

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3079762

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GENERAL ASSIGNMENT AND BILL OF SALE - RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CAPITALSOURCE FINANCE LLC	03/09/2010
RECEIVING PARTY DATA	
Name:	UVC INTERNATIONAL LLC
Street Address:	C/O CAPITALSOURCE FINANCE LLC, AS AGENT
Internal Address:	4445 WILLARD AVENUE, 12TH FLOOR
City:	CHEVY CHASE
State/Country:	MARYLAND
Postal Code:	20815
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	4933218
Patent Number:	5223357
Patent Number:	5724891
Patent Number:	5802979
Patent Number:	6619480
Patent Number:	6957737
Patent Number:	7000844
Patent Number:	7267284
CORRESPONDENCE DATA	
Fax Number:	(303)770-0152
<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:	303-770-0051
Email:	PTOMail@mfbllaw.com
Correspondent Name:	MARSH FISCHMANN & BREYFOGLE LLP
Address Line 1:	THOMAS R. MARSH
Address Line 2:	8055 E. TUFTS AVENUE, SUITE 450
Address Line 4:	DENVER, COLORADO 80237
ATTORNEY DOCKET NUMBER:	50474-00077

NAME OF SUBMITTER:	THOMAS R. MARSH
SIGNATURE:	/THOMAS R. MARSH/
DATE SIGNED:	10/24/2014
Total Attachments: 7 source=General Assignment & Bill of Sale#page1.tif source=General Assignment & Bill of Sale#page2.tif source=General Assignment & Bill of Sale#page3.tif source=General Assignment & Bill of Sale#page4.tif source=General Assignment & Bill of Sale#page5.tif source=General Assignment & Bill of Sale#page6.tif source=General Assignment & Bill of Sale#page7.tif	

GENERAL ASSIGNMENT AND BILL OF SALE

CapitalSource Finance LLC, a Delaware limited liability company, as agent ("Agent") under that certain Amended and Restated Credit Agreement dated as of March 23, 2007 (as amended from time to time, the "Credit Agreement"), by and among PCS ULTIMATE HOLDINGS, LLC, a Delaware limited liability company ("Ultimate Holdings"); PREMIER CARD SOLUTIONS, INC., a Delaware corporation f/k/a PREMIER CARD SOLUTIONS, LLC ("Holdings"); A&M WHITAKER ENTERPRISES, INC., an Oklahoma corporation ("A&M"); UV COLOR, INC., a Minnesota corporation ("UV Color"); UVC INTERNATIONAL, LLC, a Minnesota limited liability company ("UVC International"); and, together with Ultimate Holdings, Holdings, A&M and UV Color, the "Borrowers", as borrowers, Agent, and the Lenders party thereto from time to time, acting in its capacity as a secured creditor conducting a private foreclosure sale pursuant to Section 9-610 of the UCC (as defined in the Asset Purchase Agreement referred to below), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, convey, assign, transfer and deliver to CPI Card Group-Minnesota, Inc. ("Buyer"), pursuant to the applicable provisions of the UCC and that certain Asset Purchase Agreement dated as of March 9, 2010, by and between Agent and Buyer (the "Asset Purchase Agreement"), all right, title and interest of the Borrowers in and to all of the "Acquired Assets," as described in Exhibit A hereto, free and clear of all security interests, liens, and encumbrances other than the Continuing Liens. Capitalized terms used but not defined in this General Assignment and Bill of Sale are used herein with the meanings given those terms in the Asset Purchase Agreement

THE SOLE REPRESENTATIONS AND WARRANTIES MADE BY AGENT TO BUYER ARE SET FORTH IN SECTION 6 OF THE ASSET PURCHASE AGREEMENT. EXCEPT AS SET FORTH IN SECTION 6 OF THE ASSET PURCHASE AGREEMENT, THE ACQUIRED ASSETS ARE BEING SOLD TO BUYER HEREUNDER "AS-IS," "WHERE-IS," WITHOUT RECOURSE TO AGENT OR ANY LENDER, AND, EXCEPT AS SET FORTH IN SECTION 6 OF THE ASSET PURCHASE AGREEMENT, NEITHER AGENT, NOR ANY LENDER, NOR ANY OF THEIR RESPECTIVE OFFICERS, AFFILIATES, DIRECTORS, MANAGERS, EMPLOYEES, ATTORNEYS, ADVISORS, AGENTS AND REPRESENTATIVES, HAVE MADE, NOR SHALL THEY BE DEEMED TO HAVE MADE, ANY GUARANTY, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE IN THIS DISPOSITION, OR TO VALUE, CONDITION, DESIGN, MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY OF THE ACQUIRED ASSETS OR AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE AND WHETHER KNOWN OR UNKNOWN, OR AS TO ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE ACQUIRED ASSETS (INCLUDING, WITHOUT LIMITATION, EXCEPT AS SET FORTH IN SECTION 6 OF THE ASSET PURCHASE AGREEMENT, ANY REPRESENTATION OR WARRANTY RELATING TO (I) THE ASSIGNABILITY,

