

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6600971

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CPI CARD GROUP - TENNESSEE, INC.	03/15/2021
CPI CARD GROUP - MINNESOTA, INC.	03/15/2021
CPI CARD GROUP - COLORADO, INC.	03/15/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	1800 CENTURY PARK E
<b>Internal Address:</b>	FLOOR 11
<b>City:</b>	LOS ANGELES
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90067
<b>PROPERTY NUMBERS Total: 45</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8429075
Patent Number:	10275747
Patent Number:	10846666
Application Number:	14704067
Patent Number:	9070053
Patent Number:	9049909
Patent Number:	8397376
Patent Number:	7134603
Patent Number:	8403229
Patent Number:	9547814
Patent Number:	8857722
Patent Number:	10089568
Patent Number:	9117155
Patent Number:	9053470
Patent Number:	9697555
Patent Number:	10055773
Patent Number:	10032200

PATENT

Property Type	Number
Patent Number:	8720786
Patent Number:	10625915
Patent Number:	10783337
Patent Number:	9430724
Patent Number:	9779343
Patent Number:	8939354
Patent Number:	10824926
Patent Number:	10255536
Patent Number:	10535046
Patent Number:	10445628
Patent Number:	10095572
Patent Number:	10032099
Patent Number:	6957737
Application Number:	16573692
Application Number:	16598921
Application Number:	16484392
Application Number:	15855758
Patent Number:	D632735
Patent Number:	7992774
Patent Number:	7429036
Application Number:	17039401
Application Number:	16879573
Application Number:	16756535
Application Number:	63032788
Application Number:	63044228
Application Number:	16996093
Application Number:	16770892
Application Number:	16951524

#### **CORRESPONDENCE DATA**

**Fax Number:** (215)832-5619

*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:** 2155695619

**Email:** pecsenye@blankrome.com

**Correspondent Name:** TIMOTHY D. PECSENYE (155656-01028 ND)

**Address Line 1:** ONE LOGAN SQUARE

**Address Line 2:** 8TH FLOOR

**Address Line 4:** PHILADELPHIA, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	155656-01028
<b>NAME OF SUBMITTER:</b>	TIMOTHY D. PECSENYE
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	03/15/2021

**Total Attachments: 11**

source=ABL Patent Security Agreement#page1.tif  
source=ABL Patent Security Agreement#page2.tif  
source=ABL Patent Security Agreement#page3.tif  
source=ABL Patent Security Agreement#page4.tif  
source=ABL Patent Security Agreement#page5.tif  
source=ABL Patent Security Agreement#page6.tif  
source=ABL Patent Security Agreement#page7.tif  
source=ABL Patent Security Agreement#page8.tif  
source=ABL Patent Security Agreement#page9.tif  
source=ABL Patent Security Agreement#page10.tif  
source=ABL Patent Security Agreement#page11.tif

## **PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this 15th day of March , 2021, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

### **W I T N E S S E T H:**

**WHEREAS**, pursuant to that certain Credit Agreement dated as of March 15, 2021 (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Credit Agreement”), by and among **CPI CARD GROUP INC.**, a Delaware corporation, as parent (“Parent”), the Subsidiaries of Parent identified as Borrowers in the Credit Agreement, and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a “Borrower” and individually and collectively, jointly and severally, as the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of March 15, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Guaranty and Security Agreement”); and

**WHEREAS**, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (hereinafter referred to as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising, in each case, to the extent included in the Collateral (collectively, the "Patent Collateral"):

- (a) all of its Patents including those referred to on Schedule I;
- (b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and
- (c) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

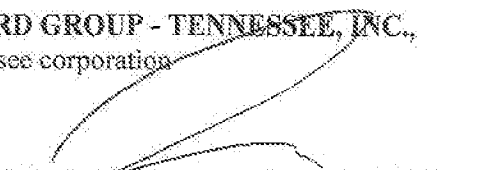
6. CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

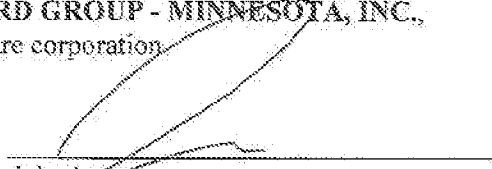
IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**


