

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM436728

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement
<b>SEQUENCE:</b>	4

**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**

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

**PROPERTY NUMBERS Total: 18**

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

<b>ATTORNEY DOCKET NUMBER:</b>	1145754-0012
<b>NAME OF SUBMITTER:</b>	Christina Ishihara
<b>SIGNATURE:</b>	/Christina Ishihara/
<b>DATE SIGNED:</b>	07/26/2017

**Total Attachments: 6**

- source=1.6.a. Project Cardinal - 2L Trademark Security Agreement [Executed]#page1.tif
- source=1.6.a. Project Cardinal - 2L Trademark Security Agreement [Executed]#page2.tif
- source=1.6.a. Project Cardinal - 2L Trademark Security Agreement [Executed]#page3.tif
- source=1.6.a. Project Cardinal - 2L Trademark Security Agreement [Executed]#page4.tif
- source=1.6.a. Project Cardinal - 2L Trademark Security Agreement [Executed]#page5.tif
- source=1.6.a. Project Cardinal - 2L Trademark Security Agreement [Executed]#page6.tif

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, (I) THE PRIORITY OF THE LIENS AND SECURITY INTERESTS GRANTED TO THE SECOND PRIORITY REPRESENTATIVE (AS DEFINED IN THE FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT REFERRED TO BELOW) PURSUANT TO THIS 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 FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT REFERRED TO BELOW), INCLUDING LIENS AND SECURITY INTERESTS GRANTED TO UBS AG, STAMFORD BRANCH, AS COLLATERAL AGENT, PURSUANT TO OR IN CONNECTION WITH THE FIRST LIEN CREDIT AND GUARANTY AGREEMENT DATED AS OF JULY 26, 2017 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME), AMONG THE BORROWER, THE GUARANTORS, THE LENDERS FROM TIME TO TIME PARTY THERETO, UBS AG, STAMFORD BRANCH, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT, AND THE OTHER PARTIES THERETO, AND (II) THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND PRIORITY REPRESENTATIVE OR ANY OTHER SECURED PARTY HEREUNDER IS SUBJECT TO THE LIMITATIONS AND PROVISIONS OF THE FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT DATED AS OF JULY 26, 2017 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT"), AMONG UBS AG, STAMFORD BRANCH, AS FIRST LIEN COLLATERAL AGENT, AND UBS AG, STAMFORD BRANCH, AS INITIAL SECOND LIEN REPRESENTATIVE (AS DEFINED IN THE FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT), AND ACKNOWLEDGED BY THE BORROWER AND THE GUARANTORS SIGNATORY THERETO. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT AND THE TERMS OF THIS AGREEMENT REGARDING THE PRIORITY OF ANY LIENS OR THE EXERCISE OF ANY RIGHT OR REMEDY, THE TERMS OF THE FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT SHALL GOVERN.

## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND 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 Second 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.

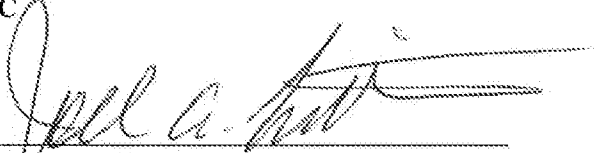
**SECTION 6. Counterparts**

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.

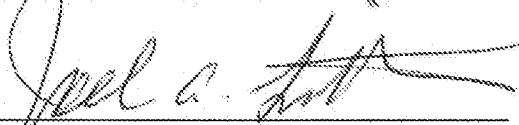
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


**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

Accepted and Agreed:

**UBS AG, STAMFORD BRANCH**, as Collateral Agent

By:  \_\_\_\_\_ **Kenneth Chin**  
Name: **Director**  
Title: **Banking Products Services, US**

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: **Darlene Arias**  
**Director**

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006115 FRAME: 0170**

**SCHEDULE A**  
to  
**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>Registered Holder</b>	<b>Mark</b>	<b>Jurisdiction</b>	<b>App./Reg. No.</b>	<b>Status</b>
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