

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583920

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch		06/30/2020	bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	ASC Signal Corporation		
Street Address:	1120 Jupiter Road, Suite 102		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75074		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4426122	ASC SIGNAL	
Registration Number:	1936178	CHANNELMAX	
Registration Number:	1342339		
Registration Number:	3680127		
Registration Number:	4663691	SPIRA-CONE	
Registration Number:	5089156	TRIFOLD	
Registration Number:	781283	JOIN-TENNA	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<i>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.</i>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	060710-0003		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	06/30/2020		

OP \$190.00 4426122

Total Attachments: 4

source=Hilltop - Partial Release of Security Interest in Trademark Collateral 1L Execution Version#page1.tif

source=Hilltop - Partial Release of Security Interest in Trademark Collateral 1L Execution Version#page2.tif

source=Hilltop - Partial Release of Security Interest in Trademark Collateral 1L Execution Version#page3.tif

source=Hilltop - Partial Release of Security Interest in Trademark Collateral 1L Execution Version#page4.tif

PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (the “Release”), dated as of June 30, 2020, is made by UBS AG, STAMFORD BRANCH (“UBS”), as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Collateral Agent”) to ASC SIGNAL CORPORATION (“ASC Signal”). Capitalized terms used but not defined herein have the meanings assigned to them in the Credit Agreement (as defined below) or the Security Agreement (as defined below), as applicable.

WHEREAS, CPI International, Inc. (“Borrower”), CPI Intermediate Holdings, Inc. (“Holdings”), certain Subsidiaries of the Borrower (including ASC Signal) party thereto, as Guarantor Subsidiaries, the lenders party thereto, UBS, as administrative agent for the Lenders and the Collateral Agent are party to that certain First Lien Credit and Guaranty Agreement, dated as of July 26, 2017 (as amended by that certain Amendment No. 1 to First Lien Credit and Guaranty Agreement, dated as of September 26, 2017, as further amended by that certain Second Amendment to First Lien Credit and Guaranty Agreement, dated as of June 5, 2020, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Credit Agreement”);

WHEREAS, pursuant to the Credit Agreement the Borrower, Holdings, the Guarantor Subsidiaries (including ASC Signal) and the Collateral Agent entered into that certain First Lien Pledge and Security Agreement, dated as of July 26, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, ASC Signal and certain other Guarantor Subsidiaries executed and delivered to the Collateral Agent that certain First Lien Trademark Security Agreement, dated as of July 26, 2017 and recorded with the U.S. Patent and Trademark Office on July 26, 2017 at Reel/Frame No. 6115/0155 (the “Trademark Security Agreement”), pursuant to which they granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of their respective right, title and interest in, to and under all of the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, effective as of the date hereof, the Borrower and its Subsidiaries have disposed of the Capital Stock of ASC Signal, and as a result ASC Signal has ceased to be a Guarantor and Grantor pursuant to Sections 7.11 and 9.10 of the Credit Agreement and the Liens on the assets of ASC Signal comprising part of the Collateral have been automatically released pursuant to Section 9.10(a) of the Credit Agreement;

WHEREAS, the Collateral Agent has acknowledged the release of its security interest in all of the right, title, and interest in and to the trademark registrations owned by ASC Signal and set forth in Schedule I attached hereto and incorporated herein by this reference (the “Released Collateral”), and has agreed to enter into this Release and to reconvey any and all of its right, title, and interest in and to the Released Collateral to ASC Signal; and

WHEREAS, the security interest in all Trademark Collateral granted to the Collateral Agent pursuant to the Trademark Security Agreement other than the Released Collateral (the “Remaining Collateral”) will be unaffected by this Release and such security interest in the Remaining Collateral will continue in full force and effect.


NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent, on behalf of itself, its successors and assigns, and the

Secured Parties, hereby TERMINATES, without recourse, representation, or warranty of any kind or nature the security interest in the Released Collateral, RELEASES and forever discharges, without recourse, representation, or warranty of any kind or nature its security interest in the Released Collateral, and retransfers and reassigns to ASC Signal any right, title or interest the Collateral Agent may have in, to or under the Released Collateral, without representation or warranty. The Collateral Agent shall retain its security interest in all other portions of the Trademark Collateral that are not the Released Collateral that is the subject of this Release.

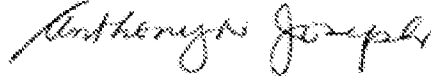
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered as of the date first written above.

UBS AG, STAMFORD BRANCH, as Collateral Agent



By: _____
Name: Darlene Arias
Title: Director



By: _____
Name: Anthony Joseph
Title: Associate Director

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

TRADEMARK REGISTRATIONS

<u>Holder</u>	<u>Mark</u>	<u>JDX</u>	<u>App./Reg. No.</u>	<u>Status</u>
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