

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ovation Payroll, Inc.		07/08/2013	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JPMorgan Chase Bank N.A., as Administrative Agent
<b>Street Address:</b>	10 South Dearborn Street
<b>Internal Address:</b>	19th Floor, Loan and Agency Services Group
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National Banking Association: UNITED STATES

<b>PROPERTY NUMBERS Total: 3</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	3991197	
<b>Registration Number:</b>	3930164	PAYROLL WITH PERSONALITY
<b>Registration Number:</b>	3921229	OVATION PAYROLL

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	2146614926
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	2149536926
<b>Email:</b>	daltrdept@bakerbotts.com
<b>Correspondent Name:</b>	Elizabeth K. Stanley
<b>Address Line 1:</b>	2001 Ross Avenue
<b>Address Line 2:</b>	Suite 600
<b>Address Line 4:</b>	Dallas, TEXAS 75201

<b>ATTORNEY DOCKET NUMBER:</b>	002642.2423
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NAME OF SUBMITTER:	Elizabeth K. Stanley
Signature:	/Elizabeth K. Stanley/
Date:	07/08/2013
<b>Total Attachments: 5</b> source=10 - Ovation Trademark Security Agreement (July 8 2013)#page1.tif source=10 - Ovation Trademark Security Agreement (July 8 2013)#page2.tif source=10 - Ovation Trademark Security Agreement (July 8 2013)#page3.tif source=10 - Ovation Trademark Security Agreement (July 8 2013)#page4.tif source=10 - Ovation Trademark Security Agreement (July 8 2013)#page5.tif	

TRADEMARK SECURITY AGREEMENT

July 8, 2013

WHEREAS, Ovation Payroll, Inc., a Delaware corporation (herein called "**Grantor**"), owns certain Trademarks (as defined below); and

WHEREAS, Heartland Payment Systems, Inc., a Delaware corporation (the "**Borrower**") has entered into that certain Second Amended and Restated Credit Agreement dated as of November 24, 2010 (as it may be amended, restated, modified or supplemented from time to time, the "**Credit Agreement**" and capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement), among the Borrower, the lending and other financial institutions from time to time party thereto (the "Lenders"), and JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders and the other Secured Parties (as defined in the Credit Agreement);

WHEREAS, pursuant to the terms of the Additional Grantor Supplement, of even date herewith (the "**Security Agreement Supplement**"), by Grantor and certain Affiliates of Grantor in favor of the Administrative Agent, which joined Grantor and such Affiliates (as such term is defined in the Credit Agreement) as parties to, and supplemented, the Amended and Restated Pledge and Security Agreement dated as of November 24, 2010, made by Borrower and certain Affiliates of Grantor (as supplemented by the Security Agreement Supplement and as may from time to time be amended, supplemented, restated or otherwise modified, the "**Security Agreement**"), Grantor has granted to the Administrative Agent for its benefit and for the ratable benefit of the Secured Parties (in such capacity, the "**Grantee**") a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in and to the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and assigns to Grantee and grants to Grantee a continuing security interest, for the ratable benefit of the Secured Parties, in and to all of Grantor's right, title and interest in and to all of the following property (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, whether now existing or hereafter incurred or arising:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, and any other source or business identifiers, and the rights in any of the foregoing which arise under the laws of the United States;

(b) the goodwill of the business symbolized thereby or associated with each of them;

(c) all registrations and applications in connection therewith filed with the United States Patent and Trademark Office, including those described in *Schedule 1* hereto;

(d) all reissues, extensions and renewals thereof;

(e) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

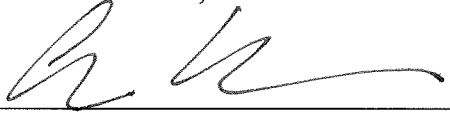
(f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Notwithstanding the foregoing, the Trademark Collateral shall not include any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

OVATION PAYROLL, INC.

By:   
Name: Charles H. N. Kallenbach  
Title: Secretary

[Trademark Security Agreement – Ovation Payroll]

**TRADEMARK**  
**REEL: 005065 FRAME: 0257**

Acknowledged:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By:   
Name: Goh Siew Tan  
Title: Vice President

[Trademark Security Agreement – Ovation Payroll]

**TRADEMARK**  
**REEL: 005065 FRAME: 0258**

Schedule 1

Trademarks

Mark	Country	App. No	App. Date	Reg. No	Reg. Date	Class	Goods and Services	Case Status
[Design]	United States	85110994	8/19/2010	3991197	7/5/2011	35 36	Class 35: Administration of business payroll for others; payroll administration and management services; payroll preparation; payroll processing services; wage payroll preparation; timekeeping administration and management services for others Class 36: Payroll tax debiting services	Registered Renewal due 7/5/2021
PAYROLL WITH PERSONALITY	United States	85073761	6/29/2010	3930164	3/8/2011	35 36	Class 35: Administration of business payroll for others; payroll administration and management services; payroll preparation; payroll processing services; wage payroll preparation; timekeeping administration and management services for others; payroll deduction administration; and payroll administration and management services in the nature of management and administration of employee payroll deductions Class 36: Payroll tax debiting services	Registered Renewal due 3/8/2021
OVATION PAYROLL	United States	85026033	4/29/2010	3921229	2/15/2011	35 36	Class 35: Administration of business payroll for others; payroll administration and management services; payroll preparation; payroll processing services; wage payroll preparation; time keeping administration and management services for others; payroll deduction administration; and payroll administration and management services in the nature of management and administration of employee payroll deductions Class 36: Payroll tax debiting services	Registered Renewal due 2/15/2021