

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CPI Card Group - Minnesota, Inc.		03/09/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as the Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2763289	TUFFCARD	
Registration Number:	531994	TAKACHECK	
Registration Number:	1223415	THE ULTIMATE TICKET	
Registration Number:	2679965	CELEBRITY TICKET	
Registration Number:	550892	TRUMATCH	
Registration Number:	3624614	DIMENSIONALFX	
Registration Number:	3671006	EARTHSOURCE	
CORRESPONDENCE DATA			
Fax Number:	(212)755-7306		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-326-3717		
Email:	nazoubek@jonesday.com		
Correspondent Name:	Nancy A. Zoubek, Esq., Jones Day		
Address Line 1:	222 East 41st Street		
Address Line 4:	New York, NEW YORK 10017		

CH \$190.00 2763289

ATTORNEY DOCKET NUMBER:	175274-635018
NAME OF SUBMITTER:	Nancy A. Zoubek
Signature:	/Nancy A. Zoubek/
Date:	03/12/2010
Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 9, 2010 (this "Agreement"), between Jefferies Finance LLC, as the Collateral Agent under the Security Agreement referred to below (together with its successors and assigns, the "Collateral Agent"), and CPI CARD GROUP - MINNESOTA, INC., a Delaware corporation (the "Grantor").

W I T N E S S E T H:

WHEREAS, CPI HOLDINGS I, INC., a Delaware corporation ("Holdings"), and the Grantor, CPI ACQUISITION, INC., a Delaware corporation, CPI HOLDING CO., a Colorado corporation, CPI CARD GROUP - COLORADO, INC., a Colorado corporation, CPI CARD GROUP - NEVADA, INC., a California corporation, and CPI CARD GROUP - INDIANA, INC., an Indiana corporation (collectively, the "Borrowers" and, individually, each a "Borrower"), the financial institutions party thereto as lenders and the Collateral Agent have entered into the Credit Agreement, dated as of June 28, 2007 (as amended by Amendment No. 1, dated as of January 15, 2008, Amendment No. 2, dated as of August 4, 2008, Amendment No. 4, dated as of October 27, 2008, Amendment No. 5, dated as of March 20, 2009 and Amendment No. 6, dated as of March 9, 2010, and as may from time to time be further amended, amended and restated, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor, Holdings and the other Borrowers have entered into the Security Agreement, dated as of June 28, 2007 (as supplemented by assumption agreements, dated as of January 15, 2008 and the date hereof, and as may from time to time be further amended, amended and restated, supplemented or otherwise modified, the "Security Agreement") in favor of the Collateral Agent for the benefit of the Secured Parties (as defined therein);

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties, a security interest in certain collateral, including but not limited to all right, title and interest of the Grantor in its Trademarks; and

WHEREAS, the Collateral Agent and the Grantor have agreed to execute and deliver this Agreement in order to perfect the security interest of the Collateral Agent in the Grantor's Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Defined Terms. All capitalized terms not defined herein shall have the meaning ascribed to them in, or incorporated by reference in, the Security Agreement, and the rules of interpretation set forth in Section 1.2 of the Security Agreement shall be applicable hereto.

SECTION 2. Grant of Security Interest. As security for the prompt payment and performance of the Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, a general lien upon and/or a right of set off against (whether now owned or hereafter acquired by the Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired:

- (i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office owned by or filed on behalf of the Grantor or in which the Grantor has rights (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office owned by or filed on behalf of the Grantor or in which Grantor has rights (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Grantor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Collateral Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all unregistered or common law rights in all corporate names, business names, trade styles, logos, other source or business identifiers owned by the Grantor;

(ix) all licenses, including Trademark Licenses, and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(x) all rights to sue for past, present or future infringements of any of the foregoing;

(xi) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as defined in the UCC) of the Grantor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

SECTION 3. Reference to Security Agreement. This Agreement has been entered into by the Grantor and the Collateral Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement and the rights of the parties hereunder shall be construed and interpreted in accordance with the law of the State of New York, without application of the rules regarding conflicts of laws (other than section 5-1401 of the New York General Obligations Law).

SECTION 5. JURY TRIAL WAIVER. THE ASSIGNOR HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

CPI CARD GROUP - MINNESOTA, INC.

By: *N.A. Peters*

Name: Nicholas A. Peters

Title: Vice President and Treasurer

STATE OF Illinois)
COUNTY OF Cook) ss:

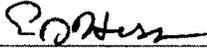
On this 9th day of March, 2010, before me personally appeared Nicholas A. Peters, to me known who, being by me duly sworn, did depose and say that he/she is VP and Treasurer of CPI CARD GROUP - MINNESOTA, INC., the institution described herein, and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by CPI CARD GROUP - MINNESOTA, INC.



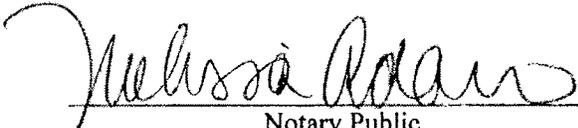
Paige D. Stepan
Notary Public

Accepted and acknowledged by:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: E. Joseph Hess
Title: Managing Director

On this 8 day of March, 2010, before me personally appeared E. Joseph Hess, to me known who, being by me duly sworn, did depose and say that he/she is Managing Director of JEFFERIES FINANCE LLC, the institution described herein, and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JEFFERIES FINANCE LLC.


Notary Public

MELISSA ADAMO
NOTARY PUBLIC, STATE OF NEW YORK
No. 01AD6114342
QUALIFIED IN QUEENS COUNTY
MY COMMISSION EXPIRES AUG. 9, 2012 

Trademark Security Agreement

TRADEMARK
REEL: 004166 FRAME: 0622

Schedule A
to Trademark Security Agreement

U.S. Trademark Registrations

Grantor	Trademarks	Country	Reg. No.	Registration Date
CPI Card Group – Minnesota, Inc.	TUFFCARD	U.S.	2,763,289	September 16, 2003
CPI Card Group – Minnesota, Inc.	TAKACHECK	U.S.	531,994	October 17, 1950
CPI Card Group – Minnesota, Inc.	THE ULTIMATE TICKET	U.S.	1,223,415	January 11, 1983
CPI Card Group – Minnesota, Inc.	CELEBRITY TICKET	U.S.	2,679,965	January 28, 2003
CPI Card Group – Minnesota, Inc.	TRUMATCH	U.S.	550,892	November 13, 1951
CPI Card Group – Minnesota, Inc.	DIMENSIONALFX	U.S.	3,624,614	May 19, 2009
CPI Card Group – Minnesota, Inc.	EARTHSOURCE	U.S.	3,671,006	August 18, 2009

State Trademark Registrations

Grantor	Trademarks	State	Reg. No.	Registration Date
CPI Card Group – Minnesota, Inc.	UV COLOR AND DESIGN	MN	21,742	January 5, 1994

Trademark Security Agreement