TRANSFERABILITY OR ENFORCEABILITY OF ANY OF THE BORROWERS' RIGHTS UNDER LEASES, LICENSES AND CONTRACTS ENTERED INTO BY A COMPANY AND CONSTITUTING A PART OF THE ACQUIRED ASSETS, (II) THE EXISTENCE ON THE CLOSING DATE (AS DEFINED IN THE ASSET PURCHASE AGREEMENT) OF ANY SPECIFIC ITEMS CONSTITUTING THE ACQUIRED ASSETS OR THE QUANTITY OR QUALITY THEREOF OR (III) THE VALUE OF ANY OF THE ACQUIRED ASSETS), ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND EXTINGUISHED, AND BUYER HEREBY WAIVES ALL WARRANTIES, GUARANTEES, RIGHTS AND REMEDIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY OBLIGATION OR LIABILITY OF AGENT OR ANY LENDER WITH RESPECT TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OF TRADE, ANY IMPLIED WARRANTY OF FITNESS AND, EXCEPT AS SET FORTH IN SECTION 6 OF THE ASSET PURCHASE AGREEMENT, ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF AGENT OR ANY LENDER, AND ANY RISKS WITH RESPECT THERETO ARE HEREBY ASSUMED BY BUYER, PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL BE DEEMED A WAIVER BY BUYER OF INTENTIONAL MISCONDUCT OR FRAUD OF SELLER, ANY LENDER, OR ANY OF HTEIR RESPECTIVE OFFICERS, AFFILIATES, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS OR REPRESENTATIVES.

ALL EXCLUDED ASSETS (AS SUCH TERM IS DEFINED IN THE ASSET PURCHASE AGREEMENT) ARE EXPRESSLY EXCLUDED FROM THE ACQUIRED ASSETS AND THIS GENERAL ASSIGNMENT AND BILL OF SALE.

Agent hereby acknowledges that, upon receipt of the Purchase Price in accordance with the terms of the Asset Purchase Agreement, any and all liens and security interests held by the Agent with respect to the Acquired Assets shall be automatically released, and Agent hereby authorizes Buyer to file, in all applicable jurisdictions, Uniform Commercial Code financing statement amendments amending any Uniform Commercial Code financing statements on file against a Company in favor of Agent and which list any of the Acquired Assets as collateral in order to evidence the release of Agent's security interest in the Acquired Assets, provided Agent has consented (such consent not to be unreasonably withheld) to the form of such Uniform Commercial Code financing statement amendment.

After the Closing (as defined in the Asset Purchase Agreement), each of the parties to the Asset Purchase Agreement shall hereafter, at the reasonable request of the other party thereto, execute and deliver such other instruments of transfer and further documents and agreements, and do such other further acts and things as may be necessary to carry out the provisions of the Asset Purchase Agreement.

The conveyance of the Acquired Assets under this General Assignment and Bill of Sale is subject to and in accordance with the provisions of the Asset Purchase

Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

This General Assignment and Bill of Sale shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The validity of this General Assignment and Bill of Sale, the construction, interpretation, and enforcement hereof, and the rights of the parties hereto with respect to all matters arising hereunder or related hereto shall be determined under, governed by, and construed in accordance with the laws of the State of Minnesota without regard to conflict of law principles.

IN WITNESS WHEREOF, the undersigned has caused its duly authorized signatory to execute this General Assignment and Bill of Sale as of March 9, 2010.

CapitalSource Finance LLC, as Agent

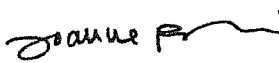
By: 
Name: Joanne Fungaroli
Its: Authorized Signatory

EXHIBIT A
ACQUIRED ASSETS

All properties, assets, rights, titles, and interests of every kind and nature, owned by the Companies (other than A&M), or leased to the Companies (other than A&M), whether tangible or intangible, and wherever located and by whomever possessed, as the same shall exist at the Closing Date (collectively the "Acquired Assets", but exclusive, in all cases, of the Excluded Assets, as that term is defined under the Asset Purchase Agreement), including, without limitation, the following:

(1) Tangible Personal Property. All machinery, equipment, tools, furniture, office equipment, computer hardware, supplies, materials, fixtures, and other items of tangible personal property (other than Inventories) of every kind owned or leased by the Companies, including, without limitation, those items described in Addendum 1.

