

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM316306

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EFT Source, Inc.		09/02/2014	CORPORATION: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of Nova Scotia		
<b>Street Address:</b>	720 King Street West		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5V 2T3		
<b>Entity Type:</b>	National Bank: CANADA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4376646	EASYTOUCH	
<b>Registration Number:</b>	1881585	TELEPIN-AT-HOME	
<b>Registration Number:</b>	3352865	EFTSOURCE WE'RE SERIOUS ABOUT SERVICE	
<b>Registration Number:</b>	3477116	MY COMMUNITY CARD	
<b>Registration Number:</b>	1644823	TELEPIN	
<b>Registration Number:</b>	3963560	CARD@ONCE	
<b>Serial Number:</b>	85064273	CARD@ONCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127288111		
<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>			
<b>Phone:</b>	2127288000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Kim Walker c/o Willkie Farr & Gallagher		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	110467-00027 KAW		
<b>NAME OF SUBMITTER:</b>	Kim A. Walker		
<b>SIGNATURE:</b>	/kaw-907/		
<b>DATE SIGNED:</b>	09/08/2014		

CH \$190.00 4376646

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 2, 2014 (this "Agreement"), between The Bank of Nova Scotia, as the Collateral Agent under the Security Agreement referred to below (together with its successors and assigns, the "Collateral Agent"), and EFT SOURCE, INC. (the "Grantor").

W I T N E S S E T H:

WHEREAS, the Grantor, CPI HOLDING CO., a Colorado corporation, CPI ACQUISITION, INC., a Delaware corporation, CPI CARD GROUP - COLORADO, INC., a Colorado corporation, CPI CARD GROUP - INDIANA, INC., an Indiana corporation, and CPI CARD GROUP - MINNESOTA, INC., a Delaware corporation (collectively, the "Borrowers" and, individually, each a "Borrower"), CPI HOLDINGS I, INC., a Delaware corporation ("Holdings"), CPI CARD GROUP - NEVADA, INC., a California corporation ("Nevada"), the financial institutions party thereto as lenders and the Collateral Agent have entered into the Credit Agreement, dated as of September 30, 2011 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, Holdings, Nevada and the Borrowers have entered into the Security Agreement, dated as of September 30, 2011 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent for the benefit of the Secured Parties (as defined therein);

WHEREAS, in connection with the Credit Agreement, the Grantor entered into the Assumption Agreement, dated as of September 2, 2014 in favor of the Collateral Agent for the benefit of the Secured Parties (as defined therein), by which it became party to the Security Agreement;

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 and to 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. Subject to the terms and conditions of the Security Agreement, 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), but excluding any application filed on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the U.S. Patent and Trademark Office or applicable office, agency or other governmental authority;
- (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, recordings and renewals with respect to any of the foregoing;
- (vi) all corporate names, business names, trade styles, logos, other source or business identifiers;
- (vii) all unregistered or common law rights in all trademarks, trade names, service marks, corporate names, business names, trade styles, logos, other source or business identifiers owned by the Grantor;
- (viii) all Trademark Licenses, and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;
- (ix) all rights to sue for past, present or future infringements of any of the foregoing;
- (x) all good will related to any of the foregoing; and
- (xi) 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.

EFT SOURCE, INC.

By: 

Name: Marvin S. Press

Title: Executive Vice President

Trademark Security Agreement (EFT Source, Inc.)

**TRADEMARK**

**REEL: 005358 FRAME: 0577**

Accepted and acknowledged by:

THE BANK OF NOVA SCOTIA,  
as Collateral Agent

By:   
Name: James Finke  
Title: Managing Director

Trademark Security Agreement (EFT Source, Inc.)

**TRADEMARK**  
**REEL: 005358 FRAME: 0578**

Schedule A  
to Trademark Security Agreement

<b>Grantor</b>	<b>Trademark</b>	<b>Country</b>	<b>Registration No. / Application No.</b>	<b>Registration Date / Application Date</b>
EFT Source, Inc.	EASYTOUCH	United States	4,376,646	
EFT Source, Inc.	TELEPIN-AT-HOME	United States	1,881,585	
EFT Source, Inc.	EFTSOURCE WE'RE SERIOUS ABOUT SERVICE	United States	3,352,865	
EFT Source, Inc.	MY COMMUNITY CARD	United States	3,477,116	
EFT Source, Inc.	TELEPIN	United States	1,644,823	
EFT Source, Inc.	CARD@ONCE	United States	3,963,560	
EFT Source, Inc.	CARD@ONCE	United States	85/064,273	