**CPI CARD GROUP - TENNESSEE, INC.,**  
a Tennessee corporation

By:   
Name: John Lowe  
Title: Vice President

**CPI CARD GROUP - MINNESOTA, INC.,**  
a Delaware corporation

By:   
Name: John Lowe  
Title: Vice President

**CPI CARD GROUP - COLORADO, INC.,**  
a Colorado corporation

By:   
Name: John Lowe  
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking association

By: Chris Heckman  
Name: Chris Heckman  
Title: Authorized Signatory



**SCHEDULE I**  
to  
**PATENT SECURITY AGREEMENT**

**Patents**

<b>Title</b>	<b>Patent No./ Publication No./ Application No.</b>	<b>Issue Date/ Pub. Date/ App. Date</b>	<b>Current Owner</b>	<b>Status</b>
SYSTEM AND METHOD FOR INSTANT ISSUE OF PERSONALIZED FINANCIAL TRANSACTION CARDS	8429075 20120016797 13186302	23-APR- 2013 19-JAN-2012 19-JUL-2011	CPI CARD GROUP – TENNESSEE, INC.	ISSUED
SYSTEM AND METHOD FOR INSTANT ISSUE OF PERSONALIZED FINANCIAL TRANSACTION CARDS	10275747 20160328688 15014757	30-APR- 2019 10-NOV- 2016 03-FEB-2016	CPI CARD GROUP – TENNESSEE, INC.	ISSUED
SYSTEM AND METHOD FOR INSTANT ISSUE OF PERSONALIZED FINANCIAL TRANSACTION CARDS	10846666 20190228392 16373321	24-NOV- 2020 25-JUL-2019 02-APR- 2019	CPI CARD GROUP – TENNESSEE, INC.	ISSUED
ULTRASECURE CARD PACKAGE	20150344206 14704067	03-DEC- 2015 05-MAY- 2015	CPI CARD GROUP – MINNESOTA, INC.	PUBLISHED
MULTI-METAL LAYERED CARD	9070053 20150115039 14522198	30-JUN-2015 30-APR- 2015 23-OCT- 2014	CPI CARD GROUP – COLORADO, INC.	ISSUED
ULTRASECURE TRANSACTION CARD PACKAGE	9049909 20130306512 13852286	09-JUN-2015 21-NOV- 2013 28-MAR- 2013	CPI CARD GROUP – MINNESOTA, INC.	ISSUED
SYSTEM FOR AUTOMATED	8397376	19-MAR-	CPI CARD GROUP	ISSUED

<b>Title</b>	<b>Patent No./ Publication No./ Application No.</b>	<b>Issue Date/ Pub. Date/ App. Date</b>	<b>Current Owner</b>	<b>Status</b>
PRODUCTION PROCESSING OF SMART CARDS	20120047716 12869221	2013 01-MAR- 2012 26-AUG- 2010	– COLORADO, INC.	
TRANSPARENT TRANSACTION CARD AND METHOD FOR MAKING A TRANSPARENT TRANSACTION CARD	7134603 20030047615 09949263	14-NOV- 2006 13-MAR- 2003 07-SEP-2001	CPI CARD GROUP – COLORADO, INC.	ISSUED
SECURE CARD PACKAGING WITH CONCEALED ACTIVATION FIELD	8403229 20110084144 12901015	26-MAR- 2013 14-APR- 2011 08-OCT- 2010	CPI CARD GROUP – COLORADO, INC.	ISSUED
MULTI-METAL LAYERED CARD	9547814 20160004944 14752384	17-JAN-2017 07-JAN-2016 26-JUN-2015	CPI CARD GROUP – COLORADO, INC.	ISSUED
WEIGHTED TRANSACTION CARD	8857722 20140021261 13840621	12-OCT- 2014 23-JAN-2014 15-MAR- 2013	CPI CARD GROUP – COLORADO, INC.	ISSUED
IC CHIP CARD WITH INTEGRATED BIOMETRIC SENSOR PADS	10089568 20180082165 15566602	02-OCT- 2018 22-MAR- 2018 13-OCT- 2017	CPI CARD GROUP – COLORADO, INC.	ISSUED
WEIGHTED TRANSACTION CARD	9117155 20150013893 14501386	25-AUG- 2015 15-JAN-2015 30-SEP-2014	CPI CARD GROUP – COLORADO, INC.	ISSUED

