

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
School-Link Technologies, Inc.		02/02/2012	CORPORATION: DELAWARE
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	
Serial Number:	85405791	SMARTTIE FOR SCHOOL KITCHENS	
CORRESPONDENCE DATA			
Fax Number:	(415)773-5759		
Phone:	415 773 5700		
Email:	ipprosecutionsf@orrick.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Chelseaa E. L. Bush/Elayne G. Ricci		
Address Line 1:	405 Howard Street		
Address Line 2:	Orrick, Herrington & Sutcliffe LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	21560-2		
NAME OF SUBMITTER:	Chelseaa E. L. Bush		
Signature:	/chelseaa bush/		

Date:

02/08/2012

Total Attachments: 5

source=Smarttie for School - Assignment of Mark#page1.tif

source=Smarttie for School - Assignment of Mark#page2.tif

source=Smarttie for School - Assignment of Mark#page3.tif

source=Smarttie for School - Assignment of Mark#page4.tif

source=Smarttie for School - Assignment of Mark#page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "*Assignment*") is entered into on February 2, 2012 (the "*Effective Date*"), by and between Heartland Payment Systems, Inc., a Delaware corporation ("*Buyer*"), and School-Link Technologies, Inc., a Delaware 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 September 12, 2011 (together with all schedules and exhibits thereto, the "*Purchase Agreement*"), by and among Buyer, Seller, The Lawrence M. Goodman, III and Vicky Goodman Trust, created on October 16, 1995, Robyn Goodman Mandelberg, Elizabeth Goodman, and the Emily Shayna Mandelberg Trust.

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, including, without limitation, that portion of Seller's ongoing and existing business to which the mark set forth on Exhibit A attached hereto (the "*Mark*") pertains.

WHEREAS, it has come to the parties attention that the application for and serial number of the Mark were not included in the Intellectual Property Assignment (as defined in the Purchase Agreement).

WHEREAS, pursuant to Section 5(j)(i) of the Purchase Agreement, Seller agreed to take such further actions to carry out that the purpose of the Purchase Agreement, and Seller wishes to hereby effect the purpose of the Purchase Agreement to transfer the Mark to Buyer.

NOW, THEREFORE, in consideration of the mutual covenants and agreements in the Purchase Agreement, and other good and valuable consideration, Seller and Buyer agree as follows:

1. Seller hereby sells, conveys, transfers, and assigns to Buyer all of Seller's right, title and interest to and in the Mark, including, without limitation, that portion of Seller's ongoing and existing business to which the Mark pertains, all of Seller's rights therein in the United States and other nations as provided by treaty or convention (including all goodwill associated with such Mark), and all of Seller's rights to sue and recover and retain damages and costs and attorneys' fees for present and past infringement of the Mark.

2. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Assignment may not be assigned by any party hereto without the prior written consent of the other party hereto, and any purported assignment without such consent shall be void; provided, however, that Buyer may assign its rights hereunder to any affiliate of Buyer (in which case Buyer nonetheless shall remain responsible for the performance of all of its obligations hereunder).

3. This Assignment may be executed in one or more original or facsimile (including pdf) counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

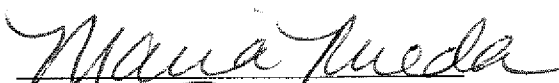
4. This Assignment, including its interpretation, performance, breach, or any related claim, shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving any force or effect to the provisions of any conflict of law rule thereof.

The remainder of this page is intentionally left blank.

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

BUYER:

HEARTLAND PAYMENT SYSTEMS, INC.

By: 
Name: MARIA RUEDA
Title: CHIEF FINANCIAL OFFICER

SELLER:


SCHOOL-LINK TECHNOLOGIES, INC.

By 

Name: Lawrence M. Goodman, III

Title: Chief Executive Officer

Exhibit A

Mark	Jurisdiction / Registration No. / Serial No. and Dates	Goods / Services	Status / Next Maintenance
<p>SMARTTIE FOR SCHOOL KITCHENS & Design Mark</p>  <p><i>for School Kitchens</i></p>	<p>Jurisdiction: United States</p> <p>Serial No. 85405791 Filing Date: 08/24/2011</p>	<p>Computer software used by school food service programs to monitor supply inventory and food storage temperatures sold as a unit with computer hardware</p>	<p>School-Link Technologies, Inc. (Delaware)</p>