

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6886417

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND SUPPLEMENTAL PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CPI CARD GROUP - COLORADO, INC.	08/19/2021
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT
Street Address:	1800 CENTURY PARK E
Internal Address:	FLOOR 11, 1100
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90067-2113
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	17360728
Application Number:	17200014
Application Number:	63195753
Application Number:	14704067
Application Number:	15855758
Application Number:	16484392
CORRESPONDENCE DATA	
Fax Number:	(214)981-3400
<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:	214-981-3483
Email:	dclark@sidley.com
Correspondent Name:	DUSAN CLARK, ESQ.
Address Line 1:	SIDLEY AUSTIN LLP
Address Line 2:	2021 MCKINNEY AVE., SUITE 2000
Address Line 4:	DALLAS, TEXAS 75201
ATTORNEY DOCKET NUMBER:	99292-30040
NAME OF SUBMITTER:	DUSAN CLARK
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	08/26/2021

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Total Attachments: 6

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SECOND SUPPLEMENTAL PATENT SECURITY AGREEMENT

This SECOND SUPPLEMENTAL PATENT SECURITY AGREEMENT (this "Second Supplemental Patent Security Agreement") is made this 19th day of August, 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").

WITNESSETH:

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");

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, a Patent Security Agreement or, with respect to any Patent Collateral (as defined below) acquired after the Closing Date, a supplement to an existing Patent Security Agreement;

WHEREAS, certain Borrowers previously executed that certain Patent Security Agreement dated as of March 15, 2021 and the Grantors have acquired Patent Collateral after the Closing Date and are thus required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Second Supplemental 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 Second Supplemental 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 Second Supplemental 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 Second Supplemental 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 Second Supplemental 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 Second Supplemental Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. COUNTERPARTS. This Second Supplemental Patent Security Agreement is a Loan Document. This Second Supplemental 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 Second Supplemental Patent Security Agreement. Delivery of an executed counterpart of this Second Supplemental 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 Second Supplemental Patent Security Agreement. Any party delivering an executed counterpart of this Second Supplemental Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Second Supplemental Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Second Supplemental Patent Security Agreement.

6. CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER. THIS FIRST SUPPLEMENTAL 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 Second Supplemental Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

CPI CARD GROUP – COLORADO, INC., a
Colorado corporation

By: Kevin O'Brien
Name: Kevin O'Brien
Title: Treasurer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: Carlos Valles
Name: Carlos Valles
Title: Authorized Signatory
Digitally signed by Carlos Valles
Date: 2021.08.25 15:26:37
-07'00'

[Signature Page to Second Supplemental Patent Security Agreement]

PATENT
REEL: 057334 FRAME: 0858

SCHEDULE I
to
SECOND SUPPLEMENTAL PATENT SECURITY AGREEMENT
Patents

File Number	Title	Application No.	Date Filed	Current Owner	Status	Patent Number	Grant Date
P275409.US.06	SYSTEM AND METHODS FOR GENERATING USER INTERFACES FOR CUSTOM CARD DESIGN SESSION	17/360,728	Jun 28, 2021	CPI CARD GROUP - COLORADO, INC.	Pending	N/A	N/A
P275413.WO-US.03	SYSTEM AND METHOD FOR ENCODING IC CHIPS FOR PAYMENT OBJECTS	17/200,014	Mar 12, 2021	CPI CARD GROUP - COLORADO, INC.	Published	N/A	N/A
P275424.US.03	ILLUMINABLE METAL CARD	63/195,753	Jun 2, 2021	CPI CARD GROUP - COLORADO, INC.	Pending	N/A	N/A
P286968.WO.01	RECOVERED PLASTIC CARDS	PCT/US2021/038919	Jun 24, 2021	CPI CARD GROUP - COLORADO, INC.	Pending	N/A	N/A
P275405.US.04	ULTRASECURE CARD PACKAGE	14/704,067	May 5, 2015	CPI CARD GROUP - COLORADO, INC.	Issued	11,034,497	Jun 15, 2021
P275409.US.05	SYSTEM AND METHODS FOR GENERATING USER	15/855,758	Dec 27, 2017	CPI CARD GROUP -	Issued	11,049,372	Jun 29, 2021

File Number	Title	Application No.	Date Filed	Current Owner	Status	Patent Number	Grant Date
P275419, WO- US 01	INTERFACES FOR CUSTOM CARD DESIGN SESSION AND PRODUCTION METHOD	16/484,392	Feb 14, 2018	COLORADO, INC. CPI CARD GROUP - COLORADO, INC.	Issued	11,048,991	Jun 29, 2021

PATENT

REEL: 057334 FRAME: 0860

RECORDED: 08/26/2021