

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607092

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Composecure, L.L.C.		11/05/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn St.		
Internal Address:	L2 Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88810195	HEAR THE DIFFERENCE	
Serial Number:	88810207	MORE THAN A CARD	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<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:	404-521-3939		
Email:	gberne@jonesday.com, mmisitigh@jonesday.com		
Correspondent Name:	Gayle A. Berne		
Address Line 1:	1420 Peachtree St. N.E.		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Melanie H. Misitigh		
SIGNATURE:	/Melanie H. Misitigh/		
DATE SIGNED:	11/05/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of November 5, 2020 (this "Trademark 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 July 26, 2016 (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 Trademark Security Agreement; and

WHEREAS, to induce the Lenders to enter into that certain Second Amended and Restated Credit Agreement dated as of the date hereof (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Grantor is required to execute and deliver this Trademark 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 Trademark 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 "Trademark Collateral"): all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (ii) all goodwill associated therewith, (iii) extensions and renewals thereof and amendments thereto, (iv) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements, dilutions or other violations thereof, including the United States trademark registrations and applications for registration, listed on Schedule 1 attached hereto.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark application to the extent, and for so long as, creation by Grantor of a security interest therein would result in loss by Grantor of any rights therein, or in any registration issuing therefrom, unless and until a Statement of Use or an Amendment to Allege Use has been filed with the United States Patent and Trademark Office with respect to such intent-to-use trademark application.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark 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 Trademark 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. This Trademark 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 Trademark 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 Trademark Security Agreement by signing and delivering one or more counterparts.

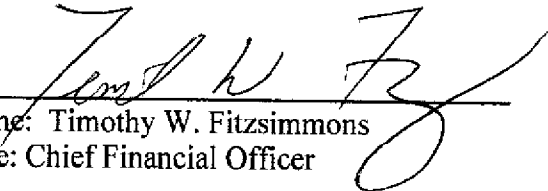
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed 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 Trademark Security Agreement as of the date first above written.

GRANTOR:

COMPOSECURE, L.L.C.

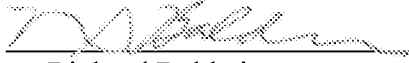
By: 
Name: Timothy W. Fitzsimmons
Title: Chief Financial Officer

[JPMC/CompoSecure -- Trademark Security Agreement]

TRADEMARK
REEL: 007097 FRAME: 0063

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By:  _____

Name: Richard Baldwin

Title: Authorized Officer

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS

United States Trademarks and Trademark Applications:

<u>Mark</u>	<u>Ctry</u>	<u>Int. Class</u>	<u>App. #</u>	<u>File Date</u>	<u>Reg. #</u>	<u>Reg Date</u>	<u>Status</u>
HEAR THE DIFFERENCE	US	40,42	88/810,195	2/25/2020	6,141,86 8	9/1/2020	REGISTERED
MORE THAN A CARD	US	40,42	88/810,207	2/25/2020	6,141,86 9	9/1/2020	REGISTERED