(2) Inventories. All inventories of the Companies and its components, wherever located and whether held by the Companies or any third party, including all finished goods, work in progress, raw materials, samples, service parts, and all warehouse receipts, bills of lading, and similar documents, including, without limitation, those items described in Addendum 2.

(3) Receivables. All accounts, payment intangibles, chattel paper, letters of credit, notes receivable, and instruments, and any claim, remedy, or other right related to any of the foregoing, including, without limitation, those accounts receivables and other rights to payment described in Addendum 3.

(4) Intellectual Property. All intellectual property owned or licensed (as licensor or licensee) by each of the Companies, and any rights to recover for past, present, or future infringement, including, without limitation, the following (collectively, the "Intellectual Property"):

(a) ~~The name, all assumed-fictional business names, trade names, registered and unregistered trademarks, service marks, applications for any of the foregoing and all common law rights in and goodwill associated with any of the foregoing, including those items described in Addendum 4 (collectively, the "Trademarks");~~

(b) All patents, patent applications, any reissues, reexaminations, divisionals, continuations, continuations-in-part, provisionals, and extensions thereof, and all inventions, discoveries and improvements that may be patentable, including those items described in Addendum 5 (collectively, the "Patents");

(c) All registered and unregistered copyrights in both published works and unpublished works, including software, algorithms, models and methodologies, whether in source code, object code, or other forms, including those items described in Addendum 6 (collectively, the "Copyrights");

(d) All know-how, trade secrets, confidential or proprietary information, customer lists, software, technical information, data, process technology, plans, designs, drawings, and blue prints;

(e) All rights in internet web sites and internet domain names presently used by the Companies, including those items described in Addendum 7 (collectively, the "Net Names"); and

(f) Any and all intellectual property rights, including without limitation, all Patents, Trade Secrets, Copyrights and Trademarks, relating to the "Ultra Secure Pack" packaging product, any tamper-resistant or tamper-evident packaging products and any other packaging products.

(5) Other Intangible Assets. All of the intangible rights and property of the Companies other than Intellectual Property, including, without limitation, going concern value, goodwill, telephone, telecopy, and email addresses, and listings, including those items listed in Addendum 8.

(6) Contractual Rights. All contractual rights of the Companies (subject to any amendments, supplements or modifications, thereto agreed among the Buyer and the non-Company counterparties to such contracts), including those items described on Addendum 9, but excluding those items described on Addendum 10.

(7) Deposits and Prepaid Assets. All rights of the Companies relating to deposits, advances, and prepaid expenses, claims for refunds, and refunds to offset in respect thereof that are not excluded under Section 2(b) of the APA.

(8) Books and Records. All books, data, files, papers, correspondence, databases, information systems, software, records, documents, reports, operating guides and manuals, financial and accounting records, personnel records, studies, and other similar documents related to the operations of the Acquired Assets, in whatever medium, including paper, electronic and otherwise (collectively, the "Books and Records").

(9) Other Assets. All other assets, properties, and rights related to the operations or conduct of the businesses of the Companies or which arise in or from the conduct thereof.

Addendum 5

Patents

- a. U.S. Provisional Patent Application, Serial Number 60/510,889, titled "New and Improved Card Component and/or Identity Transfer System and Method," filed October 14, 2003, owned by Holdings.

- b. U.S. Patent No. 4,933,218, titled "Sign with Transparent Substrate," filed December 28, 1988 and issued June 12, 1990.
- c. U.S. Patent No. 5,223,357, titled "Promotional Display Signage and Method of Manufacture," filed February 3, 1992 and issued June 29, 1993.
- d. U.S. Patent No. 5,724,891, titled "Method for Manufacturing a Display," filed June 25, 1996 and issued March 10, 1998.
- e. U.S. Patent No. 5,802,979, titled "Method for Manufacturing a Display," filed December 27, 1996 and issued September 8, 1998.
- f. U.S. Patent No. 6,619,480, titled "Methods and Apparatus for Point-of-Sale Packaging of Cards," filed October 26, 2001, and issued September 16, 2003.
- g. U.S. Patent No. 6,957,737, titled "Package for Activatable Point of Sale Cards," filed July 17, 2003 and issued October 25, 2005.

- ~~h. U.S. Patent No. 7,000,844, titled "Detachable Protected Point of Sale Card," filed March 7, 2003 and issued February 21, 2006.~~

- i. U.S. Patent No. 7,267,284 (Application No. 11/321,200), titled "Detachable Protected Point of Sale Card," filed December 29, 2005 and issued September 11, 2007.
- j. U.S. Patent Application No. 12/017,227, titled "Ultrasecure Card Package," filed January 21, 2008.