

| |
|--------------------------------------|
| PATENT ASSIGNMENT COVER SHEET |
|--------------------------------------|

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2828451

| | |
|-----------------------------------|--------------------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| EWI HOLDINGS, INC. | 03/28/2014 |
| RECEIVING PARTY DATA | |
| Name: | WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT |
| Street Address: | 201 SOUTH COLLEGE STREET |
| Internal Address: | 8TH FLOOR |
| City: | CHARLOTTE |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28288-0680 |
| PROPERTY NUMBERS Total: 18 | |
| Property Type | Number |
| Patent Number: | 8160217 |
| Patent Number: | 7522716 |
| Patent Number: | 8472594 |
| Patent Number: | 6526130 |
| Patent Number: | 7676030 |
| Patent Number: | 7131578 |
| Patent Number: | 7909242 |
| Patent Number: | 8479980 |
| Patent Number: | 7613284 |
| Patent Number: | 7280644 |
| Patent Number: | 7477731 |
| Application Number: | 14065189 |
| Application Number: | 14106494 |
| Application Number: | 10821815 |
| Application Number: | 12711211 |
| Application Number: | 12786403 |
| Application Number: | 12538083 |
| Application Number: | 13619176 |
| CORRESPONDENCE DATA | |
| PATENT | |

Fax Number: (312)558-5700

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312 558-6352

Email: lkonrath@winston.com

Correspondent Name: LAURA KONRATH

Address Line 1: 35 W WACKER DRIVE

Address Line 2: WINSTON & STRAWN LLP, SUITE 4200

Address Line 4: CHICAGO, ILLINOIS 60601

| | |
|--------------------------------|------------|
| ATTORNEY DOCKET NUMBER: | 250056-160 |
|--------------------------------|------------|

| | |
|---------------------------|---------------|
| NAME OF SUBMITTER: | LAURA KONRATH |
|---------------------------|---------------|

| | |
|-------------------|-----------------|
| SIGNATURE: | /Laura Konrath/ |
|-------------------|-----------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 04/24/2014 |
|---------------------|------------|

Total Attachments: 10

source=PatSecAgreement (EWI)2#page1.tif

source=PatSecAgreement (EWI)2#page2.tif

source=PatSecAgreement (EWI)2#page3.tif

source=PatSecAgreement (EWI)2#page4.tif

source=PatSecAgreement (EWI)2#page5.tif

source=PatSecAgreement (EWI)2#page6.tif

source=PatSecAgreement (EWI)2#page7.tif

source=PatSecAgreement (EWI)2#page8.tif

source=PatSecAgreement (EWI)2#page9.tif

source=PatSecAgreement (EWI)2#page10.tif

PATENT SECURITY AGREEMENT

Patent Security Agreement (this "Agreement") dated as of March 28, 2014 by and between EWI Holdings, Inc., a Delaware corporation (the "Grantor"), having its chief executive office at 6220 Stoneridge Mall Road, Pleasanton, CA 94588 and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, 8th Floor, Charlotte, North Carolina 28288-0680, for the ratable benefit of the Secured Parties.

This Agreement is executed pursuant to the terms of (a) the Credit Agreement dated as of March 28, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Blackhawk Network Holdings, Inc., a Delaware corporation, as the Borrower, the Lenders who are or may become party thereto and the Administrative Agent and (b) the Collateral Agreement dated as of March 28, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") executed by the Credit Parties in favor of the Administrative Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Collateral Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) all of its Patents and all Patent Licenses (other than Excluded IP Licenses) and all Licensee Proceeds under any Patent Licenses, including, without limitation, those referred to on Schedule A hereto;
- (ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- (iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

Termination. At such time as all of the Secured Obligations have been paid and satisfied in full in cash and the Commitments terminated, the Collateral shall be released from this Patent Security Interest Agreement and any Liens related hereto. At the request and sole expense of any

Grantor following any such termination, the Administrative Agent shall execute and deliver to such Grantor such documents (in form and substance reasonably satisfactory to the Administrative Agent) as such Grantor may reasonably request to evidence such termination.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

EWI HOLDINGS, INC., as Grantor

By: [Signature]
Name: Jerry M. Ulrich
Title: Treasurer

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day and stated that (s)he is _____ of EWI Holdings, Inc. and acknowledged, on behalf of _____ the due execution of the foregoing instrument.

Witness my hand and official seal, this _____ day of _____, 2014.

Notary Public

My commission expires:

*See attached
Notary Page*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

On 3/27/14 before me, M. L. Peterson, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jerry N. Ulrich
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~they executed the same in his/~~her~~their authorized capacity(ies), and that by his/~~her~~their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

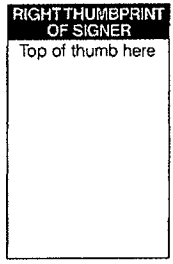
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

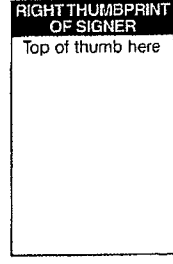
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Brian Buck

Name: Brian Buck
Title: Director

[Patent Security Agreement – EWI Holdings, Inc.]

