

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900735885		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CPI Card Group Inc.		11/28/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CPI CG Inc.		
Street Address:	10368 W. Centennial Road		
City:	Littleton		
State/Country:	COLORADO		
Postal Code:	80127		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88900876	EARTHWISE	
Serial Number:	90062796		
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	3036293400		
Email:	reichel.nicole@dorsey.com		
Correspondent Name:	Charlene M. Krogh; Dorsey & Whitney LLP		
Address Line 1:	1400 Wewatta Street, Suite 400		
Address Line 2:	IP Department		
Address Line 4:	Denver, COLORADO 80202-5549		
ATTORNEY DOCKET NUMBER:	T287912.US; T287315.US.01		
NAME OF SUBMITTER:	Charlene M. Krogh		
SIGNATURE:	/CMK2112/		
DATE SIGNED:	02/08/2023		
Total Attachments: 2			
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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 November 1, 2022 ("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.


CPI CARD GROUP INC.

DocuSigned by:
Amintore Schenkel
By: Amintore Schenkel
Name: Amintore Schenkel
Title: Chief Financial Officer
Date: Nov 28, 2022

CPI CG INC.

DocuSigned by:
Amintore Schenkel
By: Amintore Schenkel
Name: Amintore Schenkel
Title: Vice President
Date: Nov 28, 2022

SCHEDULE A

Trademark	Country	Application No.	Registration No.
EARTHWISE	United States of America	88900876	6860018
	United States of America	90062796	6853070