

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372094

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heartland Payment Systems, Inc.		12/31/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	EchoSat, Inc.		
Street Address:	250 W. Main Street		
Internal Address:	Suite 3100		
City:	Lexington		
State/Country:	KENTUCKY		
Postal Code:	40507		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4615802	SMARTLINK	
Registration Number:	4679661	SMARTLINK	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3300		
Email:	jchester@sidley.com		
Correspondent Name:	Julia M. Chester c/o Sidley Austin LLP		
Address Line 1:	2001 Ross Avenue		
Address Line 2:	Suite 3600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	62385-10020		
NAME OF SUBMITTER:	Julia M. Chester		
SIGNATURE:	/Julia M. Chester/		
DATE SIGNED:	02/04/2016		
Total Attachments: 6 source=SmartLink #page1.tif			

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TRADE NAME AND TRADEMARK ASSIGNMENT AGREEMENT

Dated as of: December 31, 2015

This Trade Name and Trademark Assignment Agreement (this “Trade Name and Trademark Assignment Agreement”) is delivered pursuant to, and is subject to, all of the terms and conditions of that certain Asset Purchase Agreement (the “Purchase Agreement”), of even date herewith, among EchoSat, Inc., a Delaware corporation (“Assignee”), and Heartland Payment Systems, Inc., a Delaware corporation, and its wholly owned subsidiary, Heartland Acquisition, LLC, a Delaware limited liability company (collectively, “Assignor”). Unless otherwise defined herein, all capitalized terms used but not defined herein shall have the meaning set forth in the Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably grants, sells, conveys, delivers, assigns and transfers, free of all Claims (except for Permitted Claims), to, and as applicable confirms the irrevocable sale, conveyance, delivery, assignment and transfer free of all Claims (except for Permitted Claims), to Assignee, and Assignee agrees to accept all of Assignor’s right, title and interest in and to the trade names and trademarks attached hereto as Schedule A (collectively, the “Assigned Marks”) in the United States and worldwide, together with the goodwill of the business symbolized by the Assigned Marks and any applications and/or registrations therefor, and the right to assert the Assigned Marks and all present and future causes of action, the right to enforce any and all rights in the Assigned Marks, to collect for all past, present and future infringements and claims for damages and the proceeds thereof, including, without limitation, royalties, profits, settlements and other awards by reason of any past, present or future infringement, and claims for damages and proceeds therefor.

The Assigned Marks are to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trade Name and Trademark Assignment Agreement had not been made.

Assignor hereby authorizes the United States Patent and Trademark Office and any other governmental agencies having jurisdiction over the Assigned Marks to identify Assignee as the owner of all applications and registrations issuing from any applications pending related to the Assigned Marks. Assignor further hereby authorizes the United States Patent and Trademark Office and any trademark office in any and all foreign countries to issue any and all registrations related to the Assigned Marks to Assignee as the assignee of Assignor’s entire right, title and interest in and to the same.

This Trade Name and Trademark Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument, with the same effect as if all of the parties hereto had executed the same counterpart.

This Trade Name and Trademark Assignment Agreement may be delivered by facsimile transmission or other electronic exchange methodology which shall constitute a valid and


binding execution and delivery hereof, and such electronic copy shall constitute an enforceable original document.

In the event of any conflict between this Trade Name and Trademark Assignment Agreement and the Purchase Agreement, the Purchase Agreement shall govern and control. This Trade Name and Trademark Assignment Agreement shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of Delaware applicable to contracts made in that State, without regard to any conflict of law principles of the State of Delaware. This Trade Name and Trademark Assignment Agreement shall be binding upon the parties and their permitted successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Trade Name and Trademark Assignment Agreement on the date first above written.

HEARTLAND PAYMENT SYSTEMS, INC.

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

HEARTLAND ACQUISITION, LLC

By: _____
Name: Charles H. N. Kallenbach
Title: Secretary

ECHOSAT, INC.

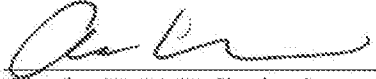
By: _____
Name: Robert C. Dunn
Title: Assistant Secretary

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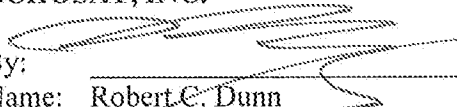
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By: _____
Name: Michael A. Lawler
Title: President – Strategic Markets Group

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By: _____
Name: Charles H. N. Kallenbach
Title: Secretary

ECHOSAT, INC.

By:  _____
Name: Robert C. Dunn
Title: Assistant Secretary

SCHEDULE A

Mark	Registration No.	Owner	Status
SMARTLINK	Reg 4615802	Heartland Payment Systems, Inc. Delaware corporation 90 Nassau Street Princeton, NJ 08542	USPTO Status: Registered USPTO Status Date: Oct. 07, 2014
SMARTLINK	Reg 4679661	Heartland Payment Systems, Inc. Delaware corporation 90 Nassau Street Princeton, NJ 08542	USPTO Status: Registered USPTO Status Date: Jan. 27, 2015