PATENT
REEL: 032751 FRAME: 0136

Schedule A to Patent Security Agreement

PATENT REGISTRATIONS

1. REGISTERED PATENTS

| Grantor | Patent | Patent No. Application No. Publication No. (if any) | Issue Date | Inventor(s) | Country |
|-------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|------------|----------------------------------------------------|---------------|
| EWI Holdings, Inc. | Systems, Methods & Apparatus for Receipt Printing and Information Display in a Personal ID Number Delivery System | 8,160,217 12/573,810 2010/0146421 | 4/17/2012 | New, Darren | United States |
| EWI Holdings, Inc.. (assignment to be recorded March 28, 2014) | System and Method for Distributing Personal Identification Numbers Over a Computer Network | 7,522,716 10/316,603 2003/0095646 | 4/21/2009 | Paschini, Miles | United States |
| EWI Holdings, Inc. | System and Method for Personal Identification Number Distribution and Delivery | 8,472,594 12/719,741 2010/0254522 | 6/25/2013 | New, Darren; Paschini, Miles; Rose, Marshall | United States |
| EWI Holdings, Inc. | System and Method for Distributing Personal Identification Numbers Over a Computer Network | 6,526,130 09/619,392 | 2/25/2003 | Paschini, Miles | United States |

| Grantor | Patent | Patent No. Application No. Publication No. (if any) | Issue Date | Inventor(s) | Country |
|---------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|------------|----------------------------------------------------|---------------|
| EWI Holdings, Inc. | System and Method for Personal Identification Number Distribution and Delivery | 7,676,030 11/007,663 2005/0123112 | 3/9/2010 | New, Darren; Paschini, Miles; Rose, Marshall | United States |
| EWI Holdings, Inc. | System and Method for Electronic Prepaid Account Replenishment | 7,131,578 10/848,529 | 11/7/2006 | Paschini, Miles; Rose, Marshall | United States |
| EWI Holdings, Inc. (assignment to be recorded on March 28, 2014) | System and Method for Electronic Prepaid Account Replenishment | 7,909,242 11/552,915 2007/0047703 | 3/22/2011 | Paschini, Miles; Rose, Marshall | United States |
| EWI Holdings, Inc. | System and Method for Electronic Prepaid Account Replenishment | 8,479,980 13/040,074 2011/0270693 | 7/9/2013 | Paschini, Miles; Rose, Marshall | United States |
| EWI Holdings, Inc. | System, Methods and Apparatus for Receipt Printing Information Display in a Personal Identification Number Delivery System | 7,613,284 11/939,327 2008/0212752 | 11/3/2009 | New, Darren | United States |

| Grantor | Patent | Patent No. Application No. Publication No. (if any) | Issue Date | Inventor(s) | Country |
|--------------------|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|------------|----------------------------------------------------------------------------------------------------------|---------------|
| EWI Holdings, Inc. | Transaction Processing Platform for Facilitating Electronic Distribution of Plural Prepaid Services | 7,280,644 11/007,662 2006/0120519 | 10/9/2007 | Tamari, Roni Dolev; Herbinaux, Larry; New, Darren; Paschini, Miles; Hazel, Patrick K.; Rose, Marshall | United States |
| EWI Holdings, Inc. | Transaction Processing Platform for Facilitating Electronic Distribution of Plural Prepaid Services | 7,477,731 11/851,337 2008/0165941 | 1/13/2009 | Tamari, Roni Dolev; Herbinaux, Larry; New, Darren; Paschini, Miles; Hazel, Patrick K.; Rose, Marshall | United States |

2. PATENT APPLICATIONS

| Grantor | Pending Application | Application Serial No. Publication No. (if any) | Filing Date | Inventor(s) | Country |
|--------------------|----------------------------------------------------------------------------------|----------------------------------------------------|-------------|----------------------------------------------|---------------|
| EWI Holdings, Inc. | Systems and Methods for Personal Identification Number Distribution and Delivery | 14/065,189 | 10/28/2013 | New, Darren; Paschini, Miles; Rose, Marshall | United States |

| Grantor | Pending Application | Application Serial No. Publication No. (if any) | Filing Date | Inventor(s) | Country |
|--------------------|-----------------------------------------------------------------------------------------------------|-------------------------------------------------|-------------|-------------------------------------------------------------------------------------------------------|---------------|
| EWI Holdings, Inc. | Transaction Processing Platform for Facilitating Electronic Distribution of Plural Prepaid Services | 14/106,494 | 12/13/2013 | Tamari, Roni Dolev; Herbinaux, Larry; New, Darren; Paschini, Miles; Hazel, Patrick K.; Rose, Marshall | United States |
| EWI Holdings, Inc. | System & Method of Distributing Personal ID Numbers Over a Computer Network | 10/821,815 2005/0008132 | 9/4/2004 | Paschini, Miles; Rose, Marshall | United States |
| EWI Holdings, Inc. | System and Method for Distributing Personal Identification Numbers Over a Computer Network | 12/711,211 2010/0299733 | 2/23/2010 | Paschini, Miles; Rose, Marshall | United States |
| EWI Holdings, Inc. | System and Method for Distributing Personal Identification Numbers Over a Computer Network | 12/786,403 2010/0299221 | 5/24/2010 | Paschini, Miles; Rose, Marshall | United States |
| EWI Holdings, Inc. | Transaction Processing Platform for Facilitating Electronic Distribution of Plural Prepaid Services | 12/538,083 2010/0036743 | 8/7/2009 | Tamari, Roni Dolev; Herbinaux, Larry; New, Darren; Paschini, Miles; Hazel, Patrick K.; Rose, Marshall | United States |

| Grantor | Pending Application | Application Serial No. Publication No. (if any) | Filing Date | Inventor(s) | Country |
|--------------------|-----------------------------------------------------------------------------------------------------|-------------------------------------------------|-------------|-------------------------------------------------------------------------------------------------------|---------------|
| EWI Holdings, Inc. | Transaction Processing Platform For Facilitating Electronic Distribution of Plural Prepaid Services | 13/619,176 2013/0036019 | 9/14/2012 | Tamari, Roni Dolev; Herbinaux, Larry; New, Darren; Paschini, Miles; Hazel, Patrick K.; Rose, Marshall | United States |

3. PATENT LICENSES

None.