

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Agreement in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of Nova Scotia as collateral agent		08/17/2015	National Bank: CANADA
RECEIVING PARTY DATA			
Name:	CPI CARD GROUP INC. (f/k/a CPI HOLDINGS I, INC, successor in interest to CPI HOLDING CO.)		
Street Address:	10368 WEST CENTENNIAL ROAD		
City:	LITTLETON		
State/Country:	COLORADO		
Postal Code:	80127		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2458194	CPI CARD GROUP	
Registration Number:	2860296	CPI CARD GROUP	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Tara Burns		
Address Line 1:	35 W. Wacker Drive		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	10859.19		
NAME OF SUBMITTER:	Tara Burns		
SIGNATURE:	/Tara Burns by trademarkny/		
DATE SIGNED:	08/17/2015		
Total Attachments: 4			
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**RELEASE OF SECURITY AGREEMENT IN
TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Release”), is granted and conveyed as of this 17th day of August, 2015, by THE BANK OF NOVA SCOTIA, as collateral agent (the “Agent”), in favor of CPI CARD GROUP INC., (formerly known as CPI HOLDINGS I, INC., successor in interest to CPI HOLDING CO.), a Delaware corporation (the “Obligor”).

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement, dated as of September 30, 2011, by and between the parties, among others (the “Security Agreement”), the Obligor granted to the Agent a security interest in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, in connection with the Security Agreement, the Obligor executed that certain Trademark Security Agreement, dated as of September 30, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreements”), under which the Obligor mortgaged, pledged and granted to the Agent a lien on, and security interest in and to, all of the Obligor’s right, title and interest in, to and under the Trademark Collateral (together with the security interests granted pursuant to the Security Agreement, the “Security Interests”), for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on October 3, 2011 at Reel 4634/Frame 0725;

WHEREAS, the Obligor has requested that the Agent: (a) terminate and release all liens and interests of the Agent in the Trademark Collateral and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office; and

WHEREAS, the Obligor has satisfied and fulfilled all of its obligations to release the Agent’s Security Interests in the Trademark Collateral, and the parties seek to make record of the Agent’s release to the Obligor of any and all of its Security Interests in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement. The term “Trademark Collateral,” as used herein, shall mean (a) all of the Obligor’s right, title and interest in and to the trademarks, trademark registrations, and trademark applications listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and (b) all proceeds of the foregoing, including without limitation any claim against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with

any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages.

2. Release of Security Interests. The Agent hereby terminates, discharges and releases to the Obligor the Security Interests in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

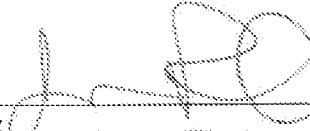
3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver, at the sole expense of the Obligor or its successors and assigns, any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, discharge or reassignment to the Obligor of the Security Interests contemplated hereby.

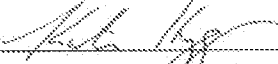
4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

THE BANK OF NOVA SCOTIA, as Agent

By: 
Name: _____
Title: James Rhee
Managing Director

By: 
Name: _____
Title: Katherine Hogg
Associate Director

[Signature Page to Release of Security Interest in Trademarks]

SCHEDULE A**TRADEMARKS**

Jurisdiction	Registration Number	Mark	Owner
U.S.	2,860,296	CPI CARD GROUP and Design	CPI CARD GROUP INC.
U.S.	2,458,194	CPI CARD GROUP	CPI CARD GROUP INC.