

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM367945

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A., as Administrative Agent		12/31/2015	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Heartland Payment Systems, Inc.		
<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>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4615802	SMARTLINK	
<b>Registration Number:</b>	4679661	SMARTLINK	
<b>Registration Number:</b>	3868306	HEARTLAND SMARTLINK	
<b>Registration Number:</b>	4436711	HEARTLAND SMARTLINK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125585700		
<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>	3125586352		
<b>Email:</b>	mfoy@winston.com		
<b>Correspondent Name:</b>	Michelle Foy, Winston & Strawn LLP		
<b>Address Line 1:</b>	35 West Wacker Drive		
<b>Address Line 2:</b>	Suite 4200		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	3165.7103		
<b>NAME OF SUBMITTER:</b>	Michelle Foy		
<b>SIGNATURE:</b>	/Michelle Foy/		
<b>DATE SIGNED:</b>	01/05/2016		
<b>Total Attachments: 5</b>			

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**RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

**Dated as of: December 31, 2015**

Reference is hereby made to (i) that certain Amended and Restated Credit Agreement, dated as of September 4, 2014 (as amended, restated, supplemented or otherwise modified, the “Credit Agreement”), by and among Heartland Payment Systems, Inc., a Delaware corporation (the “Borrower”), each lender from time to time party thereto (collectively, the “Lenders”), and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer (the “Administrative Agent”), (ii) that certain Amended and Restated Collateral Agreement, dated as of September 4, 2014 (as amended, restated, supplemented or otherwise modified, the “Collateral Agreement”), by and among the Borrower and certain of its Subsidiaries, including Heartland Acquisition LLC, a Delaware limited liability company and a wholly-owned Subsidiary of the Borrower (“Heartland Acquisition”), as “Grantors”, in favor of the Administrative Agent, and (iii) that certain Notice of Grant of Security Interest in Trademarks, dated as of October 23, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Notice”), by the Borrower, as “Grantor”, in favor of the Administrative Agent. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of December 31, 2015 (the “Purchase Agreement”), by and among EchoSat, Inc., a Delaware corporation (the “Purchaser”), and the Borrower and Heartland Acquisition (collectively, “Seller”), the Seller intends to sell to Purchaser, and the Purchaser will purchase from the Seller, the assets of the Seller’s SmartLink division on the terms contained in the Purchase Agreement;

WHEREAS, the transactions contemplated under the Purchase Agreement (such transactions collectively referred to as the “SmartLink Sale”) are permitted under Section 7.11(g) of the Credit Agreement;

WHEREAS, pursuant to the Collateral Agreement and the Trademark Notice, the Borrower, as “Grantor”, granted a security interest to the Administrative Agent in, among other Collateral, the trademarks listed in Exhibit A attached hereto (the “SmartLink Trademarks”);

WHEREAS, the Trademark Notice was recorded in the U.S. Patent and Trademark Office on October 24, 2013 at Reel/Frame 5138/0415;

WHEREAS, the consummation of the SmartLink Sale is conditioned upon the Administrative Agent’s release of its Lien and security interest in the SmartLink Trademarks in conjunction with the sale of or the requirement for Borrower to cancel, as applicable, the SmartLink Trademarks;

WHEREAS, (a) pursuant to Section 9.11(a) of the Credit Agreement, the Administrative Agent has the authority to release any Lien on any property granted to or held by it on any property that is sold as part of or in connection with any sale permitted under the Credit Agreement or any other Loan Document, and (b) pursuant to Section 6.5 of the Collateral Agreement, if any Collateral (as defined in the Collateral Agreement) shall be sold by any

Grantor in a transaction permitted by the Credit Agreement, the Administrative Agent, at the request and sole expense of such Grantor, shall execute and deliver all releases and other documents, and take such other action reasonably necessary, for the release of the Liens created by the Collateral Agreement; and

WHEREAS, the Borrower hereby requests that the Administrative Agent execute and deliver this Release and to terminate and release its security interest in the SmartLink Trademarks only;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Administrative Agent hereby:

1. delivers this Release and, on behalf of itself and the other Secured Parties (as defined in the Collateral Agreement), agrees that upon the consummation of the sale of the SmartLink Assets to the Purchaser, its security interest in the SmartLink Trademarks only, whether granted pursuant to the Collateral Agreement, the Trademark Notice, or any other agreement or document delivered in connection therewith shall be automatically released; and

2. agrees, at the request and sole expense of the Borrower, to promptly execute and deliver to the Borrower all releases and other documents (including UCC-3 financing statement amendments to be filed by the Administrative Agent upon the consummation of the sale of the SmartLink Trademarks), and take such other action, reasonably necessary for the release of the Liens on the SmartLink Trademarks.

[Signature Pages Follow]

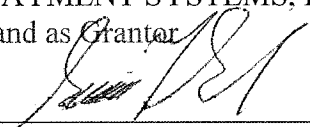
IN WITNESS WHEREOF, the undersigned have caused this Release to be duly executed as of the date first above written.

BANK OF AMERICA, N.A.,  
as Administrative Agent

By:   
Name: Denise Jones  
Title: Assistant Vice President

Acknowledged and Agreed as of the date first above written:

HEARTLAND PAYMENT SYSTEMS, INC.,  
as the Borrower and as Grantor

By:   
Name: Samir Zabaneh  
Title: Chief Financial Officer

**Exhibit A**

**SmartLink Trademarks**

**Trademarks:**

	<b><u>Trademark</u></b>	<b><u>Registration Number</u></b>	<b><u>Class</u></b>	<b><u>Filing Date</u></b>	<b><u>Registration Date</u></b>	<b><u>Country</u></b>
1	SMARTLINK	4615802	38	20- AUG- 12	7-OCT-14	U.S.A.
2	SMARTLINK	4679661	42	2- OCT- 13	27-JAN-15	U.S.A.
3	HEARTLAND SMARTLINK	3868306	36	11- Jun-09	26-Oct-10	U.S.A.
4	HEARTLAND SMARTLINK	4436711	38	11- Jun-09	19-Nov-13	U.S.A.