

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633446

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	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

Name:	U.S. BANK NATIONAL ASSOCIATION
Street Address:	8 Greenway Plaza, Suite 1100
City:	Houston
State/Country:	TEXAS
Postal Code:	77046
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Serial Number:	74030742	TELEPIN
Serial Number:	88212535	ADAPTIVES
Serial Number:	85831693	ADARA
Serial Number:	88598417	BECOME A PART OF THE MOVEMENT TO PROTECT
Serial Number:	85064263	CARD@ONCE
Serial Number:	85064273	CARD@ONCE
Serial Number:	86505568	CHIP COMPLETE
Serial Number:	86060336	CPI
Serial Number:	78273746	CPI CARD GROUP
Serial Number:	75698630	CPI CARD GROUP
Serial Number:	87753974	CPI DYNAMIC SOLUTIONS
Serial Number:	87751136	CPI ELEMENTS
Serial Number:	87751140	CPI ELEMENTS
Serial Number:	87751133	CPI METALS
Serial Number:	86447342	CPI MOBILE
Serial Number:	88598429	
Serial Number:	88598442	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87197823	PRECISION BY CARD@ONCE
Serial Number:	88252509	SECOND WAVE
Serial Number:	88252517	SECOND WAVE
Serial Number:	87528986	SPECTRUM BY CARD@ONCE
Serial Number:	86092168	TEACH ME
Serial Number:	74404636	TELEPIN-AT-HOME
Serial Number:	87753976	CPI GATEWAY
Serial Number:	87753982	CPI ON-DEMAND

CORRESPONDENCE DATA

Fax Number: 212.446.49
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: 212.446.4727
Email: hayley.smith@kirkland.com
Correspondent Name: Hayley Smith
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	43959-13
NAME OF SUBMITTER:	Hayley Smith
SIGNATURE:	/Hayley Smith/
DATE SIGNED:	03/21/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of March 15, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and U.S. BANK NATIONAL ASSOCIATION, in its capacity as notes collateral agent for the Notes Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Notes Collateral Agent”).

W I T N E S S E T H:

WHEREAS, reference is made to that certain (a) Indenture, dated as of March 15, 2021 (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Indenture”), by and among **CPI CARD GROUP INC.**, a Delaware corporation, as parent (“Parent”), **CPI CG INC.**, a Delaware corporation (“Issuer”), the other Guarantors party thereto, USB, as trustee (in such capacity, “Trustee”) and as agent on behalf of the Notes Secured Parties and (b) the 8.625% senior secured notes due 2026 (the “Notes”) issued pursuant to the Indenture;

WHEREAS, in order to induce the Holders to purchase the Notes, Grantors have executed and delivered to Notes Collateral Agent, for the benefit of the Notes Secured Parties, that certain Collateral Agreement, dated as of March 15, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Collateral Agreement”); and

WHEREAS, pursuant to the Collateral Agreement, Grantors are required to execute and deliver to Notes Collateral Agent, for the benefit of the Notes Secured Parties, 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 Collateral Agreement or, if not defined therein, in the Indenture, and this Trademark Security Agreement shall be subject to the rules of construction set forth in **Section 1(b)** of the Collateral 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 Notes Collateral Agent, for the benefit of the Notes Secured Parties, 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 Notes Collateral Agent, the other members of the Notes Secured Parties, 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 Notes Collateral Agent, for the benefit of the Notes Secured Parties, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Notes Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral 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 Collateral Agreement, the Collateral Agreement shall control.

5. COUNTERPARTS. This Trademark Security Agreement is a Notes 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 COLLATERAL AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

7. NOTES COLLATERAL AGENT. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges and immunities of the Notes Collateral Agent set forth in the Indenture and the other Notes Documents.

[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

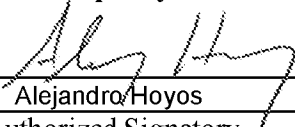
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

NOTES COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**U.S. BANK NATIONAL ASSOCIATION,
solely in its capacity as Notes Collateral Agent**

By: 
Name: Alejandro Hoyos
Title: Authorized Signatory



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 007228 FRAME: 0347**

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