

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769755

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CPI CARD GROUP INC.		11/09/2022	Corporation: DELAWARE
CPI CG INC.		11/09/2022	Corporation: DELAWARE
CPI CARD GROUP - TENNESSEE, INC.		11/09/2022	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		
Street Address:	1800 CENTURY PARK E		
Internal Address:	FLOOR 11, 1100		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90067-2113		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6502863	DIRECTCARD	
Registration Number:	6860018	EARTHWISE	
Registration Number:	6853070		
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	099292-30040		
NAME OF SUBMITTER:	Dusan Clark		

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SIGNATURE:	/Dusan Clark/
DATE SIGNED:	11/23/2022
Total Attachments: 6 source=CPI_Trademark SA_11.19.2022 - signed#page1.tif source=CPI_Trademark SA_11.19.2022 - signed#page2.tif source=CPI_Trademark SA_11.19.2022 - signed#page3.tif source=CPI_Trademark SA_11.19.2022 - signed#page4.tif source=CPI_Trademark SA_11.19.2022 - signed#page5.tif source=CPI_Trademark SA_11.19.2022 - signed#page6.tif	

FIRST SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This **FIRST SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT** (this "First Supplemental Trademark Security Agreement") is made this 9th day of November, 2022, 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").

W I T N E S S E T H:

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, a Trademark Security Agreement or, with respect to any Trademark Collateral (as defined below) registered or acquired after the Closing Date, a supplement to an existing Trademark Security Agreement; and

WHEREAS, certain Borrowers previously executed that certain Trademark Security Agreement dated as of March 15, 2021, and the Grantors have acquired Trademark Collateral after the Closing Date and are thus required to deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this First Supplemental 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 First Supplemental 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 First Supplemental 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 First Supplemental 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 First Supplemental 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 First Supplemental Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **COUNTERPARTS.** This First Supplemental Trademark Security Agreement is a Loan Document. This First Supplemental 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 First Supplemental 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 First Supplemental Trademark Security Agreement. Any party delivering an executed counterpart of this First Supplemental Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this First Supplemental Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this First Supplemental Trademark Security Agreement.

6. CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER. THIS FIRST SUPPLEMENTAL 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 First Supplemental 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: *Amintore Schenkel*
Name: Amintore Schenkel
Title: Chief Financial Officer

CPI CG INC., a Delaware corporation

By: *Amintore Schenkel*
Name: Amintore Schenkel
Title: Vice President

CPI CARD GROUP – TENNESSEE, INC., a Tennessee corporation

By: *Amintore Schenkel*
Name: Amintore Schenkel
Title: Vice President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: Carlos Valles Digitally signed by Carlos Valles
Date: 2022.11.19 16:00:14 -08'00'
Name: Carlos Valles
Title: Authorized Signatory

[Signature Page to First Supplemental Trademark Security Agreement]

SCHEDULE I
to
FIRST SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
DIRECTCARD	88504248 08-JUL-2019	6502863 28-SEP-2021	CPI CG INC.	Registered
EARTHWISE	88900876 05-May-2020	6860018 27-SEPT- 2022	CPI CARD GROUP INC.	Registered
Miscellaneous Design (Illustrated Leaf Logo)	90062796 20-JUL-2020	6853070 20-SEPT- 2022	CPI CARD GROUP INC.	Registered