PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3491387

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
CPI CARD GROUP - MINNESOTA, INC.	08/17/2015

RECEIVING PARTY DATA

Name:	THE BANK OF NOVA SCOTIA
Street Address:	720 KING STREET WEST, 2ND FLOOR
City:	TORONTO, ONTARIO
State/Country:	CANADA
Postal Code:	M5V 2T3

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	7267284
Patent Number:	7000844
Patent Number:	6957737
Patent Number:	6619480
Patent Number:	5724891

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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: 714-540-1235
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Correspondent Name: LATHAM & WATKINS LLP
Address Line 1: 650 TOWN CENTER DRIVE, SUITE 2000
Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	049646-0296
NAME OF SUBMITTER:	ANNA T KWAN
SIGNATURE:	/atk/
DATE SIGNED:	08/20/2015
Total Attachments: 6	

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PATENT SECURITY AGREEMENT, dated as of August 17, 2015 (this "Agreement"), among the entities listed on the signature pages hereof (each a "Grantor", and collectively, the "Grantors") and The Bank of Nova Scotia, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the First Lien Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CPI Card Group Inc., a Delaware corporation ("Holdings"), CPI Acquisition, Inc., a Delaware corporation (the "Borrower"), the Lenders party thereto and The Bank of Nova Scotia, as Administrative Agent and Collateral Agent and (b) the First Lien Collateral Agreement dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Bank have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the United States patents and patent applications listed on Schedule I attached hereto (the "Patent Collateral"). This Agreement is not to be construed as an assignment of any patent or patent application.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon Payment in Full, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CPI CARD GROUP – COLORADO, INC.,
as Grantor

By: ______________________________
Name: David Brush
Title: Chief Financial Officer

CPI CARD GROUP – MINNESOTA, INC.,
as Grantor

By: ______________________________
Name: David Brush
Title: Chief Financial Officer

EFT SOURCE, INC.,
as Grantor

By: ______________________________
Name: David Brush
Title: Chief Financial Officer

THE BANK OF NOVA SCOTIA, as Collateral Agent

By:
Name: James Rhee
Title: Managing Director

By:
Name: Katherine Hogg
Title: Associate Director

[*Signature Page to Patent Security Agreement*]

Schedule I to the
Patent Security Agreement

PATENT COLLATERAL

Title	App. No. App. Date	Patent No. Issue Date	Owner
System and Method For Secure Card Packaging and Activation	14570719 12/15/2014		CPI Card Group – Colorado, Inc.
Ultrasecure Card Package	14704067 5/5/2015		CPI Card Group – Colorado, Inc.
Multi-Metal Layered Card	14752384 6/26/2015		CPI Card Group – Colorado, Inc.
Weighted transaction card	14501386 9/30/2014		CPI Card Group – Colorado, Inc.
System and methods for generating user interfaces for custom card design session	14067618 10/30/2013		CPI Card Group – Colorado, Inc.
System and methods for generating user interfaces for custom card design session	14067612 10/30/2013		CPI Card Group – Colorado, Inc.
Systems and methods for creating a user customized bank card	13527431 6/19/2012		CPI Card Group – Colorado, Inc.
Systems and methods for creating a user customized bank card	13173722 6/30/2011		CPI Card Group – Colorado, Inc.
Multi-metal layered card	14522198 10/23/2014	9070053 6/30/2015	CPI Card Group – Colorado, Inc.
Card security activation label and method	14272305 5/7/2014	9053470 6/9/2015	CPI Card Group – Colorado, Inc.
Ultrasecure transaction card package	13852286 3/28/2013	9049909 6/9/2015	CPI Card Group – Colorado, Inc.
System and method for secure card packaging and activation	13523653 6/14/2012	8939354 1/27/2015	CPI Card Group – Colorado, Inc.
Weighted transaction card	13840621 3/15/2013	8857722 10/14/2014	CPI Card Group – Colorado, Inc.
Card security activation label and method	13437755 4/2/2012	8720786 5/13/2014	CPI Card Group – Colorado, Inc.
Ultrasecure card package	13083178 4/8/2011	8419889 4/16/2013	CPI Card Group – Colorado, Inc.
Secure card packaging with concealed activation field	12901015 10/8/2010	8403229 3/26/2013	CPI Card Group – Colorado, Inc.
System for automated production processing of smart cards	12869221 8/26/2010	8397376 3/19/2013	CPI Card Group – Colorado, Inc.
System and methods for creating a user customized bank card	11818098 6/13/2007	7992774 8/9/2011	CPI Card Group – Colorado, Inc.
Transparent transaction card and method for making a transparent transaction card	09949263 9/7/2001	7134603 11/14/2006	CPI Card Group – Colorado, Inc.
Clear single laminate transaction or access card with wood veneer	29339418 6/30/2009	D632735 2/15/2011	CPI Card Group – Colorado, Inc.

Title	App. No. App. Date	Patent No. Issue Date	Owner
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Method and system for efficiently printing and sorting multiple orders of transaction cards	10880821 6/29/2004	7429036 9/30/2008	CPI Card Group – Colorado, Inc.
Detachable protected point of sale card	11321200 12/29/2005	7267284 9/11/2007	CPI Card Group – Minnesota, Inc.
Detachable protected point of sale card	10384163 3/7/2003	7000844 2/21/2006	CPI Card Group – Minnesota, Inc.
Package for activatable point of sale cards	10621594 7/17/2003	6957737 10/25/2005	CPI Card Group – Minnesota, Inc.
Methods and apparatus for point-of-sale packaging of cards	10039676 10/26/2001	6619480 9/16/2003	CPI Card Group – Minnesota, Inc.
Method for manufacturing a display	08670626 6/25/1996	5724891 3/10/1998	CPI Card Group – Minnesota, Inc.
System and method for instant issue of personalized financial transaction cards	13186302 7/19/2011	8429075 4/23/2013	EFT Source Inc.
System and method for instant issue of personalized financial transaction cards	13867678 4/22/2013		EFT Source Inc.