

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759647

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Communications & Power Industries LLC		10/06/2022	Limited Liability Company: DELAWARE
CPI Satcom & Antenna Technologies Inc.		10/06/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Alter Domus (US) LLC, as Collateral Agent
Street Address:	225 West Washington Street, 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	6259093	COMMUNICATIONS & POWER INDUSTRIES
Registration Number:	2149633	COMMUNICATIONS & POWER INDUSTRIES
Registration Number:	2226433	CPI
Registration Number:	2074430	CPI COMMUNICATIONS & POWER INDUSTRIES
Registration Number:	601596	EIMAC
Registration Number:	693775	EIMAC.
Registration Number:	1230935	KLYSTRODE
Registration Number:	3578639	SUPERLINEAR
Registration Number:	6111617	ECONCO
Registration Number:	6111618	ECONCO
Registration Number:	2072082	FLAPS
Registration Number:	4479754	MANPAK
Registration Number:	2531342	NETMAC
Registration Number:	6466023	ORBITAL SYSTEMS
Registration Number:	5501015	ORBITAL SYSTEMS, LTD.
Registration Number:	2558385	PRODELIN

OP \$415.00 6259093

CORRESPONDENCE DATA**Fax Number:** 8009144240*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:** 800-713-0755**Email:** Michael.Violet@wolterskluwer.com**Correspondent Name:** CT Corporation**Address Line 1:** 4400 Easton Commons Way**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	10/07/2022

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ON

Goldman Sachs Bank USA, as Collateral Agent

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Communications & Power Industries LLC
Limited Liability Company - Delaware, USA
- 2. CPI Satcom & Antenna Technologies Inc.
Corporation - Delaware, USA

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 6, 2022

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Alter Domus (US) LLC, as Collateral Agent

Street Address: 225 West Washington Street, 9th Floor

City: Chicago

State: IL

Country: USA Zip: 60606

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Limited Liability Company - Delaware, USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
see attached Schedule I

B. Trademark Registration No.(s)
see attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Project Constellation (32100.0035)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Doris Ka

Signature

October 6, 2022

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of October 6, 2022 between the signatories hereto (the "Grantors" and each, individually, a "Grantor") in favor of ALTER DOMUS (US) LLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of October 6, 2022 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"; capitalized terms used in this Agreement and not otherwise defined herein have the respective meanings set forth in the Guarantee and Collateral Agreement), by and among each Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, each Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of such Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantors and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, each Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset:

(i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when

taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.


SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.


[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

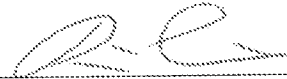
**COMMUNICATIONS & POWER INDUSTRIES
LLC,**
as a Grantor

By: 
Name: Robert A. Fickett
Title: Chief Executive Officer

**CPI SATCOM & ANTENNA TECHNOLOGIES
INC.,**
as a Grantor

By: 
Name: Robert A. Fickett
Title: President




ALTER DOMUS (US) LLC,
as Collateral Agent


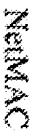
By: 
Name: Pinju Chiu
Title: Associate Counsel

**SCHEDULE 1
TRADEMARKS**

UNITED STATES TRADEMARKS:

Registrations:

Trademark	Application No./ Filing Date	Registration No./ Issue Date	Status	Owner
COMMUNICATIONS & POWER INDUSTRIES	88/575,999 08/12/2019	6,259,093 02/02/2021	Registered	Communications & Power Industries LLC
COMMUNICATIONS& POWER INDUSTRIES	74/705,919 07/25/1995	2,149,633 04/07/1998	Registered	Communications & Power Industries LLC
CPI	74/705,916 07/25/1995	2,226,433 02/23/1999	Registered	Communications & Power Industries LLC
CPI COMMUNICATIONS & POWER INDUSTRIES & Design	74/734,505 09/26/1995	2,074,430 06/24/1997	Registered	Communications & Power Industries LLC
 EIMAC (Stylized)	71/662,526 03/12/1954	601,596 02/01/1955	Registered	Communications & Power Industries LLC
 EIMAC. & Design	72/076,936 07/02/1959	693,775 03/01/1960	Registered	Communications & Power Industries LLC
 KLYSTRODE	73/355,515 03/19/1982	1,230,935 03/15/1983	Registered	Communications & Power Industries LLC
SUPERLINEAR	77/323,051 11/06/2007	3,578,639 02/24/2009	Registered	Communications & Power Industries LLC

Trademark	Application No./ Filing Date	Registration No./ Issue Date	Status	Owner
ECONCO	88/631,413 09/25/2019	6,111,617 07/28/2020	Registered	Communications & Power Industries LLC
ECONCO & Design 	88/631,424 09/25/2019	6,111,618 07/28/2020	Registered	Communications & Power Industries LLC
FLAPS	74/476,523 01/04/1994	2,072,082 06/17/1997	Registered	CPI Satcom & Antenna Technologies, Inc.
MANPAK	85/739,418 09/26/2012	4,479,754 02/11/2014	Registered	CPI Satcom & Antenna Technologies, Inc.
NETMAC (Stylized) 	75/916,904	2,531,342 01/22/2002	Registered	CPI Satcom & Antenna Technologies, Inc.
ORBITAL SYSTEMS	88/250,255 01/04/2019	6,466,023 08/31/2021	Registered	CPI Satcom & Antenna Technologies, Inc.
ORBITAL SYSTEMS, LTD.	87/576,905 08/21/2017	5,501,015 06/26/2018	Registered	CPI Satcom & Antenna Technologies, Inc.
PRODELIN	76/158,968 11/06/2000	2,558,385 04/09/2002	Registered	CPI Satcom & Antenna Technologies, Inc.