

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3998201

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
COMPOSECURE, L.L.C	07/26/2016
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	10 SOUTH DEARBORN
Internal Address:	FLOOR L2S
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603-2200
PROPERTY NUMBERS Total: 17	
Property Type	Number
Patent Number:	6644552
Patent Number:	7287704
Application Number:	12006168
Application Number:	14183951
Application Number:	12460829
Patent Number:	8944810
Patent Number:	8672232
Application Number:	14178436
Application Number:	14159407
Patent Number:	9016591
Application Number:	14134436
Application Number:	14543495
Application Number:	14639970
Application Number:	62001706
Application Number:	14977553
Application Number:	14793963
PCT Number:	US2015058820
CORRESPONDENCE DATA	

Fax Number: (404)581-8330

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: 404-581-8275

Email: srbrown@jonesday.com

Correspondent Name: SIDNEY R. BROWN, JONES DAY

Address Line 1: 1420 PEACHTREE STREET, NE

Address Line 4: ATLANTA, GEORGIA 30309

NAME OF SUBMITTER:	SIDNEY R. BROWN
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SIGNATURE:	/Sidney R. Brown/
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DATE SIGNED:	08/09/2016
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Total Attachments: 7

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PATENT SECURITY AGREEMENT

This Patent Security Agreement dated as of July 26, 2016 (this "Patent Security Agreement"), by COMPOSECURE, L.L.C. (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent ("Administrative Agent") .

W I T N E S S E T H:

WHEREAS, Grantor is a party to that certain Pledge and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement; and

WHEREAS, to induce the Lenders to enter into the Credit Agreement, the Grantor is required to execute and deliver this Patent Security Agreement pursuant to the terms of the Credit Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Grantor hereby pledges and grants to the Administrative Agent a security interest in and to all of its right, title and interest in, to and under all the following Collateral of Grantor, whether now existing or hereafter arising or acquired from time to time (collectively, the "Patent Collateral"): all patents and patent applications (whether issued or applied for), together with any and all (i) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (ii) inventions and improvements described and claimed therein, (iii) reissues, substitutes, reexaminations, divisions, renewals, extensions, continuations and continuations-in-part thereof and amendments thereto, (iv) proceeds, income, fees, royalties, damages and payments now or hereafter due and/or payable thereunder and with respect thereto including damages, claims and payments for past, present or future infringements or other violations thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present or future infringements or other violations thereof, including the United States patents and patent applications, listed on Schedule 1 attached hereto.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. This Patent Security Agreement shall continue in effect until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations other than contingent indemnification obligations as to which no claim has been made have been paid and performed in full and no commitments of the Lenders which would give rise to any Secured Obligations are outstanding.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have executed this Patent Security Agreement as of the date first above written.

GRANTOR:

COMPOSECURE, L.L.C.

By: 
Name: Michele D. Logan
Title: Chief Executive Officer

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

[Signature Page to Patent Security Agreement]

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have executed this Patent Security Agreement as of the date first above written.

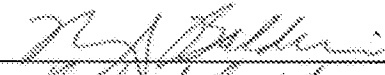
GRANTOR:

COMPOSECURE, L.L.C.

By: _____
Name: _____
Title: _____

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Richard C. Baldwin
Title: Deputy Chief Officer

{Signature Page to Patent Security Agreement}

SCHEDULE 1
to
PATENT SECURITY AGREEMENT
UNITED STATES PATENTS AND PATENT APPLICATIONS

United States Patents and Patent Applications:

See Attached.

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

United States Patents and Patent Applications: Updated as of July 20, 2016

<u>Grantor</u>	<u>Patent</u>	<u>Country</u>	Application No. or Registration No. (as applicable)	Application Filing Date or Registration Date (as applicable)
CompoSecure, L.L.C.	Improved composite card	U.S.	6644552	Issued 11/11/2003
	Improved composite card	Canada	CA 2421643 A1	Pending Office Action
	Laser markable secure documents	U.S.	7287704	Granted 10/30/2007
	Foil composite card	U.S.	12/006168	On appeal 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. & EU	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. & EU	s/n 61/754776 s/n 14/159407 PCT/US2014/012 222	Filed 1/21/2013 Filed 1/20/2014 Filed 1/20/2014 (Dropped)
	Plastic card with high density particles U.S. Patent No. 9016591	U.S. & EU	s/n 61/956588 s/n 13/962925 PCT/US2013/054 227	Filed 6/12/2013 Filed 8/8/2013 Filed 8/8/2013 Issued 4/28/2015
	Card with metal layer and electrostatic protection	U.S. & EU	14/134436 PCT US/2014/065986	Filed 12/19/2013

	Composite card with holographic metal foil and an inductive coupling antenna	U.S. & Nationalized in EU, CN, KR	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. & EU with intent to file in Asia	s/n 14/639970 PCT US15/19666	Filed 3/5/2015 Filed 3/10/2015 Allowed 4/12/16
	Transaction and ID cards with controlled coloring (Veneer)	U.S. & EU with intent to file in Asia	s/n 62/001706	Filed 5/22/2014
	Metal card with RF transmission capability	U.S. & EU	62/095,901	14/977,553 Filed 12/21/15
	Metal smart card with dual interface capability (plug)	U.S. & EU with intent to file in Asia	14/793,963	Granted 4/14/16
	Ceramic card	U.S. & EU	PCT/US2015/058820	Filed 11/3/2015