

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2582838

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
BARCLAYS BANK PLC	10/18/2013
RECEIVING PARTY DATA	
Name:	OBERTHUR TECHNOLOGIES OF AMERICA CORP.
Street Address:	4250 PLEASANT VALLEY ROAD
City:	CHANTILLY
State/Country:	VIRGINIA
Postal Code:	20151
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	12714912
Application Number:	61155334
Application Number:	12709568
Application Number:	10154564
CORRESPONDENCE DATA	
Fax Number:	(650)838-5109
Phone:	650-838-3743
Email:	JLIK@SHEARMAN.COM
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	ZHENG BAO
Address Line 1:	3000 EL CAMINO REAL, 6TH FLOOR
Address Line 2:	SHEARMAN & STERLING LLP
Address Line 4:	PALO ALTO, CALIFORNIA 94306
ATTORNEY DOCKET NUMBER:	37775/5
NAME OF SUBMITTER:	ZHENG BAO

CH \$160.00 12714912

Signature:	/ZHENG BAO/
Date:	10/18/2013
Total Attachments: 6 source=0 - Onyx IP Release Agreement#page1.tif source=0 - Onyx IP Release Agreement#page2.tif source=0 - Onyx IP Release Agreement#page3.tif source=0 - Onyx IP Release Agreement#page4.tif source=0 - Onyx IP Release Agreement#page5.tif source=0 - Onyx IP Release Agreement#page6.tif	

EXECUTION VERSION

THIS RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (this "**IP Release Agreement**") is dated 18 October, 2013 by **BARCLAYS BANK PLC** in its capacity as security agent for the Secured Parties (as defined in the "Security Agreement", defined below) (the "**Security Agent**", which expression shall include its successors, assigns and transferees).

Reference is made to:

- (i) the Senior Facilities Agreement dated as of November 17, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Senior Facilities Agreement**") between, among others, Oberthur Technologies of America Corp., a Delaware corporation (the "**Grantor**"), certain lenders and the Security Agent;
- (ii) the Security Agreement dated as of January 24, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") between, among others, the Grantor and the Security Agent, under which the Grantor granted to the Security Trustee a security interest in and mortgage on and pledges and assigns over the properties, assets and rights of the Grantor more fully set out therein;
- (iii) the Intellectual Property Security Agreement dated as of January 24, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") between, among others, the Grantor and the Security Agent; and
- (iv) the Global Release Agreement dated as of the date hereof between the Grantor and the Security Agent providing for the release of all security interests granted pursuant to the Security Agreement and the IP Security Agreement by the Grantor (the "**Release Agreement**").

Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Senior Facilities Agreement or the Security Agreement, as applicable.

WHEREAS

- (A) In connection with the Senior Facilities Agreement and the Security Agreement the Grantor entered into the IP Security Agreement, recorded in the United States Patent and Trademark Office as set forth in Schedule I hereto with respect to United States Patents and Patent Applications.
- (B) Pursuant to the Security Agreement and the IP Security Agreement, the Grantor, in order to secure the Secured Obligations (as defined in the Security Agreement), granted a continuing security interest in favor of the Security Agent (as security agent for the Secured Parties (as defined in the Security Agreement)) in personal property of the Grantor, including all rights, title and interest of the Grantor in, to and under the Intellectual Property Collateral of the Grantor, whether then owned or existing or thereafter acquired or arising:
 - (i) each Patent and Patent Application (as such terms are defined in the Security Agreement) referred to in Schedule II hereto; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future infringement of any Patent or Patent Application identified in Schedule II hereto,

(the "*IP Collateral*").

(C) In connection with the Release Agreement, such Grantor has informed the Security Agent of its desire to obtain the release of all right, title and interest of the Security Agent (acting for itself and on behalf of the other Secured Parties (as defined in the Security Agreement)) in, to and under the IP Collateral granted under the IP Security Agreement.


NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Security Agent does hereby, on and with effect from the date hereof, release, cancel, relinquish and discharge any and all security interests it has against the IP Collateral and reassigns all right, title and interest in and to any and all liens and security interest it may have in the IP Collateral to the Grantor. The Security Agent authorizes the Grantor and its legal representative to file this IP Release Agreement or copies thereof with the United States Patent and Trademark Office and with any other agency or registrar when the Security Agreement or any supplement thereto may have been recorded at the expense of the Grantor. The Security Agent shall take all further actions and provide to the Grantor or other legal representatives all such cooperation and assistance, as reasonably requested by the Grantor, to effectuate the purposes of this IP Release Agreement.

THIS IP RELEASE AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND ANY SUIT FOR THE ENFORCEMENT OF THIS IP RELEASE AGREEMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR ANY FEDERAL COURT SITTING THEREIN. THE SECURITY AGENT CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF SUCH COURT AND TO SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON THE SECURITY AGENT BY MAIL AT THE ADDRESS SPECIFIED IN THE SECURITY AGREEMENT. THE SECURITY AGENT HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT IS BROUGHT IN AN INCONVENIENT COURT. THIS IP RELEASE AGREEMENT SHALL BE BINDING UPON THE SECURITY AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

IN WITNESS WHEREOF, the Security Agent has duly executed this IP Release Agreement as of the date first written above.

THE SECURITY AGENT

BARCLAYS BANK PLC
in its capacity as Security Agent

By: 

Name: Juana Huwaidi

Title: Vice President

Acknowledged:

THE GRANTOR

**OBERTHUR TECHNOLOGIES
OF AMERICA CORP.**
as Grantor

By: _____

Name: _____

Title: _____

[Signature page to IP Release Agreement]

IN WITNESS WHEREOF, the Security Agent has duly executed this IP Release Agreement as of the date first written above.

THE SECURITY AGENT

BARCLAYS BANK PLC
in its capacity as Security Agent.

By: _____

Name: _____

Title: _____

Acknowledged:

THE GRANTOR

**OBERTHUR TECHNOLOGIES
OF AMERICA CORP.**
as Grantor

By:  _____

Name: Mark's Forenczi

Title: CEO

[Signature page to IP Release Agreement]

SCHEDULE I

Recordation of IP Security Documents - Patents

Agreement	Place Recorded	Date Recorded	Reel/Frame No.
Intellectual Property Security Agreement	Corporation Service Company 1090 Vermont Avenue NW, Suite 430 Washington, DC 20005	01/25/2012	027595/0802

SCHEDULE II
IP COLLATERAL

I. United States Patents

Registered Patents and Design Patents

Grantor	Title	Nature of Interest (e.g., owner, licensee)	Patent No./Application No.	Date Granted	Country of Issue
Oberthur Technologies of America Corp.	Secured Prepaid Packaging with a security feature of a red glassine piece of plastic covering the card activation aperture in the packaging.	Owner	12/714,912	01/03/2010	U.S.

Patent and Design Patent Applications

Title	Date Filed	Application No.
Pending: Secured Prepaid Card Packaging with a hidden direct activation feature (tear strip).	22/02/2009	61/155,334
Pending: Methods and Apparatus for Prepaid Card Packaging and Activation.	22/02/2010	12/709,568
Pending: Method for making tamper evident prepaid card carrier.	24/02/2010	10154564
Pending: Method for making tamper evident prepaid card carrier.	03/03/2010	10155365.9