

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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|---------------------------|---|----------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT | | |
| EFFECTIVE DATE: | 09/12/2011 | | |
| CONVEYING PARTY DATA | | | |
| | Name | Formerly | Execution Date |
| | School-Link Technologies, Inc. | | 09/12/2012 |
| | | | Entity Type |
| | | | 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: 5 | | | |
| | Property Type | Number | Word Mark |
| | Registration Number: | 2748710 | MYLUNCHMONEY.COM |
| | Registration Number: | 2832956 | MYCARD@SCHOOL |
| | Registration Number: | 3484768 | MY PAL |
| | Registration Number: | 3488076 | SL TECH |
| | Registration Number: | 2420916 | MYCARD@SCHOOL |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4157735759 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | 415 773 5700 | | |
| Email: | ipprosecutionsf@orrick.com | | |
| Correspondent Name: | Betsy Wang Lee/Elayne G. Ricci | | |
| Address Line 1: | 405 Howard Street | | |
| Address Line 2: | Orrick, Herrington & Sutcliffe LLP | | |

CH \$140.00 2748710

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:

21560-2

NAME OF SUBMITTER:

Betsy Wang Lee

Signature:

/Betsy Wang Lee/

Date:

09/14/2012

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made by School-Link Technologies, Inc., a Delaware corporation with an address at 1437 6th Street, Santa Monica, California 90407 ("School-Link"), in favor of Heartland Payment Systems, Inc., a Delaware corporation with an address at 90 Nassau Street, Princeton, New Jersey 08542 ("Heartland").

WHEREAS, School-Link owns all right, title and interest in and to the trademarks and the registrations thereof identified in Schedule A, attached hereto and incorporated herein by this reference (the "Marks"), and the goodwill associated therewith;

WHEREAS, pursuant to that certain Asset Purchase Agreement dated September 12, 2011 (together with all schedules and exhibits thereto, the "Purchase Agreement") by and among School-Link, Heartland, 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, School-Link has agreed to sell, transfer, convey, assign and deliver, or cause to be sold, transferred, conveyed, assigned and delivered to Heartland, and Heartland has agreed to purchase from School-Link, all of School-Link's right, title and interest in and to the Marks and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual covenants and agreements in the Purchase Agreement, and other good and valuable consideration, School-Link assigns to Heartland all of its right, title and interest in the Marks, together with the goodwill associated therewith including, without limitation, its right to sue for and collect damages for infringement or other violations of the same, including for past infringements or other violations.

This Assignment of Trademarks shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Assignment of Trademarks 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 Heartland may assign its rights hereunder to any affiliate of Heartland (in which case Heartland nonetheless shall remain responsible for the performance of all of its obligations hereunder).

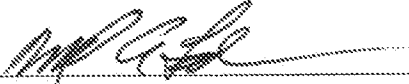
This Assignment, including its interpretation, performance, breach, or any related claim, shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving any force or effect to the provisions of any conflict of law rule thereof.

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IN WITNESS WHEREOF, School-Link has executed this Assignment of Trademarks by its duly authorized officer to be effective as of September 12, 2011.

SCHOOL-LINK TECHNOLOGIES, INC.

By: **HEARTLAND PAYMENT SYSTEMS, INC.**
Its Successor-in-Interest

By: 

Name: Michael A. Lawlor

Title: President - Strategic Markets Group

Date: 09/12/2012
(*nunc pro tunc*)

SCHEDULE A

| Mark | App. No. Filing Date | Reg. No. Reg. Date | Class(es) |
|------------------------|--------------------------|-------------------------|-----------|
| MYLUNCHMONEY.COM | 78/073,028 07/10/2001 | 2,748,710 08/05/2003 | 36 |
| MYCARD@SCHOOL | 78/027,258 09/22/2000 | 2,832,956 04/13/2004 | 9, 36 |
| MY PAL & Design | 77/383,873 01/30/2008 | 3,484,768 08/12/2008 | 9 |
| SL TECH & Design | 77/372,088 01/15/2008 | 3,488,076 08/19/2008 | 42 |
| MYCARD@SCHOOL & Design | 75/772,190 08/09/1999 | 2,420,916 01/16/2001 | 16 |