

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327489

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Xpient Solutions, LLC		08/29/2014	LIMITED LIABILITY COMPANY: 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: 4			
Property Type	Number	Word Mark	
Registration Number:	3459566	XPIENT	
Registration Number:	4538763	XENON	
Registration Number:	3609278	REALTIME REX	
Serial Number:	86234229	IRIS	
CORRESPONDENCE DATA			
Fax Number:	4157735759		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415 773 5700		
Email:	ipprosecutionsf@orrick.com		
Correspondent Name:	Beth M. Goldman		
Address Line 1:	2050 Main Street, Suite 1100		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	21560.2		
NAME OF SUBMITTER:	Eileen Aghnami		
SIGNATURE:	/Eileen Aghnami/		
DATE SIGNED:	12/29/2014		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "*Assignment*") is entered into on October 31, 2014 (the "*Effective Date*"), by and between Heartland Payment Systems, Inc., a Delaware corporation ("*Buyer*"), and Xpient Solutions, LLC, a Delaware 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 August 29, 2014 (together with all schedules and exhibits thereto, the "*Purchase Agreement*"), by and among Buyer, Seller, ZOHAR II 2005-1, Limited, an exempt company authorized under the laws of the Cayman Islands, and ZOHAR CDO-2003-1, Limited, an exempt company authorized under the laws of the Cayman Islands.

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, including Seller's Intellectual Property Rights and Intellectual Property.

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 Seller's Intellectual Property Rights, Intellectual Property and 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*"), if any, and registered copyrights (the "*Registered Copyrights*"), if any, 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 as Exhibit A, including all of Seller's rights therein in the United States and other nations as provided by treaty or convention, and all of Seller's rights to sue and recover and retain damages and costs and attorneys' fees for present and past infringement of Seller's Intellectual Property Rights, Intellectual Property, and the Registered IP, including, without limitation, any Registered Patents and Registered Copyrights.

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 as Exhibit B (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 as Exhibit C (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 Assignment, 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 Seller without the prior written consent of Buyer, and any purported assignment without such consent shall be void.

6. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by Buyer and Seller.

7. This Assignment may be executed in one or more counterparts (including by means of facsimile and electronically transmitted portable document format (pdf)), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.


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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

SELLER:

XPIENT SOLUTIONS, LLC

By: _____

Name: Lynn Tilton

Title: Sole Manager

[Signature Page to Intellectual Property Assignment]

TRADEMARK

REEL: 005431 FRAME: 0561

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BUYER:

HEARTLAND PAYMENT SYSTEMS, INC.

By: _____

Name: Michael A. Lawler

Title: President – Strategic Markets Group

SELLER:

XPIENT SOLUTIONS, LLC

By: _____

Name: Lynn Tilton

Title: Sole Manager

[Signature Page to Intellectual Property Assignment]

TRADEMARK

REEL: 005431 FRAME: 0562

EXHIBIT A

Registered Patents and Registered Copyrights

None.

EXHIBIT B

Domain Names

Service	Account Number	Type	Account Holder	Expiration
Private Registration (realtimeintelligence.com)	XSL (23990736)	Private Registration	xpient Solutions	3/27/2015
Private Registration (xpient.info)	XSL (23990736)	Private Registration	xpient Solutions	4/8/2015
Web Forwarding (xpient.info)	XSL (23990736)	Web Forwarding	xpient Solutions	4/8/2015
xpientexpress.com	XSL (23990736)	Domain Name	xpient Solutions	4/9/2016
xpientexpress.com	XSL (23990736)	Domain Name	xpient Solutions	4/9/2016
myxenon.com	XSL (23990736)	Domain Name	xpient Solutions	8/27/2016
myxenon.net	XSL (23990736)	Domain Name	xpient Solutions	8/27/2016
realtimeintelligence.com	XSL (23990736)	Domain Name	xpient Solutions	8/7/2015
xpient.com	29049223	Domain Name	Xpient Solutions	8/10/2015
xpient.info	XSL (23990736)	Domain Name	xpient Solutions	4/8/2015
xpient.net	XSL (23990736)	Domain Name	xpient Solutions	4/26/2016
xpientexpress.com	XSL (23990736)	Domain Name	xpient Solutions	4/9/2016
xpientexpress.com	XSL (23990736)	Domain Name	xpient Solutions	4/9/2016

EXHIBIT C

Marks

Owned Registered IP	Jurisdiction of Registration or Filing	Registration No. and Date
XPIENT	US Patent & Trademark Office	Registration No.: 3,459,566 Registration Date: July 1, 2008
XENON	US Patent & Trademark Office	Registration No.: 4,538,763 Registration Date: May 27, 2014
REALTIME REX	US Patent & Trademark Office	Registration No.: 3,609,278 Registration Date: April 21, 2009
IRIS <i>(Pending Application)</i>	US Patent & Trademark Office	Application No.: 86/234,229 Application Date: March 27, 2014