

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM298064

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Merchant Software Corporation		02/14/2014	CORPORATION: CONNECTICUT

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:	3379474	GO!POS
Registration Number:	3106380	LIQUORPOS
Registration Number:	3106379	MERCHANTPO\$

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
Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	21560-2
NAME OF SUBMITTER:	Betsy Wang Lee
SIGNATURE:	/betsywanglee/
DATE SIGNED:	03/13/2014

Total Attachments: 5

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CH \$90.00 3379474

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "*Assignment*") is entered into on February 14, 2014 (the "*Effective Date*"), by and between Heartland Payment Systems, Inc., a Delaware corporation ("*Buyer*"), and Merchant Software Corporation, a Connecticut 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 February 14, 2014 (together with all schedules and exhibits thereto, the "*Purchase Agreement*"), by and among Buyer, Seller and William Simmeth.

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 Intellectual Property Rights, Intellectual Property and the Registered IP set forth on Section 2(m)(i) of the Disclosure Schedule of Purchase Agreement.
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.

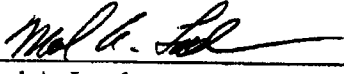
7. This Assignment, including its interpretation, performance, breach, or any related claim, shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving any force or effect to the provisions of any conflict of law rule thereof.

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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.

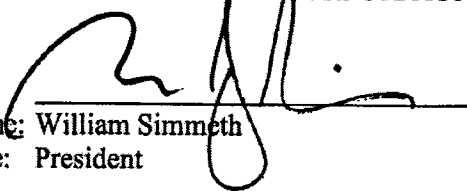
By: 
Name: Michael A. Lawler
Title: President – Strategic Markets Group

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 005236 FRAME: 0754

SELLER:

MERCHANT SOFTWARE CORPORATION

By: 
Name: William Simmeth
Title: President

[Signature Page to Intellectual Property Assignment Continued]

TRADEMARK
REEL: 005236 FRAME: 0755

Section 2(m)(i) – Intellectual Property – Registered IP.

Seller has registered the following trademarks with the USPTO

Go! POS (in Classes 21, 23, 26, 36 and 38) (reg. no 3,379,474)

LIQUORPOS (in Classes 21, 23, 26, 36 and 38) (reg. no 3,106,380)

MERCHANTPOS (in Classes 21, 23, 26, 36 and 38) (reg. no 3,106,379)