

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302001

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MCS Software, L.L.C.		04/01/2014	LIMITED LIABILITY COMPANY: LOUISIANA
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: 2			
Property Type	Number	Word Mark	
Registration Number:	4348824	MCS SOFTWARE	
Registration Number:	4323067	MCS SOFTWARE	
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:	4157735700		
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:	04/18/2014		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “*Assignment*”) is entered into on April 1, 2014 (the “*Effective Date*”), by and between Heartland Payment Systems, Inc., a Delaware corporation (“*Buyer*”), and MCS Software, L.L.C., a Louisiana limited liability company (“*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 March 25, 2014 (together with all schedules and exhibits thereto, the “*Purchase Agreement*”), by and among Buyer, Seller, Cheryl Meral and Emile J. Meral, III.

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:

REDACTED

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.

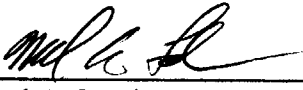
7. This Assignment, including its interpretation, performance, breach, or any related claim, shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving any force or effect to the provisions of any conflict of law rule thereof.

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

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 005263 FRAME: 0963

SELLER:

MCS SOFTWARE, L.L.C.

By: 
Name: Emile J. Meral, III
Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Continued]

SIDE LETTER

This SIDE LETTER (this "*Letter*"), dated as of April 4, 2014, is entered into by and among Heartland Payment Systems, Inc., a Delaware corporation ("*Buyer*"), MCS Software, L.L.C., a Louisiana limited liability company ("*Seller*"), Cheryl Meral and Emile J. Meral, III (each a "*Seller Member*" and collectively, the "*Seller Members*"). Capitalized terms used but not defined herein shall have the meanings set forth in that certain Asset Purchase Agreement by and among Buyer, Seller and Seller Members dated March 25, 2014 (the "*Agreement*").

WHEREAS, that certain trademark with the Registration No. 4,323,067 and the Serial No. 85,561,857 (the "*Mark*") was owned by Seller prior to the consummation of the transactions contemplated by the Agreement and was inadvertently omitted from Section 2(m)(i) of the Disclosure Schedules to the Agreement; and

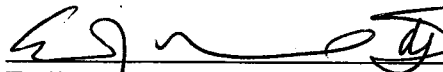
WHEREAS, the parties desire to amend Section 2(m)(i) of the Disclosure Schedules to the Agreement to include the Mark.

NOW THEREFORE BE IT RESOLVED, in consideration of the premises and the mutual covenants hereinafter contained, and intending to be legally bound, the parties hereto agree as follows:

1. Amendment of Section 2(m)(i) of the Disclosure Schedules. Section 2(m)(i) of the Disclosure Schedules is hereby amended as set forth on Exhibit A attached hereto.
2. Miscellaneous. Except as expressly set forth herein, nothing in this Letter shall constitute a waiver or amendment of the Agreement, and all other provisions of the Agreement will be and remain in full force and effect. This Letter may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.


[Signatures follow on next page]

SELLER:
MCS SOFTWARE, L.L.C.

By: 
Name: Emile J. Meral, III
Title: Chief Executive Officer

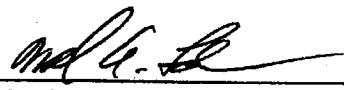
SELLER MEMBERS:


Cheryl Meral


Emile J. Meral, III

IN WITNESS WHEREOF, the parties have executed this Letter on the date first above written.

BUYER:
HEARTLAND PAYMENT SYSTEMS, INC.

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

[signatures continue on following page]

EXHIBIT A

Amended Section 2(m)(i) of Disclosure Schedules

(See attached)

Section 2(m)(i) – Registered IP

Seller has registered the following trademarks with the U.S. Patent and Trademark Office:

“MCS SOFTWARE” (Standard Character Mark, International Class 42)
(Registration No. 4,348,824) (Serial No. 85,538,380).

“MCS SOFTWARE” (Design Plus Words, Letters, and/or Numbers)
(Registration No. 4,323,067) (Serial No. 85,561,857)