

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
Lunch Byte Systems, Inc.		06/29/2012	CORPORATION: NEW YORK

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: 7

Property Type	Number	Word Mark
Registration Number:	1977843	NUTRIKIDS
Registration Number:	2077503	NUTRIKIDS
Registration Number:	3270808	NUTRIKIDS
Registration Number:	3310365	NUTRIKIDS
Registration Number:	3337854	MYNUTRIKIDS.COM
Registration Number:	3296122	MYNUTRIKIDS.COM
Registration Number:	3695183	NUTRIKIDS

CORRESPONDENCE DATA

Fax Number: 4157735759
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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 \$190.00 1977843

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER: 21560-2

NAME OF SUBMITTER: Betsy Wang Lee

Signature: /betsywanglee/

Date: 06/26/2013

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "*Assignment*") is entered into on June 29, 2012 (the "*Effective Date*"), by and between Heartland Payment Systems, Inc., a Delaware corporation ("*Buyer*"), and Lunch Byte Systems, Inc., a New York corporation ("*Seller*"). Each capitalized term used without definition in this Assignment shall have the same meaning given to such capitalized term in that certain Asset Purchase Agreement, dated June 29, 2012 (together with all schedules and exhibits thereto, the "*Purchase Agreement*"), by and among Buyer, Seller, Nutrikids Employee Stock Ownership Trust (the "*Trust*"), Richard A. Heeter, not in his individual capacity, but solely as Trustee of the Trust, Paul Moriarty and Claudia Moriarty.

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, 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 Registered IP set forth on Section 2(m)(i) of the Disclosure Schedule of Purchase Agreement, including, without limitation all registered patents (the "*Registered Patents*") and registered copyrights (the "*Registered Copyrights*") set forth on 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 of Seller's rights 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 of Seller's right, title and interest to and in the domain names set forth on 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 (the "*Domain Names*"), including all of Seller's rights therein in the United States and other nations as provided by treaty or convention.

3. Seller hereby sells, conveys, transfers, and assigns to Buyer all of Seller's right, title and interest to and in the marks set forth on 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 (the "*Marks*"), including 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 marks, 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 Marks.

4. Nothing contained herein shall (or shall be deemed or construed to) change, amend, extend, alter or otherwise affect any provision of the Purchase Agreement in any manner whatsoever or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties and

covenants contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between any provision of the Purchase Agreement and any provision of this Agreement, the provisions of the Purchase Agreement will govern and control.

5. 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).

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


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

BUYER:

HEARTLAND PAYMENT SYSTEMS, INC.

By: 

Name: Robert H.B. Baldwin, Jr.

Title: Vice Chairman

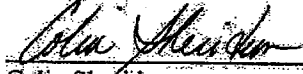
Signature Page to Intellectual Property Assignment

TRADEMARK
REEL: 005057 FRAME: 0603

SELLER:

LUNCH BYTE SYSTEMS, INC.

By:



Name: Colin Sheridan

Title: President

Signature Page to Intellectual Property Assignment

TRADEMARK
REEL: 005057 FRAME: 0604

SCHEDULE 2(m)(i)

See attached.

LUNCH BYTE SYSTEMS - TRADEMARK STATUS REPORT (Last Revised 06-07-2012)
ALL FILINGS IN USPTO

MARK	FILING DATE	CLASS	SERIAL #	REG #	REG DATE	\$ 8&15	EXP DATE	RENEW \$ 8&9	OWNER
Nutrikids (Std Chrcatrs)	12/05/94	9	74606772	1,977,843	06/04/96	07/05/01	06/04/16	Accepted 8/4/2006	Lunch Byte Systems by Assignment dtd 6/6/12 from Paul Moriarty
Nutrikids & Design	07/29/96	9	75141571	2,077,503	07/08/97	09/09/02	07/08/17	Accepted 11/9/2006	Lunch Byte Systems by Assignment dtd 6/6/12 from Paul Moriarty
Nutrikids (for POS)	09/14/06	9	76/666064	3,270,808	07/31/07	Due 8/12-7/13	07/31/17		Lunch Byte Systems by Assignment dtd 6/6/12 from Paul Moriarty
Nutrikids Bump "S"	10/13/06	9	76/667486	3,310,365	10/16/07	Due 11/12-10/13	10/16/17		Lunch Byte Systems by Assignment dtd 6/6/12 from Paul Moriarty
MyNutrikids.com	03/19/07	44	76/674249	3337854*	11/20/07	Due 12/12-11/13	11/20/17		Lunch Byte Systems by Assignment dtd 6/6/12 from Paul Moriarty
MyNutrikids.com	09/14/06	36&44	76/666062	3,296,122	09/25/07	Due 10/12-9/13	09/25/17		Lunch Byte Systems by Assignment dtd 6/6/12 from Paul Moriarty
Nutrikids (Std Chrcatrs)	02/06/09	9, 36, 44	77/665106	3,695,183	10/13/09	Due 11/14-10/15	10/13/19		Lunch Byte Systems

