

TRADEMARK ASSIGNMENT COVER SHEET

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ETAS ID: TM380937

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination of Security Interests Amended and Restated Pledge and Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		04/15/2016	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Heartland Payment Systems, Inc.		
Street Address:	90 Nassau Street, 2nd Floor		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08542		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4339003	HEARTLAND	
Registration Number:	4074538	HEARTLAND	
Registration Number:	4074537	HEARTLAND	
Registration Number:	3971687	ACCELURAIID	
Registration Number:	3941413	HEARTLAND	
Registration Number:	3905751	ONECARD	
Registration Number:	3905202	CONFIRMPAY	
Registration Number:	3894896	CONFIRMPAY	
Registration Number:	3869522	FULL COURSE BUSINESS SOLUTIONS	
Registration Number:	3869521	FULL COURSE BUSINESS SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	(212) 455-3222		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Alexander Raytman, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		

CH \$265.00 4339003

Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 002513/0001

NAME OF SUBMITTER: Alexander Raytman

SIGNATURE: /ar/

DATE SIGNED: 04/18/2016

Total Attachments: 4

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**TERMINATION OF SECURITY INTERESTS
AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT**

April 15, 2016

WHEREAS, the undersigned is a party to that certain Amended and Restated Pledge and Security Agreement, recorded by the Assignment Division of the U.S. Patent and Trademark Office (the "USPTO") at Reel 025434, Frame 0387 and at Reel 4414, Frame 0470 on December 1, 2010 (the "Security Agreement"), by and among Heartland Payment Systems, Inc., a Delaware corporation (the "Borrower"), and JPMorgan Chase Bank, N.A., a national banking association, in its capacity as the administrative agent (in such capacity, the "Administrative Agent") under that certain Second Amended and Restated Credit Agreement dated as of November 24, 2010 by and among the Borrower, the lenders and agents party thereto and the Administrative Agent (as amended, supplemented and otherwise modified, the "Credit Agreement");

WHEREAS, pursuant to the Security Agreement, the Borrower granted a security interest in its right, title and interest in the property listed on Exhibit A hereto (the "Pledged Collateral") to the Administrative Agent, for the ratable benefit of the Secured Parties referred to therein, as collateral security for the prompt and complete payment and performance of the Secured Obligations (as defined therein);

WHEREAS, on October 23, 2013, the Secured Obligations were paid and discharged in full and the Security Agreement was automatically terminated by its terms;

WHEREAS, that certain Termination of Security Interests Amended and Restated Pledge and Security Agreement, dated as of October 23, 2013 (the "Termination"), was recorded with the USPTO on October 23, 2013;

WHEREAS, the Termination inadvertently failed to include the Pledged Collateral; and

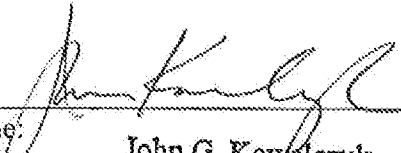
WHEREAS, the Borrower and the Administrative Agent intend for this Termination of Security Interests Amended and Restated Pledge and Security Agreement to be executed and recorded with the USPTO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound hereby, the undersigned hereby agrees that the security interests of the Administrative Agent in the Pledged Collateral in connection with the Security Agreement and the Credit Agreement, to the extent not previously released, are hereby released, and the parties hereto shall have no further rights, remedies, liabilities or obligations under the Security Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Termination of Security Interests on the date first written above.

JPMorgan Chase Bank, N.A., as
Administrative Agent

By: 
Name: _____
Title: John G. Kowalczyk
Executive Director

State of New York)
County of New York)

ss.

The foregoing instrument was acknowledged before me this 15th day of April, 2016 by John G. Kowalczyk, an authorized signatory of JPMorgan Chase Bank, N.A., a national banking corporation, on behalf of said banking corporation.

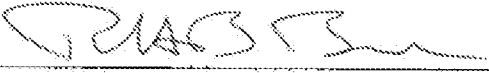


Notary Public

Margarita Torres
Notary Public, State of New York
Qualified in Bronx County
Certificate Filed in New York County
No. 01TO6041062
My Commission Expires May 1, 2018

AGREED AND ACCEPTED

Heartland Payment Systems, Inc.

By: 

Name: Robert H. B. Baldwin, Jr.

Title: Vice Chairman

EXHIBIT A
PLEDGED COLLATERAL

Trademark	Registration No.	Registration Date
HEARTLAND	4339003	05/21/13
HEARTLAND	4074538	12/20/11
HEARTLAND	4074537	12/20/11
ACCELURAIID and Design	3971687	05/31/11
HEARTLAND	3941413	04/05/11
ONECARD and Design	3905751	01/11/11
CONFIRMPAY	3905202	01/11/11
CONFIRMPAY	3894896	12/21/10
FULL COURSE BUSINESS SOLUTIONS and Design	3869522	11/02/10
FULL COURSE BUSINESS SOLUTIONS	3869521	11/02/10