

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM361684

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Automation, Inc. DBA pcAmerica		01/30/2015	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PCAmerica, LLC		
<b>Street Address:</b>	90 Nassau Street		
<b>City:</b>	Princeton		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08542		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4220328	CASH REGISTER EXPRESS POINT OF SALE SOLU	
<b>Registration Number:</b>	4200919	RESTAURANT PRO EXPRESS	
<b>Registration Number:</b>	4256067	ONCLOUD	
<b>Registration Number:</b>	4052543	CASH REGISTER EXPRESS	
<b>Registration Number:</b>	3446748	RESTAURANT PRO EXPRESS POINT OF SALE SOL	
<b>Registration Number:</b>	3446747	CASH REGISTER EXPRESS POINT OF SALE SOLU	
<b>Registration Number:</b>	3263634	PCAMERICA	
<b>Registration Number:</b>	4675512	PCAMERICA	
<b>Registration Number:</b>	4675511	PCAMERICA RETAIL AND RESTAURANT SOLUTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	4157735700		
<b>Email:</b>	ipprosecutionsf@orrick.com		
<b>Correspondent Name:</b>	Beth M. Goldman		
<b>Address Line 1:</b>	2050 Main Street, Suite 1100		
<b>Address Line 2:</b>	Orrick, Herrington & Sutcliffe LLP		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614-8255		

CH \$240.00 4220328

<b>ATTORNEY DOCKET NUMBER:</b>	21560-2
<b>NAME OF SUBMITTER:</b>	Betsy Wang Lee
<b>SIGNATURE:</b>	/Betsy Wang Lee/
<b>DATE SIGNED:</b>	11/09/2015
<b>Total Attachments: 7</b> source=4. IP Assignment#page1.tif source=4. IP Assignment#page2.tif source=4. IP Assignment#page3.tif source=4. IP Assignment#page4.tif source=4. IP Assignment#page5.tif source=4. IP Assignment#page6.tif source=4. IP Assignment#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “*Assignment*”) is entered into on January 30, 2015 (the “*Effective Date*”), by and among PCAmerica, LLC, a Delaware a limited liability company (“*Buyer*”), as successor in interest to Heartland Payment Systems, Inc. under the Purchase Agreement (as defined below), Automation, Inc. (DBA pcAmerica), a New York corporation (“*Seller*”), and Richard F. Rotbard and David J. Gosman (the “*Seller Stockholders*”). 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 December 18, 2014 (together with all schedules and exhibits thereto, the “*Purchase Agreement*”), by and among Buyer, Seller, and Seller Stockholders.

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, 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, 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 Intellectual Property Rights, Intellectual Property, and the Registered IP, including, without limitation, the 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 (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 Seller without the prior written consent of Buyer, and any purported assignment without such consent shall be void.

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 New York 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:**

PCAMERICA, LLC

By: \_\_\_\_\_

Name: Michael A. Lawler

Title: President

[Signature Page to Intellectual Property Assignment]

**TRADEMARK**  
**REEL: 005663 FRAME: 0974**

**SELLER:**

**AUTOMATION, INC.**

By:   
Name: Richard F. Rotbard  
Title: President

## Relevant Portions of Schedule 2(m)(i)



### Patents



Seller does not own any patents and has no pending patent applications.

### Copyrights

Full Title	Copyright Number	Published	Registered
Cash Register Express	TX0006860998	2008	2008
Cash Register Express	TX0006860980	2004	2008
Cash Register Express	TX0006860888	1994	2008
Restaurant Pro Express	TX0006860833	2008	2008
Restaurant Pro Express	TX0006860811	2004	2008
Restaurant Pro Express	TX0006860842	1995	2008

### Trademarks

Mark	Jurisdiction of Registration	Registration No. (Serial No.)	Status
 Cash Register <i>express</i> Point of Sale Solution • Fuel Efficiency	US Patent & Trademark Office	4,220,328	Registered on Principal Register: October 9, 2012.  Section 8, 15 declaration to be filed between October 9, 2017 and October 9, 2018.
Restaurant Pro Express (standard character mark)	US Patent & Trademark Office	4,200,919	Registered on Principal Register: September 4, 2012.  Section 8, 15 declaration to be filed between September 4, 2017 and September 4, 2018.
OnCloud (standard character mark)	US Patent & Trademark Office	4,256,067	Registered on the Principal Register: December 11, 2012.  Section 8, 15 declaration to be filed between December 11, 2017 and December 11, 2018.
Cash Register Express (standard character mark)	US Patent & Trademark Office	4,052,543	Registered on Principal Register: November 8, 2011.  Section 8, 15 declaration to be filed between November 8, 2016 and November 8, 2017.
 Restaurant Pro <i>express</i> Point of Sale Solution for Restaurants	US Patent & Trademark Office	3,446,748	Registered on Principal Register: June 10, 2008. Section 8, 15 declaration was

			timely filed on. Section 8, 9 declaration will need to be filed between June 10, 2017 and June 10, 2018.
 Restaurant Pro express Point of Sale Solution for Restaurants	US Patent & Trademark Office	3,446,747	Registered on Principal Register: June 10, 2008. Section 8, 15 declaration was timely filed. Section 8, 9 declaration will need to be filed between June 10, 2017 and June 10, 2018.
PCAMERICA (supplemental register standard character mark)	US Patent & Trademark Office	3,263,634	This mark was registered on the Supplemental Register on July 10, 2007. A Section 8 declaration was timely filed. Section 8, 9 declaration to be filed between July 10, 2016 and July 10, 2017.
pcAmerica (standard character mark)	US Patent & Trademark Office	(8,635,8701)	This Mark is pending registration on the Principal Register.
 pcAmerica Retail and Restaurant Solutions	US Patent & Trademark Office	4,675,511	Registered on Principal Register: January 20, 2015.

### Domain Names

Domain Name	Account No.	Expiration Date	Account Holder
<b>Network Solutions</b>			
<a href="http://areyouoncloud.com">areyouoncloud.com</a>	23939401	3/16/2017	PC America
<a href="http://automationpos.com">automationpos.com</a>	23939401	8/6/2017	PC America
<a href="http://cloud-pos.com">cloud-pos.com</a>	23939401	12/8/2017	PC America
<a href="http://getmeoncloud.com">getmeoncloud.com</a>	23939401	3/16/2017	PC America
<a href="http://howdoesmywork.com">howdoesmywork.com</a>	23939401	8/22/2015	PC America
<a href="http://oncloudnow.com">oncloudnow.com</a>	23939401	3/16/2017	PC America
<a href="http://oncloudportal.com">oncloudportal.com</a>	23939401	12/18/2017	PC America
<a href="http://oncloudpos.com">oncloudpos.com</a>	23939401	3/16/2017	PC America
<a href="http://pcamerica.com">pcamerica.com</a>	23939401	11/28/2015	PC America
<a href="http://pcamerica.xyz">pcamerica.xyz</a>	23939401	6/27/2015	PC America
<a href="http://petroversity.com">petroversity.com</a>	23939401	8/9/2017	PC America
<a href="http://showmeemv.com">showmeemv.com</a>	23939401	8/22/2015	PC America
<b>GoDaddy.Com</b>			

Mobimagic.me	27873824	4/25/2015	pcAmerica
Mobimagicgroup	27873824	9/30/2015	pcAmerica
<b>Hover.com</b>			
Cashregisterexpress.com		2/15/2015	pcAmerica
<b>Resell.biz</b>			
Restaurantproexpress.com		11/4/2016	pcAmerica