

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566772

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF SUCCESSOR AGENT AND ASSIGNMENT OF SECURITY INTEREST (TRADEMARKS)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE BANK OF NOVA SCOTIA		03/11/2020	Chartered Bank: CANADA

RECEIVING PARTY DATA

Name:	GLAS AMERICAS LLC
Street Address:	3 SECOND STREET, SUITE 206
City:	JERSEY CITY
State/Country:	NEW JERSEY
Postal Code:	07311
Entity Type:	Limited Liability Company: NEW YORK

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	5036794	ADARA
Registration Number:	5171729	CARD@ONCE
Registration Number:	3963560	CARD@ONCE
Registration Number:	5037233	CHIP COMPLETE
Registration Number:	4832424	CPI
Registration Number:	2458194	CPI CARD GROUP
Registration Number:	2860296	CPI CARD GROUP
Registration Number:	5041802	CPI MOBILE
Serial Number:	88504248	DIRECTCARD
Registration Number:	5262618	PRECISION BY CARD@ONCE
Registration Number:	4841881	TEACH ME
Registration Number:	1644823	TELEPIN
Registration Number:	1881585	TELEPIN-AT-HOME

CORRESPONDENCE DATA

Fax Number:

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: 2123186532

TRADEMARK

Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: 200 PARK AVENUE
Address Line 2: c/o Paul Hastings LLP
Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER: Alana Gramer

SIGNATURE: /s/ AG

DATE SIGNED: 03/12/2020

Total Attachments: 7

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**NOTICE OF SUCCESSOR AGENT AND ASSIGNMENT OF SECURITY INTEREST
(TRADEMARKS)**

This NOTICE OF SUCCESSOR AGENT AND ASSIGNMENT OF SECURITY INTEREST (TRADEMARKS), dated as of March 11, 2020 (this “**Notice**”), is entered into among (i) THE BANK OF NOVA SCOTIA, as the resigning Collateral Agent (in such capacity, the “**Resigning Agent**”) under the Credit Agreement (as defined below), (ii) GLAS AMERICAS LLC, the successor Collateral Agent (in such capacity, the “**Successor Agent**”) under the Credit Agreement and pursuant to the Resignation, Appointment and Acceptance Agreement (as defined below) and (iii) CPI Card Group, Inc., CPI Card Group - Minnesota, Inc., and CPI Card Group - Tennessee, Inc., formerly known as EFT Source, Inc. (each a “**Grantor**” and collectively the “**Grantors**”).

WHEREAS, *inter alia*, CPI CARD GROUP INC., a Delaware corporation (“**Holdings**”), CPI Acquisition, Inc., as Borrower and the other parties named therein have entered into that certain First Lien Credit Agreement, dated as of August 17, 2015 (as amended, supplemented or otherwise modified from time to time, including the First Amendment to First Lien Credit Agreement, dated as of December 31, 2016, and the First Lien Amending Agreement, dated as of March 6, 2020, the “**Credit Agreement**”); terms used but not defined herein shall have the meanings ascribed to such terms in the Credit Agreement); and

WHEREAS, pursuant to the Loan Documents, certain Loan Parties granted to the Resigning Agent a security interest in certain collateral;

WHEREAS, the Resigning Agent and Grantors entered into that certain Trademark Security Agreement, dated as of August 17, 2015 (the “**Trademark Security Agreement**”).

WHEREAS, the Trademark Security Agreement was recorded on August 20, 2015 with the United States Patent and Trademark Office at Reel/Frame: 5603/0810;

WHEREAS, pursuant to that certain Resignation, Appointment and Acceptance Agreement, dated as of March 6, 2020, by and among the Resigning Agent, GLAS USA LLC, as successor Administrative Agent, GLAS AMERICAS LLC, as successor Collateral Agent (the “**Successor Agent**”), Borrower, Guarantors, and the Consenting Lenders (the “**Resignation, Appointment and Acceptance Agreement**”), the Resigning Agent resigned as, and Successor Agent was appointed and accepted appointment as the Collateral Agent with all the rights, powers, privileges and duties of the Resigning Agent as Collateral Agent under the applicable Loan Documents, including in and to the Trademark Security Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Defined Terms. Capitalized terms used herein without definition shall have the meanings attributed to such terms in the Resignation, Appointment and Acceptance Agreement, the Trademark Security Agreement, or other Loan Documents, as applicable.

2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the Resignation, Appointment and Acceptance Agreement, the Resigning Agent has ceased to be the Collateral Agent under the Loan Documents and is succeeded to and replaced by the Successor Agent as Collateral Agent under the Loan Documents, and the Resigning Agent transferred, assigned, granted and conveyed unto the Successor Agent, without representation, warranty or recourse, all of its right, title and

interest in and to the Trademark Security Agreement, in its capacity as Collateral Agent, with all attendant liens, rights, title, assignments and interests (including security interests) pertaining to or arising from the Security Documents, including in and to the Trademark Collateral scheduled on the Trademark Security Agreement. Nothing herein shall be deemed to terminate, interrupt, or impair the continuity of the security interest in and to the Trademark Collateral granted to the Resigning Agent under the Loan Documents, including the Trademark Security Agreement, which security interest is now succeeded by and transferred to the Successor Agent.