<b>Title</b>	<b>Patent No./ Publication No./ Application No.</b>	<b>Issue Date/ Pub. Date/ App. Date</b>	<b>Current Owner</b>	<b>Status</b>
CARD SECURITY ACTIVATION LABEL AND METHOD	9053470 20140319223 14272305	09-JUN-2015 30-OCT- 2014 07-MAY- 2014	CPI CARD GROUP – COLORADO, INC.	ISSUED
SYSTEMS AND METHODS FOR CREATING A USER CUSTOMIZED BANK CARD	9697555 20130132229 13527431	04-JUL-2017 23-MAY- 2013 19-JUN-2012	CPI CARD GROUP – COLORADO, INC.	ISSUED
SYSTEM AND METHODS FOR GENERATING USER INTERFACES FOR CUSTOM CARD DESIGN SESSION	10055773 20140122288 14067612	21-AUG- 2018 01-MAY- 2014 30-OCT- 2013	CPI CARD GROUP – COLORADO, INC.	ISSUED
SYSTEM AND METHODS FOR GENERATING USER INTERFACES FOR CUSTOM CARD DESIGN SESSION	10032200 20140122289 14067618	24-JUL-2018 01-MAY- 2014 30-OCT- 2013	CPI CARD GROUP – COLORADO, INC.	ISSUED
CARD SECURITY ACTIVATION LABEL AND METHOD	8720786 20120256003 13437755	13-MAY- 2014 11-OCT- 2012 02-APR- 2012	CPI CARD GROUP – COLORADO, INC.	ISSUED
ULTRASECURE CARD PACKAGE	10625915 20190233188 16376390	21-APR- 2020 01-AUG- 2019 05-APR- 2019	CPI CARD GROUP – MINNESOTA, INC.	ISSUED
IMPROVED IC HIP CARD	10783337 20190340398 15746063	22-SEP-2020 07-NOV- 2019	CPI CARD GROUP – COLORADO, INC.	ISSUED

<b>Title</b>	<b>Patent No./ Publication No./ Application No.</b>	<b>Issue Date/ Pub. Date/ App. Date</b>	<b>Current Owner</b>	<b>Status</b>
		19-JAN-2018		
<b>WEIGHTED TRANSACTION CARD</b>	9430724 20160117579 14834200	30-AUG- 2016 28-APR- 2016 24-AUG- 2015	CPI CARD GROUP – COLORADO, INC.	ISSUED
<b>WEIGHTED TRANSACTION CARD</b>	9779343 20170068877 15234733	03-OCT- 2017 09-MAR- 2017 11-AUG- 2016	CPI CARD GROUP – COLORADO, INC.	ISSUED
<b>SYSTEM AND METHOD FOR SECURE CARD PACKAGING AND ACTIVATION</b>	8939354 13523653	27-JAN-2015 14-JUN-2012	CPI CARD GROUP – COLORADO, INC.	ISSUED
<b>WEIGHTED TRANSACTION CARD</b>	10824926 20200117964 16597345	03-NOV- 2020 16-APR- 2020 09-OCT- 2019	CPI CARD GROUP – COLORADO, INC.	ISSUED
<b>WEIGHTED TRANSACTION CARD</b>	10255536 20170364781 15690704	09-APR- 2019 21-DEC- 2017 30-AUG- 2017	CPI CARD GROUP – COLORADO, INC.	ISSUED
<b>SYSTEM AND METHOD FOR ENCODING IC CHIPS FOR PAYMENT OBJECTS</b>	10535046 20180357622 15780176	14-JAN-2020 13-DEC- 2018 30-MAY- 2018	CPI CARD GROUP – COLORADO, INC.	ISSUED
<b>WEIGHTED TRANSACTION CARD</b>	10445628 20190180156	15-OCT- 2019	CPI CARD GROUP – COLORADO, INC.	ISSUED

