

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM697288

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CPI CARD GROUP INC.		10/31/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CPI CG INC.		
<b>Street Address:</b>	10368 W. Centennial Road		
<b>City:</b>	Littleton		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80127		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6211506	CPI GATEWAY	
<b>Registration Number:</b>	6211507	CPI ON-DEMAND	
<b>Registration Number:</b>	6502863	DIRECTCARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3036293450		
<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>			
<b>Phone:</b>	303-629-3400		
<b>Email:</b>	docketing-dv@dorsey.com		
<b>Correspondent Name:</b>	Julia B. Lisi		
<b>Address Line 1:</b>	1400 Wewatta Street, Suite 400		
<b>Address Line 2:</b>	IP Department		
<b>Address Line 4:</b>	Denver, COLORADO 80202-5549		
<b>NAME OF SUBMITTER:</b>	Julia B. Lisi		
<b>SIGNATURE:</b>	/julia b. lisi/		
<b>DATE SIGNED:</b>	12/23/2021		
<b>Total Attachments: 3</b>			
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OP \$90.00 6211506

## TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (the "Agreement") is between **CPI CARD GROUP INC.** ("Assignor"), a Delaware corporation having a business address of 10368 W. Centennial Road, Littleton, CO 80127, and **CPI CG INC.** ("Assignee"), a Delaware corporation having a business address of 10368 W. Centennial Road, Littleton, CO 80127, effective October 31, 2021 ("Effective Date").

WHEREAS, Assignor is the owner of certain trademarks used by Assignor in the conduct of its business, including the trademark applications and registrations identified in Schedule A, and all common law rights associated with such trademarks (collectively, hereinafter, "the Marks").

WHEREAS, Assignor wants to assign, and Assignee wants to receive, all of Assignor's right, title and interest in and to the Marks, together with all goodwill of the business symbolized by or associated with the Marks and all claims arising out of or relating to the use or ownership of the Marks.

WHEREAS, Assignor is making this assignment as an additional capital contribution to Assignee without the issuance of new stock certificates and on arm's-length or more favorable terms to Assignee, and Assignor has determined that this assignment will not have any material adverse effect and is desirable in the conduct of Assignor's business.

NOW, THEREFORE, the parties agree as follows:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns to Assignee, its successors, legal representatives, and assigns, all of Assignor's right, title and interest in and to the Marks as they exist anywhere in the world and as may be created or acquired at any date in the future, along with all goodwill of the business symbolized by or associated with the Marks, and with all claims arising out of or relating to the use or ownership of the Marks. This assignment includes without limitation all applications and registrations for the Marks, all priority rights or claims based on international conventions, all rights to proceeds of the Marks, including income, royalties, damages, profits, and payments now or hereafter payable, all rights of action of Assignor, and the right to take proceedings and to seek damages and all other available remedies, against third parties for past, present, or future infringement of the Marks.

Assignor shall execute and deliver any other documents and perform any other reasonable acts Assignee may request, that may be necessary and appropriate to effectuate the provisions of this agreement and establish Assignee's rights in the Marks.

At the request and expense of Assignee, Assignor shall provide all reasonable assistance which Assignee considers necessary in connection with bringing or defending any proceedings in relation to the Marks.

*[Signature page follows]*



## Schedule A

COUNTRY	TRADEMARK	APP NO	APP DATE	REG NO	REG DATE	OWNER
United States of America	CPI GATEWAY	87753976	Jan 12, 2018	6211506	Dec 1, 2020	CPI Card Group Inc.
United States of America	CPI ON-DEMAND	87753982	Jan 12, 2018	6211507	Dec 1, 2020	CPI Card Group Inc.
Australia	EARTHWISE	2133349	Nov 4, 2020	2133349	Feb 10, 2021	CPI Card Group Inc.
Canada	EARTHWISE	2061725	Nov 4, 2020			CPI Card Group Inc.
European Union	EARTHWISE	018332121	Nov 4, 2020	018332121	Mar 16, 2021	CPI Card Group Inc.
United Kingdom	EARTHWISE	3551883	Nov 4, 2020	UK00003551883	Mar 19, 2021	CPI Card Group Inc.
Australia	Miscellaneous Design (Illustrated Leaf Logo)	2149669	Jan 18, 2021	2149669	Apr 19, 2021	CPI Card Group Inc.
Canada	Miscellaneous Design (Illustrated Leaf Logo)	2078238	Jan 18, 2021			CPI Card Group Inc.
European Union	Miscellaneous Design (Illustrated Leaf Logo)	018376969	Jan 18, 2021	018376969	May 14, 2021	CPI Card Group Inc.
United Kingdom	Miscellaneous Design (Illustrated Leaf Logo)	UK00003580675	Jan 18, 2021	UK00003580675	May 21, 2021	CPI Card Group Inc.
United States	DIRECTCARD	88504248	Jul 8, 2019			CPI Card Group Inc.