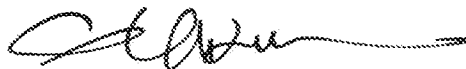
3. First Lien Trademark Security Agreement. Effective immediately following the effectiveness of the transactions contemplated by Section 2 herein, the Grantors and the Successor Agent hereby agree that Schedule 1 to the Trademark Security Agreement is amended and restated in its entirety with Annex A attached hereto.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Notice to be executed and delivered by their respective duly authorized officers as of the date first above written.

RESIGNING AGENT:

THE BANK OF NOVA SCOTIA,
as Resigning Agent



Name:

Title: Authorized Signatory

Clement Yu
Director

SUCCESSOR AGENT:

GLAS AMERICAS LLC, AS SUCCESSOR COLLATERAL
AGENT



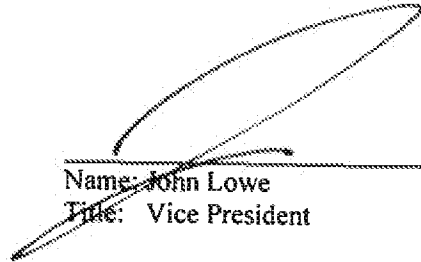
Name: Adam Berman
Title Vice President

[Signature Page to Notice of Successor Agent and Assignment of Security Interest (Trademarks)]

TRADEMARK
REEL: 006890 FRAME: 0120

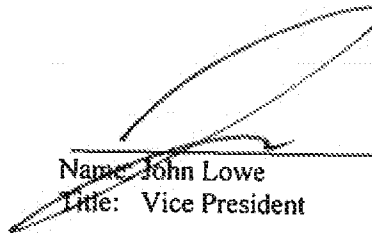
AGREED TO AND ACCEPTED:

CPI CARD GROUP - TENNESSEE, INC.
as Grantor



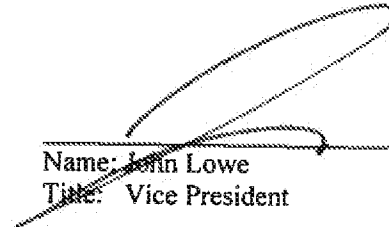
Name: John Lowe
Title: Vice President

CPI CARD GROUP -- MINNESOTA, INC.
as Grantor



Name: John Lowe
Title: Vice President

CPI CARD GROUP INC.
as Grantor



Name: John Lowe
Title: Vice President

[Signature Page to Notice of Successor Agent and Assignment of Security Interest (Trademarks)]

TRADEMARK COLLATERAL

COUNTRY	TRADEMARK	APP NO	APP DATE	REG NO	REG DATE	STATUS	OWNER
United States of America	ADARA	85831693	Jan 24, 2013	5036794	Sep 6, 2016	Registered	CPI Card Group Inc.
United States of America	CARD@ONCE	85064273	Jun 16, 2010	5171729	Mar 28, 2017	Registered	CPI Card Group Inc.
United States of America	CARD@ONCE	85064263	Jun 16, 2010	3963560	May 17, 2011	Registered	CPI Card Group Inc.
United States of America	CHIP COMPLETE	86505568	Jan 16, 2015	5037233	Sep 6, 2016	Registered	CPI Card Group Inc.
United States of America	CPI	86060336	Sep 10, 2013	4832424	Oct 13, 2015	Registered	CPI Card Group Inc.
United States of America	CPI CARD GROUP	75698630	May 6, 1999	2458194	Jun 5, 2001	Registered	CPI Card Group Inc.
United States of America	CPI CARD GROUP & Design 	78273746	Jul 14, 2003	2860296	Jul 6, 2004	Registered	CPI Card Group Inc.
United States of America	CPI MOBILE (Stylized) 	86447342	Nov 6, 2014	5041802	Sep 13, 2016	Registered	CPI Card Group Inc.
United States of America	DIRECTCARD	88504248	Jul 8, 2019			Published	CPI Card Group Inc.
United States of America	PRECISION BY CARD@ONCE	87197823	Oct 10, 2016	5262618	Aug 8, 2017	Registered	CPI Card Group Inc.
United States of America	TEACH ME & Design 	86092168	Oct 15, 2013	4841881	Oct 27, 2015	Registered	CPI Card Group Inc.
United States of America	TELEPIN	74030742	Feb 20, 1990	1644823	May 14, 1991	Registered	CPI Card Group - Tennessee, Inc.
United	TELEPIN-AT-	74404636	Jun 18,	1881585	Feb 28, 1995	Registered	CPI Card

COUNTRY	TRADEMARK	APP NO	APP DATE	REG NO	REG DATE	STATUS	OWNER
States of America	HOME		1993				Group - Tennessee, Inc.