEMENT.


SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


**COMMUNICATIONS & POWER INDUSTRIES
LLC**

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


ASC SIGNAL CORPORATION

By: 
Name: Joel A. Littman
Title: Secretary & Treasurer

CPI LOCUS MICROWAVE INC.

By: 
Name: Joel A. Littman
Title: Secretary & Treasurer

CPI MALIBU DIVISION

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

SCHEDULE A
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Registered Holder	Mark	Jurisdiction	App./Reg. No.	Status
Communications & Power Industries LLC	COMMUNICATIONS & POWER INDUSTRIES	U.S.	2,149,633	Registered
Communications & Power Industries LLC	CPI	U.S.	2,226,433	Registered
Communications & Power Industries LLC	CPI COMMUNICATIONS & POWER INDUSTRIES & Design	U.S.	2,074,430	Registered
CPI Locus Microwave Inc.	LOCUS MICROWAVE	U.S.	3,250,935	Registered
Communications & Power Industries LLC	EIMAC (script with tube)	U.S.	693,775	Registered
Communications & Power Industries LLC	EIMAC (stylized)	U.S.	601,596	Registered
Communications & Power Industries LLC	KLYSTRODE	U.S.	1,230,935	Registered
Communications & Power Industries LLC	AUTOWAVE	U.S.	2,522,865	Registered
CPI Malibu Division	FLAPS	U.S.	2,072,082	Registered
CPI Malibu Division	EDGE SCANNER	U.S.	2074132	Registered
Communications & Power Industries LLC	SUPERLINEAR	U.S.	3578639	Registered
ASC Signal Corporation	ASC SIGNAL & Design	U.S.	4,426,122	Registered
ASC Signal Corporation	CHANNELMAX	U.S.	1936178	Registered
ASC Signal Corporation	DESIGN (Dish and Lightning Bolt)	U.S.	1,342,339	Registered
ASC Signal Corporation	DESIGN (Wave)	U.S.	3,680,127	Registered
ASC Signal Corporation	SPIRA-CONE	U.S.	4,663,691	Registered
ASC Signal Corporation	TRIFOLD	U.S.	5,089,156	Registered
ASC Signal Corporation	JOIN-TENNA	U.S.	0781283	Registration to be cancelled in due course – no renewal filed by 6/8/2015