

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM565808

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CPI Card Group - Tennessee, Inc.		03/06/2020	Corporation: TENNESSEE
CPI Card Group Inc.		03/06/2020	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Guggenheim Credit Services, LLC, as Collateral Agent
<b>Street Address:</b>	330 Madison Avenue, 11th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	5036794	ADARA
Registration Number:	5171729	CARD@ONCE
Registration Number:	3963560	CARD@ONCE
Registration Number:	5037233	CHIP COMPLETE
Registration Number:	4832424	CPI
Registration Number:	2458194	CPI CARD GROUP
Registration Number:	2860296	CPI CARD GROUP
Registration Number:	5041802	CPI MOBILE
Serial Number:	88504248	DIRECTCARD
Registration Number:	5262618	PRECISION BY CARD@ONCE
Registration Number:	4841881	TEACH ME
Registration Number:	1644823	TELEPIN
Registration Number:	1881585	TELEPIN-AT-HOME

## CORRESPONDENCE DATA

Fax Number:

*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.*

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**Phone:** 2123186532  
**Email:** alanagramer@paulhastings.com  
**Correspondent Name:** Alana Gramer  
**Address Line 1:** 200 PARK AVENUE  
**Address Line 2:** c/o Paul Hastings LLP  
**Address Line 4:** NEW YORK, NEW YORK 10166

**NAME OF SUBMITTER:** Alana Gramer

**SIGNATURE:** /s/ AG

**DATE SIGNED:** 03/06/2020

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT dated as of March 6, 2020 (this “Agreement”), among the entities listed on the signature pages hereof (each a “Grantor”, and collectively, the “Grantors”) and Guggenheim Credit Services, LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Super Senior 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 Guggenheim Credit Services, LLC, as Administrative Agent and Collateral Agent and (b) the Super Senior 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 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 as consideration for Loans previously made. 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.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***

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: John Lowe

Title: Chief Financial Officer

CPI CARD GROUP - TENNESSEE, INC, as Grantor

By

  
Name: John Lowe

Title: Vice President

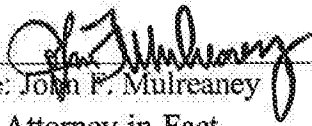
[Signature Page to Super Senior Trademark Security Agreement]

TRADEMARK

REEL: 006884 FRAME: 0971

GUGGENHEIM CREDIT SERVICES, LLC, as  
Collateral Agent

By

  
Name: John F. Mulreaney  
Title: Attorney-in-Fact


*[Signature Page to Super Senior Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 006884 FRAME: 0972**

Schedule I to the  
Trademark Security Agreement

**TRADEMARK COLLATERAL**

COUNTRY	TRADEMARK	APP NO	APP DATE	REG NO	REG DATE	STATUS	OWNER
United States	ADARA	85831693	Jan 24, 2013	5036794	Sep 6, 2016	Registered	CPI Card Group Inc.
United States	CARD@ONCE	85064273	Jun 16, 2010	5171729	Mar 28, 2017	Registered	CPI Card Group Inc.
United States	CARD@ONCE	85064263	Jun 16, 2010	3963560	May 17, 2011	Registered	CPI Card Group Inc.
United States	CHIP COMPLETE	86505568	Jan 16, 2015	5037233	Sep 6, 2016	Registered	CPI Card Group Inc.
United States	CPI	86060336	Sep 10, 2013	4832424	Oct 13, 2015	Registered	CPI Card Group Inc.
United States	CPI CARD GROUP	75698630	May 6, 1999	2458194	Jun 5, 2001	Registered	CPI Card Group Inc.
United States	CPI CARD GROUP & Design 	78273746	Jul 14, 2003	2860296	Jul 6, 2004	Registered	CPI Card Group Inc.
United States	CPI MOBILE (Stylized) 	86447342	Nov 6, 2014	5041802	Sep 13, 2016	Registered	CPI Card Group Inc.
United States	DIRECTCARD	88504248	Jul 8, 2019			Published	CPI Card Group Inc.
United States	PRECISION BY CARD@ONCE	87197823	Oct 10, 2016	5262618	Aug 8, 2017	Registered	CPI Card Group Inc.
United States	TEACH ME & Design	86092168	Oct 15, 2013	4841881	Oct 27, 2015	Registered	CPI Card Group Inc.

COUNTRY	TRADEMARK	APP NO	APP DATE	REG NO	REG DATE	STATUS	OWNER
							
United States	TELEPIN	74030742	Feb 20, 1990	1644823	May 14, 1991	Registered	CPI Card Group - Tennessee, Inc.
United States	TELEPIN-AT-HOME	74404636	Jun 18, 1993	1881585	Feb 28, 1995	Registered	CPI Card Group - Tennessee, Inc.