

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
JPMorgan Chase Bank, N.A.	03/04/2011
RECEIVING PARTY DATA	
Name:	Heartland Payment Systems, Inc.
Street Address:	90 Nassau Street
Internal Address:	2nd Floor
City:	Princeton
State/Country:	NEW JERSEY
Postal Code:	08542
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	10476128
Application Number:	12579313
CORRESPONDENCE DATA	
Fax Number:	(212)355-3333
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-813-8800
Email:	NY-TM-Admin@goodwinprocter.com, jnici@goodwinprocter.com
Correspondent Name:	GOODWIN PROCTER LLP/Attn: Janis Nici
Address Line 1:	620 Eighth Avenue
Address Line 4:	New York, NEW YORK 10018
ATTORNEY DOCKET NUMBER:	124627197826
NAME OF SUBMITTER:	Janis Nici
Total Attachments: 4 source=Heartland_ Release of Patents#page1.tif source=Heartland_ Release of Patents#page2.tif	

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TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Release") is made this 4th day of March 2011 (the "Release Date") by JPMorgan Chase Bank, N.A., in its capacity as administrative agent (in such capacity, the "Secured Party") for the lenders from time to time party to the Credit Agreement referred to below (collectively, the "Lenders") and the other Secured Parties defined in the Credit Agreement, for the benefit of Heartland Payment Systems, Inc., a Delaware corporation (the "Debtor").

WHEREAS, the Debtor has entered into that certain Second Amended and Restated Credit Agreement, dated as of November 24, 2010 with Secured Party and the Lenders (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, the Debtor has entered into that certain Amended and Restated Pledge and Security Agreement, dated as of November 24, 2010 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreement"), pursuant to which the Debtor granted to the Secured Party, for the benefit of the Secured Parties, security interests and liens in and to certain assets of the Debtor, including, without limitation:

(a) certain patents, patent applications and patentable inventions identified in Exhibit A attached hereto and made a part hereof, and including, without limitation, (i) all inventions and improvements described and claimed in such patents, patent applications and patentable inventions identified in Exhibit A attached hereto, and the right to make, have made, use or sell, market or advertise for sale the same, and (ii) all rights corresponding to such patents, patent applications and patentable inventions identified in Exhibit A attached hereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Debtors accruing thereunder or pertaining thereto (the "Patents"); and

(b) (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the Patents and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to the Patents (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof);

WHEREAS, Secured Party has filed with the United States Patent & Trademark Office (the "USPTO") notices of security interests in the Patents; and

WHEREAS, the Debtor has requested that the Secured Party release its security interest in the Patents.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Patents granted by the Debtor under the Security Agreement.

2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Debtor with the USPTO.

3. Further Actions. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement and/or the Security Agreement, as applicable.

[Signature pages follow]

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

JPMORGAN CHASE BANK, N.A.

By: 
Name: Goh Siew Tan
Title: Vice President

EXHIBIT A

The Patents

Country	Case Type	Status	Application No.	Filing Date	Case Number
US	ORD	Abandoned	10/476128	17-Apr-2002	9313NS
US	CON	Pending	12/579313	14-Oct-2009	9313NS

HOU03:12646804

LIBNY/4994265.1

RECORDED: 03/07/2011

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