* Identical to Reg 3,296,122 in Class 44

DNS Domains				
DNS Registrar:	Enom Central			
Sub Domain	Domain	Suffix	Renewal Date	Auto-Renew
www	SchoolLunchOnline	com	5/30/2013	on
DNS Registrar:	GoDaddy			
Sub Domain	Domain	Suffix	Renewal Date	Auto-Renew
www	NUTRIKIDS	COM	9/3/2021	on
ftp	NUTRIKIDS	COM	Sub-domains tied to Nutrikds.com	N/A
news	NUTRIKIDS	COM	Sub-domains tied to Nutrikds.com	N/A
owa	NUTRIKIDS	COM	Sub-domains tied to Nutrikds.com	N/A
owa2	NUTRIKIDS	COM	Sub-domains tied to Nutrikds.com	N/A
vpn	NUTRIKIDS	COM	Sub-domains tied to Nutrikds.com	N/A
vpn2	NUTRIKIDS	COM	Sub-domains tied to Nutrikds.com	N/A
www	LUNCHBITE	BIZ	5/29/2013	on
www	LUNCHBITE	CO.UK	5/30/2014	on
www	LUNCHBITE	INFO	5/30/2013	on
www	LUNCHBITE	NAME	5/30/2013	on
www	LUNCHBITE	NET	5/30/2013	on
www	LUNCHBITE	ORG	5/30/2013	on
www	LUNCHBITE	TV	5/30/2013	on
www	LUNCHBITE	US	5/29/2013	on
www	LUNCHBITE	WS	5/30/2013	on
www	LUNCHBYTE	BIZ	5/29/2013	on
www	LUNCHBYTE	CO.UK	5/30/2014	on
www	LUNCHBYTE	INFO	5/30/2013	on
www	LUNCHBYTE	NAME	5/30/2013	on
www	LUNCHBYTE	NET	5/30/2013	on
www	LUNCHBYTE	ORG	5/30/2013	on
www	LUNCHBYTE	TV	5/30/2013	on
www	LUNCHBYTE	US	5/29/2013	on
www	LUNCHBYTE	WS	5/30/2013	on
www	LUNCHBYTESYSTEM	BIZ	5/29/2013	on
www	LUNCHBYTESYSTEM	CO.UK	5/30/2014	on
www	LUNCHBYTESYSTEM	COM	5/30/2013	on
www	LUNCHBYTESYSTEM	INFO	5/30/2013	on
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www	LUNCHBYTESYSTEM	ORG	5/30/2013	on
www	LUNCHBYTESYSTEM	TV	5/30/2013	on
www	LUNCHBYTESYSTEM	US	5/29/2013	on
www	LUNCHBYTESYSTEM	WS	5/30/2013	on
www	LUNCHBYTESYSTEMS	BIZ	6/4/2013	on
www	LUNCHBYTESYSTEMS	CO.UK	6/5/2014	on
www	LUNCHBYTESYSTEMS	COM	6/5/2013	on

www	LUNCHBYTESYSTEMS	INFO	6/5/2013	on
www	LUNCHBYTESYSTEMS	NAME	6/5/2013	on
www	LUNCHBYTESYSTEMS	NET	6/5/2013	on
www	LUNCHBYTESYSTEMS	ORG	6/5/2013	on
www	LUNCHBYTESYSTEMS	US	6/4/2013	on
www	LUNCHBYTESYSTEMS	WS	6/5/2013	on
www	MYNUTRAKIDS	BIZ	5/29/2013	on
www	MYNUTRAKIDS	COM	5/30/2021	on
www	MYNUTRAKIDS	INFO	5/30/2013	on
www	MYNUTRAKIDS	NAME	5/30/2013	on
www	MYNUTRAKIDS	NET	5/30/2013	on
www	MYNUTRAKIDS	ORG	5/30/2013	on
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www	MYNUTRIKIDS	BIZ	5/29/2013	on
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www	NUTRIKIDS	NET	5/30/2015	on
www	NUTRIKIDS	WS	5/30/2013	on
www	NUTRIKIDSONLINE	COM	2/15/2014	on
www	NUTRIKIDSONLINE	NET	2/15/2014	on
www	NUTROKIDS	COM	1/16/2016	on
www	NUTROKIDS	ORG	1/16/2016	on
www	NUTROKIDZ	COM	4/14/2013	on
www	NUTROKIDZ	ORG	4/14/2013	on

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