

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM631969

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CPI Card Group Inc.		03/15/2021	Corporation: DELAWARE
CPI CG Inc.		03/15/2021	Corporation: DELAWARE
CPI Card Group - Tennessee, Inc.		03/15/2021	Corporation: TENNESSEE

## RECEIVING PARTY DATA

<b>Name:</b>	Wells Fargo Bank, National Association
<b>Street Address:</b>	1800 Century Park E
<b>Internal Address:</b>	Floor 11
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90067
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	1644823	TELEPIN
Registration Number:	6154002	ADAPTIVES
Registration Number:	5036794	ADARA
Registration Number:	6149193	BECOME A PART OF THE MOVEMENT TO PROTECT
Registration Number:	3963560	CARD@ONCE
Registration Number:	5171729	CARD@ONCE
Registration Number:	5037233	CHIP COMPLETE
Registration Number:	4832424	CPI
Registration Number:	2860296	CPI CARD GROUP
Registration Number:	2458194	CPI CARD GROUP
Registration Number:	6185527	CPI DYNAMIC SOLUTIONS
Registration Number:	6142266	CPI ELEMENTS
Registration Number:	6185526	CPI ELEMENTS
Registration Number:	6142265	CPI METALS
Registration Number:	5041802	CPI MOBILE
Registration Number:	6149194	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6149195	
Registration Number:	5262618	PRECISION BY CARD@ONCE
Registration Number:	6154073	SECOND WAVE
Registration Number:	6154074	SECOND WAVE
Registration Number:	6130681	SPECTRUM BY CARD@ONCE
Registration Number:	4841881	TEACH ME
Registration Number:	1881585	TELEPIN-AT-HOME
Registration Number:	6211506	CPI GATEWAY
Registration Number:	6211507	CPI ON-DEMAND

**CORRESPONDENCE DATA**

**Fax Number:** 2158325619

*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.*

**Phone:** 2155695619

**Email:** pecsenye@blankrome.com

**Correspondent Name:** Timothy D. Pecsénye (155656-01028 ND)

**Address Line 1:** One Logan Square

**Address Line 2:** 8th Floor

**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	155656-01028
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	03/15/2021

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15th day of March, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

**WHEREAS**, pursuant to that certain Credit Agreement dated as of March 15, 2021 (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among **CPI CARD GROUP INC.**, a Delaware corporation, as parent ("Parent"), the Subsidiaries of Parent identified as Borrowers in the Credit Agreement, and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a "Borrower" and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of March 15, 2021 (including all annexes, exhibits or schedules thereto, as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the "Guaranty and Security Agreement"); and

**WHEREAS**, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (hereinafter referred to as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising, in each case, to the extent included in the Collateral (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

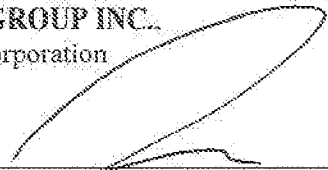
6. CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

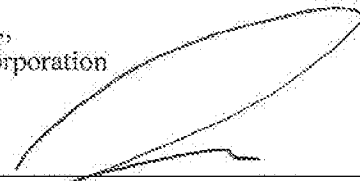
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

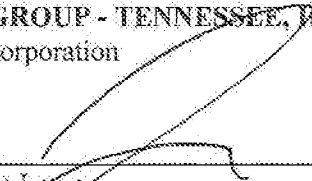
**CPI CARD GROUP INC.**  
a Delaware corporation

By:   
Name: John Lowe  
Chief Financial Officer and Vice  
Title: President

**CPI CG INC.,**  
a Delaware corporation

By:   
Name: John Lowe  
Title: Vice President

**CPI CARD GROUP - TENNESSEE, INC.,**  
a Tennessee corporation

By:   
Name: John Lowe  
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking association



By: Chris Heckman  
Name: Chris Heckman  
Title: Authorized Signatory

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
TELEPIN	74030742 20-FEB-1990	1644823 14-MAY-1991	CPI CARD GROUP - TENNESSEE, INC.	Registered
ADAPTIVES	88212535 30-NOV- 2018	6154002 15-SEP-2020	CPI CG INC.	Registered
ADARA	85831693 24-JAN-2013	5036794 06-SEP-2016	CPI CG INC.	Registered
BECOME A PART OF THE MOVEMENT TO PROTECT THE PLANET	88598417 29-AUG- 2019	6149193 08-SEP-2020	CPI CG INC.	Registered
CARD@ONCE	85064263 16-JUN-2010	3963560 17-MAY-2011	CPI CG INC.	Registered
CARD@ONCE	85064273 16-JUN-2010	5171729 28-MAR-2017	CPI CG INC.	Registered
CHIP COMPLETE	86505568 16-JAN-2015	5037233 06-SEP-2016	CPI CG INC.	Registered
CPI	86060336 10-SEP-2013	4832424 13-OCT-2015	CPI CG INC.	Registered
CPI CARD GROUP & DESIGN 	78273746 14-JUL-2003	2860296 06-JUL-2004	CPI CG INC.	Registered
CPI CARD GROUP	75698630 06-MAY- 1999	2458194 05-JUN-2001	CPI CG INC.	Registered
CPI DYNAMIC SOLUTIONS	87753974 12-JAN-2018	6185527 27-OCT-2020	CPI CG INC.	Registered



Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
CPI ELEMENTS	87751136 11-JAN-2018	6142266 01-SEP-2020	CPI CG INC.	Registered
CPI ELEMENTS	87751140 11-JAN-2018	6185526 27-OCT-2020	CPI CG INC.	Registered
CPI METALS	87751133 11-JAN-2018	6142265 01-SEP-2020	CPI CG INC.	Registered
CPI MOBILE	86447342 06-NOV- 2014	5041802 13-SEP-2016	CPI CG INC.	Registered
<i>Design Only</i> 	88598429 29-AUG- 2019	6149194 08-SEP-2020	CPI CG INC.	Registered
<i>Design Only</i> 	88598442 29-AUG- 2019	6149195 08-SEP-2020	CPI CG INC.	Registered
PRECISION BY CARD@ONCE	87197823 10-OCT- 2016	5262618 08-AUG-2017	CPI CG INC.	Registered
SECOND WAVE	88252509 07-JAN-2019	6154073 15-SEP-2020	CPI CG INC.	Registered
SECOND WAVE	88252517 07-JAN-2019	6154074 15-SEP-2020	CPI CG INC.	Registered
SPECTRUM BY CARD@ONCE	87528986 14-JUL-2017	6130681 18-AUG-2020	CPI CG INC.	Registered
TEACH ME	86092168 15-OCT- 2013	4841881 27-OCT-2015	CPI CG INC.	Registered
TELEPIN-AT-HOME	74404636 18-JUN-1993	1881585 28-FEB-1995	CPI CG INC.	Registered
CPI GATEWAY	87753976	6211506	CPI CARD GROUP	Registered

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
	12-JAN-2018	1-DEC-2020	INC.	
CPI ON-DEMAND	87753982 12-JAN-2018	6211507 1-DEC-2020	CPI CARD GROUP INC.	Registered