

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3426910

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	COLLATERAL ASSIGNMENT OF PATENTS
CONVEYING PARTY DATA	
Name	Execution Date
COMPOSECURE, L.L.C.	05/11/2015
RECEIVING PARTY DATA	
Name:	KEYBANK NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Street Address:	127 PUBLIC SQUARE
City:	CLEVELAND
State/Country:	OHIO
Postal Code:	44114
PROPERTY NUMBERS Total: 26	
Property Type	Number
Patent Number:	6644552
Patent Number:	7287704
Application Number:	12006168
Application Number:	14183951
Application Number:	12460829
Application Number:	61337289
Application Number:	12931024
Application Number:	13135139
Application Number:	61763948
Application Number:	14178436
PCT Number:	US2014012222
Application Number:	61956588
PCT Number:	US2014015939
Application Number:	13962925
PCT Number:	US2013054227
Application Number:	14134436
PCT Number:	US2014065986
Application Number:	61962873
Application Number:	14543495
Application Number:	14639970

PATENT

Property Type	Number
PCT Number:	US2015019666
Application Number:	62001706
Application Number:	62095901
Application Number:	62074305
Application Number:	61754776
Application Number:	14159407

CORRESPONDENCE DATA

Fax Number: (216)579-0212

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: (216) 586-1402

Email: skoston@jonesday.com

Correspondent Name: JONES DAY

Address Line 1: 901 LAKESIDE AVENUE

Address Line 2: NORTH POINT

Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER: 601755-185069

NAME OF SUBMITTER: AANAND A. MEHTA

SIGNATURE: /Aanand A. Mehta/

DATE SIGNED: 07/07/2015

Total Attachments: 7

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COLLATERAL ASSIGNMENT OF PATENTS

THIS COLLATERAL ASSIGNMENT OF PATENTS dated as of May 11, 2015 (this "Agreement"), between CompoSecure, L.L.C., a Delaware limited liability company, (together with its successors and assigns, the "Assignor"), and KEYBANK NATIONAL ASSOCIATION, as administrative agent (together with its successors and assigns in such capacity, the "Administrative Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of May 11, 2015 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), among the Assignor, the lenders party thereto (the "Lenders"), and the Administrative Agent.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of May 11, 2015 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), among the Assignor, the other grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

- (i) all of the Patents issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A hereto);
- (ii) all applications for Patents to be issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);
- (iii) all Patents issued by any other country or any office, agency or other Governmental Authority thereof;
- (iv) all applications for Patents to be issued by any office, agency or other Governmental Authority referred to in clause (iii) above;
- (v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, continuations, continuations-in-part, extensions and divisions of any of the foregoing;

(vii) all licenses and other agreements relating in whole or in part to any Patents, inventions, processes, production methods, proprietary information or know-how covered by any of the foregoing, including all rights to payments in respect thereof;

(viii) all rights to sue for past, present or future infringements of any of the foregoing;

(ix) all goodwill related to any of the foregoing;

(x) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xi) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

Section 4. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT APPLICATION OF THE RULES REGARDING CONFLICTS OF LAWS.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, including via facsimile transmission or other electronic transmission capable of authentication, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement.

[Remainder of page intentionally left blank]

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

COMPOSECURE, L.L.C.

By: 
Name: Michele Logan
Title: Chief Executive Officer

Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION

By: 
Name: Kenneth Horner
Title: Managing Director

Schedule A
to Collateral Assignment of Patents

<u>Grantor</u>	<u>Patent</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
CompoSecure, L.L.C.	Improved composite card	U.S.	6644552 CA 2421643 A1	Issued 11/11/2003 Status unknown
	Laser markable secure documents	U.S.	7287704	Granted 10/30/2007
	Foil composite card	U.S.	12/006168	Filed 3/3/2008
	Foil composite card	U.S.	s/n 14/183,951	On appeal. Filed 6/10/13
	Card with embedded image	U.S.	12/460829	Filed 7/24/2009; filed RCE 10/15/14
	Metal card U.S. Patent No. 8944810	U.S.	s/n 61/337289 s/n 12/931024	Filed 2/20/2010 Filed 1/21/2011 Granted 2/3/2015
	Combination card of metal & plastic U.S. Patent No. 8672232	U.S.	s/n 13/135139	Filed 6/27/2011 Issued 3/18/2014
	Durable card	U.S.	s/n 61/763,948 s/n 14/178,436 PCT/US 2014/ 015939	Filed 2/13/13 Filed 2/12/14 Filed 2/12/14
	Metal card with RF transmission capability	U.S.	s/n 61/754776 s/n 14/159407 PCT/US2014/012222	Filed 1/21/2013 Filed 1/20/2014 Filed 1/20/2014
	Plastic card with high density particles U.S. Patent No.	U.S.	s/n 61/956588 s/n 13/962925 PCT/US2013/054227	Filed 6/12/2013 Filed 8/8/2013 Filed 8/8/2013 To be issued

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	Card with metal layer and electrostatic protection	U.S.	14/134436 PCT US/2014/065986	Filed 12/19/2013
	Composite card with holographic metal foil and an inductive coupling antenna	U.S.	s/n 61/962873 14/543495 PCT US/2014/065986	Filed 11/18/2013 Filed 11/17/14 Filed 11/17/14
	Metal gravure cards	U.S.	s/n 14/639970 PCT US15/19666	Filed 3/5/2015 Filed 3/10/2015
	Transaction and ID cards with controlled coloring	U.S.	s/n 62/001706	Filed 5/22/2014
	Metal card with RF transmission capability	U.S.	62/095,901	Provisional filed 12/23/2014
	Metal smart card with dual interface capability (plug)	U.S.		Not yet filed.
	Ceramic card	U.S.	s/n 62/074305	Provisional filed 11/3/201