

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Data Futures, Inc.		12/30/2010	CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	Heartland Payment Systems, Inc.		
Street Address:	90 Nassau Street		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08542		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2310350	LUNCHBOX	
CORRESPONDENCE DATA			
Fax Number:	(949)567-6710		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415 773 5700		
Email:	ipprosecutionsf@orrick.com		
Correspondent Name:	Beth M. Goldman		
Address Line 1:	405 Howard Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	21560.2		
NAME OF SUBMITTER:	Betsy Wang		
Signature:	/Betsy Wang/		
Date:	02/17/2011		

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Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "*Assignment*") is entered into on December 30, 2010 (the "*Effective Date*"), by and between Heartland Payment Systems, Inc., a Delaware corporation ("*Buyer*"), and Data Futures, Inc., a Kentucky corporation ("*Seller*"). Each capitalized term used without definition in this Agreement shall have the same meaning given to such capitalized term in that certain Asset Purchase Agreement, dated December 23, 2010 (together with all schedules and exhibits thereto, the "*Purchase Agreement*"), by and among Buyer, Seller, Robert Harris and Charleen Combs.

WHEREAS, Seller and Buyer are parties to the Purchase Agreement, pursuant to which Seller has agreed to sell, transfer, convey, assign and deliver, or cause to be sold, transferred, conveyed, assigned and delivered to Buyer, and Buyer has agreed to purchase from Seller, all of Seller's right, title and interest in and to the Purchased Assets.

NOW, THEREFORE, pursuant and subject to the terms and conditions set forth in the Purchase Agreement, including the representations, warranties and covenants set forth therein, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Seller and Buyer hereby agree as follows:

1. Seller hereby sells, conveys, transfers, and assigns to Buyer all right, title and interest to and in the domain names (the "*Domain Names*"), as shown in Section 2(m)(i) of the Disclosure Schedule, which relevant portion of Section 2(m)(i) of the Disclosure Schedule is attached hereto, including all rights provided therein in the United States and other nations as provided by treaty or convention.

2. Seller hereby sells, conveys, transfers, and assigns to Buyer all right, title and interest to and in the marks (the "*Marks*") as shown in Section 2(m)(i) of the Disclosure Schedule of the Purchase Agreement, which relevant portion of Section 2(m)(i) of the Disclosure Schedule is attached hereto, including all rights provided therein in the United States and other nations as provided by treaty or convention, including all goodwill associated with such marks, and all rights to sue and recover and retain damages and costs and attorneys' fees for present and past infringement of any of the rights in such marks.

3. Seller hereby covenants and warrants to Buyer that, at the time of execution and delivery of this Assignment, Seller is the sole and lawful owner of the entire right, title, and interest in and to the Domain Names and Marks free and clear of any Liens, and that Seller has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

4. Seller shall each take any and all additional actions as may be necessary or appropriate to effect the transactions contemplated by this Assignment. Such actions may include, without limitation: the execution of all papers and documents and swearing of all lawful oaths to perfect the rights in such domain names; the execution of all documents to record the assignments and transfers made in this Assignment and the filing of such documents with the appropriate domestic and foreign governmental authorities; and to assist Buyer with the procurement, maintenance, enforcement and defense of the Domain Names and Marks at Buyer's

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expense (but, however, at Seller's expense in connection with any matter for which Buyer is entitled to indemnification under the Purchase Agreement)..

5. Capitalized terms used herein without definition shall have the respective meanings ascribed to such terms in the Purchase Agreement. The terms and conditions of the Purchase Agreement shall govern, supersede and prevail over this Assignment.

6. Seller may not assign, delegate or transfer its rights under this Assignment without the prior written consent of Buyer. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.


7. This Assignment may be executed in one or more original or facimile counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey, without regard to provisions regarding choice of laws.

[signatures follow]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be executed as of the Effective Date.

HEARTLAND PAYMENT SYSTEMS, INC.

By: 
Name: Robert H.B. Baldwin, Jr.
Title: President and Chief Financial Officer

[additional signature page follows]

DATA FUTURES, INC.

By: Robert L. Harris

Name: Robert L. Harris

Title: President

[signature page to Intellectual Property Assignment]

Section 2(m)
Intellectual Property

2(m)(i). **Registered IP.**

2(m)(i)(A) – “Lunchbox” is a U.S. Registered Trademark. Seller has an interest in the following domain names: cafeteriacash.com (registered through GoDaddy) and lunchbox-k12.com (registered through Network Solutions); and the following websites associated with these domain names: www.cafeteriacash.com, www.lunchbox-k12.com, and autoupdate.lunchbox-k12.com.

2(m)(i)(B) – The U.S. Trademark Registration No. for “LunchBox” is 2,310,350.

2(m)(i)(C)– Seller is the sole owner of the Registered IP.

Seller has provided copies of documents to be delivered pursuant to Section 2(m)(i) of the Agreement.

2(m)(ii). **Inbound Licenses.**

2(m)(ii)(A)

Note: The following licenses will not be assigned as a part of the Purchased Assets.

- Agreement, dated March 31, 2010, by and between Symantec Corporation and the Seller, for Symantec Anti-Virus software for LunchBox staff computers and servers, a copy of which has been provided.
- Monthly subscription agreement by and between SingleHop and the Seller for hosting of TechExcel and the LunchBox update server. This is a verbal agreement for a month-to-month subscription with monthly billing.
- Annual subscription agreement paid through 4/30/11, by and between Microsoft and the Seller, for MSDN and access to development tools and all Microsoft software products. This subscription includes Visual Studio 2005/2008 and SQL Server 2005/2008 that are used by the LunchBox developers. Seller has provided copies of available documentation.
- Subscription Agreement, by and between Citrix and Online, LLC, and the Seller, for GoToMeeting, GoToAssist and GoToMyPC.
- End User License Agreement by and between TechExcel, Inc. and the Seller. Seller does not have a signed copy of the Agreement. TechExcel is used by Seller's help desk to track software issues when Seller receives support requests.

Note: The following licenses will be assigned as a part of the Purchased Assets.

- Settlement Agreement between JSA Technologies, Inc. and Seller, dated June 3, 2008, a copy of which has been provided.
- License Agreement between JSA Technologies, Inc. and Seller, dated June 3, 2008, a copy of which has been provided.
- Third party products needed to develop and maintain all of the LunchBox products include the following:
 - Edustructures ADK 2.3.0.4 – This was a purchased software development kit that included an upfront purchase price and an annual maintenance component. It