<b>Title</b>	<b>Patent No./ Publication No./ Application No.</b>	<b>Issue Date/ Pub. Date/ App. Date</b>	<b>Current Owner</b>	<b>Status</b>
	16278612	13-JUN-2019 18-FEB-2019		
IMPROVED SYSTEM AND METHOD FOR PROVIDING IC CHIP CARDS	10095572 20170315857 15521526	09-OCT- 2018 02-NOV- 2017 24-APR- 2017	CPI CARD GROUP – COLORADO, INC.	ISSUED
WEIGHTED TRANSACTION CARD	10032099 20180025261 15687197	24-JUL-2018 25-JAN-2018 25-AUG- 2017	CPI CARD GROUP – COLORADO, INC.	ISSUED
PACKAGE FOR ACTIVATABLE POINT OF SALE CARDS	6957737 10621594	25-OCT- 2005 17-JUL-2003	CPI CARD GROUP – MINNESOTA, INC.	ISSUED
METHOD AND SYSTEM FOR PRODUCT AUTHENTICATION	20200126093 16573692	23-APR- 2020 17-SEP-2019	CPI CARD GROUP – COLORADO, INC.	PUBLISHED
SYSTEM AND METHOD FOR ENCODING IC CHIPS FOR PAYMENT OBJECTS	20200134582 16598921	30-APR- 2020 10-OCT- 2019	CPI CARD GROUP – COLORADO, INC.	PUBLISHED
EDGE-TO-EDGE METAL CARD AND PRODUCTION METHOD	20190385035 16484392	19-DEC- 2019 07-AUG- 2019	CPI CARD GROUP – COLORADO, INC.	PUBLISHED
SYSTEM AND METHODS FOR GENERATING USER INTERFACES FOR CUSTOM CARD DESIGN SESSION	20180308141 15855758	25-OCT- 2018 27-DEC- 2017	CPI CARD GROUP – COLORADO, INC.	PUBLISHED
CLEAR SINGLE LAMINATE TRANSACTION OR ACCESS CARD WITH WOOD VENEER	D632735 29339418	15-FEB-2011 30-JUN-2009	CPI CARD GROUP – COLORADO, INC.	ISSUED

<b>Title</b>	<b>Patent No./ Publication No./ Application No.</b>	<b>Issue Date/ Pub. Date/ App. Date</b>	<b>Current Owner</b>	<b>Status</b>
LAYER				
SYSTEM AND METHODS FOR CREATING A USER CUSTOMIZED BANK CARD	7992774 20080308636 11818098	09-AUG- 2011 18-DEC- 2008 13-JUN-2007	CPI CARD GROUP – COLORADO, INC.	ISSUED
METHOD AND SYSTEM FOR EFFICIENTLY PRINTING AND SORTING MULTIPLE ORDERS OF TRANSACTION CARDS	7429036 20060087542 10880821	30-SEP-2008 27-APR- 2006 29-JUN-2004	CPI CARD GROUP – COLORADO, INC.	ISSUED
WEIGHTED INLAYS FOR TRANSACTION CARDS	20210027126 17039401	28-JAN-2021 30-SEP-2020	CPI CARD GROUP – COLORADO, INC.	PUBLISHED
ULTRASECURE CARD PACKAGE	20200283211 16879573	10-SEP-2020 20-MAY- 2020	CPI CARD GROUP – MINNESOTA, INC.	PUBLISHED
CARDS WITH NON-VISIBLE PRODUCTION INDICIA AND RELATED SYSTEMS	20200290395 16756535	17-SEP-2020 16-APR- 2020	CPI CARD GROUP – COLORADO, INC.	PUBLISHED
(TITLE OMITTED)	63032788	1-JUN-2020	CPI CARD GROUP – COLORADO, INC.	PROVISIONAL
(TITLE OMITTED)	63044228	25-JUN-2020	CPI CARD GROUP – COLORADO, INC.	PROVISIONAL
(TITLE OMITTED)	16996093	18-AUG- 2020	CPI CARD GROUP – COLORADO, INC.	PENDING
IMPROVED ILLUMINABLE CARD	16770892	11-DEC- 2018	CPI CARD GROUP – COLORADO, INC.	PENDING
(TITLE OMITTED)	16951524	18-NOV- 2020	CPI CARD GROUP – TENNESSEE, INC.	PENDING