

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625551

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CPI CG INC.		02/05/2021	Corporation: DELAWARE
CPI CARD GROUP INC.		02/05/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GLAS Americas LLC, as collateral agent		
Street Address:	3 SECOND STREET, SUITE 206		
City:	JERSEY CITY		
State/Country:	NEW JERSEY		
Postal Code:	07311		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	6130681	SPECTRUM BY CARD@ONCE	
Registration Number:	6142266	CPI ELEMENTS	
Registration Number:	6142265	CPI METALS	
Registration Number:	6149193	BECOME A PART OF THE MOVEMENT TO PROTECT	
Registration Number:	6149194		
Registration Number:	6149195		
Registration Number:	6154002	ADAPTIVES	
Registration Number:	6154073	SECOND WAVE	
Registration Number:	6154074	SECOND WAVE	
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:	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		

CH \$240.00 6130681

NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/s/ Alana Gramer
DATE SIGNED:	02/09/2021
Total Attachments: 5 source=GLAS_CPI - First Lien Trademark Security Agreement (Feb 2021) [Executed](153868750_1)#page1.tif source=GLAS_CPI - First Lien Trademark Security Agreement (Feb 2021) [Executed](153868750_1)#page2.tif source=GLAS_CPI - First Lien Trademark Security Agreement (Feb 2021) [Executed](153868750_1)#page3.tif source=GLAS_CPI - First Lien Trademark Security Agreement (Feb 2021) [Executed](153868750_1)#page4.tif source=GLAS_CPI - First Lien Trademark Security Agreement (Feb 2021) [Executed](153868750_1)#page5.tif	

TRADEMARK SECURITY AGREEMENT dated as of February 5, 2021 (this “Agreement”), among the entities listed on the signature pages hereof (each a “Grantor”, and collectively, the “Grantors”) and GLAS Americas LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of August 17, 2015 (as amended by the First Amendment and the First Lien Amending Agreement and as further 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 GLAS USA LLC, as successor Administrative Agent, successor to The Bank of Nova Scotia (“Scotiabank”), and the Collateral Agent as successor collateral agent to Scotiabank and (b) the First Lien Collateral Agreement dated as of August 17, 2015 (as amended by the First Lien Amending Agreement and as further 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 as successor collateral agent to Scotiabank. 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. Intercreditor Agreement. Notwithstanding any other provision herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement related thereto and this Agreement, the terms of the Intercreditor Agreement shall govern.

SECTION 6. 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 CG INC.,
as Grantor

By: Kevin O'Brien
Name: Kevin O'Brien
Title: Treasurer

CPI CARD GROUP INC.,
as Grantor

By: Kevin O'Brien
Name: Kevin O'Brien
Title: Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007188 FRAME: 0151

GLAS AMERICAS LLC, as Collateral Agent



DIANA BUCYARU

TRADEMARK COLLATERAL

COUNTRY	TRADEMARK	APP NO.	APP DATE	REG NO.	REG DATE	STATUS	OWNER
United States of America	SPECTRUM BY CARD@ONCE	87528986	Jul 14, 2017	6130681	Aug 18, 2020	Registered	CPI CG Inc.
United States of America	CPI ELEMENTS	87751136	Jan 11, 2018	6142266	Sep 1, 2020	Registered	CPI CG Inc.
United States of America	CPI METALS	87751133	Jan 11, 2018	6142265	Sep 1, 2020	Registered	CPI CG Inc.
United States of America	BECOME A PART OF THE MOVEMENT TO PROTECT THE PLANET	88598417	Aug 29, 2019	6149193	Sep 8, 2020	Registered	CPI CG Inc.
United States of America	Miscellaneous Design (Turtle Wave Logo)	88598429	Aug 29, 2019	6149194	Sep 8, 2020	Registered	CPI CG Inc.
United States of America	Miscellaneous Design (Turtle Wave Logo)	88598442	Aug 29, 2019	6149195	Sep 8, 2020	Registered	CPI CG Inc.
United States of America	ADAPTIVES	88212535	Nov 30, 2018	6154002	Sep 15, 2020	Registered	CPI CG Inc.
United States of America	SECOND WAVE	88252509	Jan 7, 2019	6154073	Sep 15, 2020	Registered	CPI CG Inc.
United States of America	SECOND WAVE	88252517	Jan 7, 2019	6154074	Sep 15, 2020	Registered	CPI CG Inc.