

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
Comalex, Inc.		01/12/2011	CORPORATION: ILLINOIS
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: 3			
Property Type	Number	Word Mark	
Registration Number:	1600557	COMALEX	
Registration Number:	2989436	CAFE ENTERPRISE	
Registration Number:	2423296	CAFE PREPAY	
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/		

CH \$90.00 1600557

Date:

02/17/2011

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "*Assignment*") is entered into on January 12, 2011 (the "*Effective Date*"), by and between Heartland Payment Systems, Inc., a Delaware corporation ("*Buyer*"), and Comalex, Inc., an Illinois 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 January 12, 2011 (together with all schedules and exhibits thereto, the "*Purchase Agreement*"), by and among Buyer, Seller and Richard Newberry.

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 copyrights, whether or not registered, as shown in Schedule 1(e) of the Purchase Agreement, which relevant portion of Schedule 1(e) 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 copyrights, 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 copyrights. Such copyrights are original; are not based on or derived from the copyrightable work or works of any third party; and were created as "works made for hire" by one or more employees or consultants of Seller, as such term is set forth in the Copyright Act, Section 101. No royalties, honoraria or fees are payable by Seller to other persons by reason of Buyer's use of such copyrights (or any component thereof).

2. Seller hereby sells, conveys, transfers, and assigns to Buyer all right, title and interest to and in the marks, whether or not registered, as shown in Schedule 1(e) of the Purchase Agreement, which relevant portion of Schedule 1(e) 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 sells, conveys, transfers, and assigns to Buyer all right, title and interest to and in the domain names, as shown in Schedule 1(e) of the Purchase Agreement, which relevant portion of Schedule 1(e) is attached hereto, including all rights provided therein in the United States and other nations as provided by treaty or convention.

4. 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 such copyrights, marks and domain names 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.

5. 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 copyrights, marks and 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 such copyrights, marks and domain names without charge to Buyer.

6. 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.

7. 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.

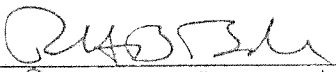
8. This Assignment may be executed in one or more original or facimile counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. 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 Assignment to be executed as of the Effective Date.

HEARTLAND PAYMENT SYSTEMS, INC.

By: 
Name: Robert H. Baldwin Jr.
Title: President + CFO

COMALEX, INC.

By: Richard D. Newberry
Name: Newberry
Title: Chairman

SCHEDULE 1(e)

COPYRIGHTS

Software – Café Terminal, consisting of non-networked versions of a software solution that supports the following functions for K-12 schools: Point of Sale (POS) and all of its related functions, Free and Reduced Lunch Application Scanning, and Integration with Café Prepay (including, without limitation, the underlying source code and the copyright registration of such software with the United States Copyright Office, Reg. No. TX0003538407).

Software – FARMA: free and reduced meal application (including, without limitation, the underlying source code and the copyright registration of such software with the United States Copyright Office, Reg. No. TX0003471319)

TRADEMARKS, SERVICE MARKS, TRADE NAMES

Trademark – Comalex (registered with the United States Patent and Trademark Office, Reg. No. 1,600,557, which registration is now live)

Trademark – Café Enterprise (registered with the United States Patent and Trademark Office, Reg. No. 2,989,436, which registration is now live)

Trademark – Café Prepay (registered with the United States Patent and Trademark Office, Reg. No. 2,423,296, which registration is now live)

Trademark – Farma (formerly registered with the United States Patent and Trademark Office, Reg. No. 1,759,691, which registration is now dead)

DOMAIN NAMES

Domain name whose Uniform Resource Locator is www.comalex.com