

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM376918

<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>
Chockstone, Inc.		11/14/2008	Corporation: DELAWARE
<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: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3915200	SIMPLYLOYALTY	
<b>Registration Number:</b>	4035243	SIMPLYLOYALTY	
<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		
<b>ATTORNEY DOCKET NUMBER:</b>	21560-2		
<b>NAME OF SUBMITTER:</b>	Eileen Z. Aghnami		
<b>SIGNATURE:</b>	/Eileen Z. Aghnami/		
<b>DATE SIGNED:</b>	03/16/2016		
<b>Total Attachments: 6</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective as of November 14<sup>th</sup>, 2008 (the "Effective Date"), is made by and between Chockstone, Inc., a Delaware corporation, whose principal place of business is 326 SW Broadway, Suite 400, Portland, Oregon 97205 ("Assignor"), and Heartland Payment Systems, Inc., a Delaware Corporation, whose principal place of business is 90 Nassau Street, Princeton, New Jersey 08542 ("Assignee").

### RECITALS

WHEREAS, Assignor is the owner of, and desires to assign to Assignee, all right, title and interest in and to (i) the trademarks, (ii) the related United States trademark applications and registrations, (iii) the related international trademark applications and registrations and (iv) any and all trademark, service mark and intellectual property rights, including rights of priority, in such trademarks, all as set forth on Exhibit A, attached hereto and incorporated herein (collectively, the "Trademarks"), together with any and all goodwill of the business associated therewith (the "Goodwill");

WHEREAS, Assignee is successor to the business of Assignor or that portion of the ongoing and existing business of Assignor to which the Trademarks pertain and desires to acquire the Trademarks and the Goodwill, subject to the terms and conditions of this Assignment; and

WHEREAS, Assignor and Assignee desire to confirm of record such assignment of the Trademarks and Goodwill;

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein by reference, One Hundred United States Dollars (\$100), the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee the entire right, title and interest in and to (i) the Trademarks, (ii) the Goodwill and (iii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of any of the rights granted by this Assignment, including all claims for injunctive or declaratory relief, restitution, damages (including any statutory, enhanced or punitive damages), profits, costs (including attorneys' fees) and for other monetary award, with the right to sue for and collect the same in any court of competent jurisdiction, for Assignee's sole benefit.

2. Assignor shall, without additional consideration, cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademarks and all other rights hereby conveyed.

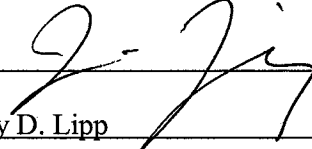
3. The terms "Assignor" and "Assignee" shall, where the context so admits, include their respective legal successors, representative, and permitted assigns.

4. Subject to the terms and conditions hereof, Assignee accepts this Assignment of the Trademarks and Goodwill.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers, to be effective as of the Effective Date.

**ASSIGNOR:**

**CHOCKSTONE, INC.**

By:   
Jeffrey D. Lipp  
Name

President and Chief Executive Officer  
Title

**ASSIGNEE:**

**HEARTLAND PAYMENT SYSTEMS, INC.**

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

\_\_\_\_\_  
Title

**ASSIGNOR:**

**CHOCKSTONE, INC.**

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

Jeffrey D. Lipp  
Name

President and Chief Executive Officer  
Title

**ASSIGNEE:**

**HEARTLAND PAYMENT SYSTEMS, INC.**


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

ROBERT H. B. BALDWIN, JR.  
Name

PRESIDENT + CHIEF FINANCIAL OFFICER  
Title

**EXHIBIT A**

**United States Trademark Applications and Registrations**

<b>Trademark</b>	<b>Registration No. (Serial No.)</b>	<b>Registration Date (Filing Date)</b>
CHOCKSTONE	2,949,857	05-10-2005
CHOCKSTONE and Design 	(78-206,630)	(01-23-2003) Abandoned
DELIVERING THE FUTURE OF STORED VALUE	3,336,877	11-13-2007
PEPPERCOIN	2,968,089	07-12-2005
PEPPERCOIN	2,896,340	10-19-2004
PEPPERCOIN	2,896,341	10-19-2004
RECEIPT AND RESPOND	(77-105,521)	(02-12-2007)
SIMPLYLOYALTY	(77-279,494)	(09-14-2007)
SINGLE SWIPE	(78-449,880)	(07-13-2004)
SINGLE SWIPE	(78-449,881)	(07-13-2004)
THE TECHNOLOGY BEHIND STORED VALUE	3,077,452	04-04-2006

**Unregistered Trademarks**

CHOCKBOX

CHOCKPOINT

CHOCKSTONE



CHOCKVIEW

DURABUS

INSIGHT. ACTION. RESULTS.

THE FACE OF LOYALTY

### Foreign Trademark Applications and Registrations

Country	Trademark	Registration No. (Serial No.)	Registration Date (Filing Date)
Australia	SIMPLYLOYALTY	(1,230,158)	(03-14-2008)
Australia	PEPPERCOIN	942,960	02-10-2003
Canada	CHOCKSTONE	694,217	08-16-2007
Canada	CHOCKSTONE and Design 	(1,185,368)	(07-22-2003) Abandoned
Canada	DELIVERING THE FUTURE OF STORED VALUE	719,465	07-25-2008
Canada	PEPPERCOIN	(1,167,426)	(02-10-/2003) Abandoned
Canada	RECEIPT AND RESPOND	(1,359,598)	(08-13-2007)
Canada	SIMPLYLOYALTY	(1,387,548)	(03-14-2008)
Canada	SINGLE SWIPE	(1,243,487)	(01-13-2005)
China	PEPPERCOIN	3,528,710	05-07-2005
China	PEPPERCOIN	3,528,711	04-28-2005
China	PEPPERCOIN	3,528,712	10-21-2004
European Community	PEPPERCOIN	3,043,064	03-04-2005
European Community	SIMPLYLOYALTY	(6,751,796)	(03-14-2008)
India	PEPPERCOIN	1,177,835	07-26-2005
India	PEPPERCOIN	1,177,838	08-31-2006
Japan	PEPPERCOIN	4,737,815	01-09-2004
Mexico	CHOCKSTONE	806,443	09-09-2003
Mexico	CHOCKSTONE and Design 	808,950	10-09-2003

Mexico	DELIVERING THE FUTURE OF STORED VALUE	1,011,031	11-14-2007
Mexico	DELIVERING THE FUTURE OF STORED VALUE	(802,946)	(08-25-2006) Abandoned
Mexico	RECEIPT AND RESPOND	(875,036)	(08-13-2007)
Mexico	RECEIPT AND RESPOND	(875,037)	(08-13-2007)
Mexico	SIMPLYLOYALTY	(921,104)	(03-14-2008)
Mexico	SIMPLYLOYALTY	(921,102)	(03-14-2008)
Mexico	SINGLE SWIPE	(698,947)	(11-2005) Abandoned
Mexico	SINGLE SWIPE	(698,948)	(11-2005) Abandoned