

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352068

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EFT Source, Inc.		08/17/2015	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia		
Street Address:	720 King Street West, 2nd Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5V 2T3		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3963560	CARD@ONCE	
Registration Number:	4376646	EASYTOUCH	
Registration Number:	3352865	EFTSOURCE WE'RE SERIOUS ABOUT SERVICE	
Registration Number:	3477116	MY COMMUNITY CARD	
Registration Number:	1881585	TELEPIN-AT-HOME	
Registration Number:	1644823	TELEPIN	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	049646-0296		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		

OP \$165.00 3963560

DATE SIGNED:	08/20/2015
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of August 17, 2015 (this “Agreement”), among the entities listed on the signature pages hereof (each a “Grantor”, and collectively, the “Grantors”) and The Bank of Nova Scotia, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among CPI Card Group Inc., a Delaware corporation (“Holdings”), CPI Acquisition, Inc., a Delaware corporation (the “Borrower”), the Lenders party thereto and The Bank of Nova Scotia, as Administrative Agent and Collateral Agent and (b) the First Lien Collateral Agreement dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Bank have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States trademarks and trademark applications listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon Payment in Full, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

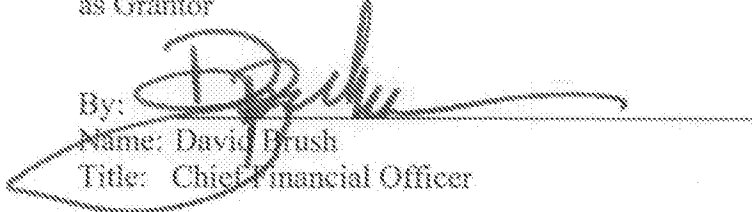
CPI CARD GROUP INC.,
as Grantor

By: 
Name: David Brush
Title: Chief Financial Officer

CPI CARD GROUP - MINNESOTA, INC.,
as Grantor

By: 
Name: David Brush
Title: Chief Financial Officer

EFT SOURCE, INC.,
as Grantor

By: 
Name: David Brush
Title: Chief Financial Officer

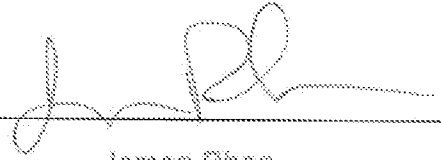
[Signature Page to Trademark Security Agreement]

THE BANK OF NOVA SCOTIA, as Collateral
Agent

By: _____

Name:

Title:

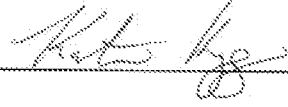


James Rhee
Managing Director

By: _____

Name:



Title:



Katherine Hogg
Associate Director

{Signature Page to Trademark Security Agreement}

TRADEMARK COLLATERAL

Trademark	App. No. App. Date	Reg. No. Reg. Date	Owner
PREMIER CARD SOLUTIONS	85-327842 5/23/2011	4247594 11/20/2012	CPI Card Group - Minnesota, Inc.
CPI CARD GROUP	75-698630 5/6/1999	2458194 6/5/2001	CPI Card Group Inc.
	78-273746 7/14/2003	2860296 7/6/2004	CPI Card Group Inc.
Card@Once	85-064263 6/16/2010	3963560 5/17/2011	EFT Source, Inc.
EASYTOUCH	76-709873 12/1/2011	4376646 7/30/2013	EFT Source, Inc.
	76-632897 3/8/2005	3352865 12/11/2007	EFT Source, Inc.
MY COMMUNITY CARD	76-664014 8/2/2006	3477116 7/29/2008	EFT Source, Inc.
TELEPIN-AT-HOME	74-404636 6/18/1993	1881585 2/28/1995	EFT Source, Inc.
TELEPIN	74-030742 2/20/1990	1644823 5/14/1991	EFT Source, Inc.