

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4164713

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PAR TECHNOLOGY CORPORATION	11/29/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JPMORGAN CHASE BANK, N.A.
<b>Street Address:</b>	10 SOUTH DEARBORN, FLOOR L2S
<b>Internal Address:</b>	MIDDLE MARKET SERVICING
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603-2300
<b>PROPERTY NUMBERS Total: 8</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8931952
Patent Number:	9304045
Patent Number:	9354825
Patent Number:	9407285
Application Number:	14593698
Application Number:	14625587
Application Number:	15279750
PCT Number:	US1654359
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(315)218-8100
<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>	315-218-8515
<b>Email:</b>	BSKPTO@BSK.COM
<b>Correspondent Name:</b>	BOND SCHOENECK & KING, PLLC
<b>Address Line 1:</b>	ONE LINCOLN CENTER
<b>Address Line 2:</b>	GEORGE R. MCGUIRE
<b>Address Line 4:</b>	SYRACUSE, NEW YORK 13202
<b>NAME OF SUBMITTER:</b>	GEORGE R. MCGUIRE
<b>SIGNATURE:</b>	/George R. McGuire/

PATENT

<b>DATE SIGNED:</b>	12/01/2016
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**Total Attachments: 7**  
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source=Patent\_Security\_Agreement#page2.tif  
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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT ("Patent Security Agreement"), dated as of November 29, 2016, is made by PAR TECHNOLOGY CORPORATION (the "Grantor") in favor of JPMORGAN CHASE BANK, N.A., (the "Lender")

WHEREAS, the Grantor, and certain of its affiliates and subsidiaries, have entered into a Credit Agreement, dated of even date herewith (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Lender.

WHEREAS, the Grantor, and certain of its affiliates and subsidiaries (ParTech, Inc., PAR Government Systems Corporation, Rome Research Corporation, Ausable Solutions, Inc., PAR Springer-Miller Systems, Inc., Springer-Miller International, LLC), executed and delivered to the Lender that certain Pledge and Security Agreement, dated as of September 9, 2014 (including Brink Software, Inc. by way of Joinder and Amendment to Pledge and Security Agreement, dated December 18, 2014), as amended by Omnibus Amendment dated of even date herewith (as may be further amended, restated, supplemented or otherwise modified from time to time, collectively, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this Patent Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Lender as follows:

1. **Definitions.** Capitalized terms used and not defined in this Patent Security Agreement shall have the respective meanings given them in the Credit Agreement.

2. **Grant of Security.** Grantor hereby pledges and grants to the Lender for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Patent Collateral"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (collectively, the "Patents");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

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3. **Recordation.** Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Patent Security Agreement upon request by the Lender.

4. **Loan Documents.** This Patent Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Patent Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this Patent Security Agreement shall be deemed to limit such rights and remedies.

5. **Execution in Counterparts.** This Patent Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

6. **Successors and Assigns.** This Patent Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


7. **Governing Law.** This Patent Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Patent Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer as of the date set forth below.

GRANTOR

PAR TECHNOLOGY CORPORATION

By:   
Name: Karen L. Sammon  
Title: President & CEO

ACKNOWLEDGED:

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_  
Name: Jean M. Lamardo  
Title: Senior Underwriter

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IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer as of the date set forth below.

GRANTOR

PAR TECHNOLOGY CORPORATION

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

ACKNOWLEDGED:

JPMORGAN CHASE BANK, N.A.

By: Jean M. Larnardo  
Name: Jean M. Larnardo  
Title: Senior Underwriter

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STATE OF NEW YORK )  
COUNTY OF Oneida ) ss:

On the 22<sup>nd</sup> day of November, 2016, before me personally appeared Karen E. Sammons, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Holly A. Gaetano  
Notary Public # DGAG177L93

HOLLY A. GAETANO  
Notary Public, State of New York  
Qualified in Oneida County  
My Commission Expires 11/19/2019

STATE OF NEW YORK )  
COUNTY OF ONONDAGA ) ss:

On the \_\_\_\_ day of November, 2016, before me personally appeared JEAN M. LAMARDO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

\_\_\_\_\_  
Notary Public

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STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) ss:

On the \_\_\_\_\_ day of November, 2016, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF ONONDAGA ) ss:

On the 2nd day of November, 2016, before me personally appeared JEAN M. LAMARDO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

  
\_\_\_\_\_  
Notary Public

CAROL A. HAYES  
Notary Public in the State of New York  
Qualified in Oswego County No. 01HA4801780  
My Commission Expires September 30, 20 17

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PATENT  
REEL: 040479 FRAME: 0474



Schedule 1  
to  
Patent Security Agreement

**PATENTS - OWNED**

<b>Name of Grantor</b>	<b>Patent Description</b>	<b>Country</b>	<b>Patent Number</b>	<b>Issue Date</b>
PAR Technology Corporation	Temperature Monitoring Device for Workflow Monitoring System	USA	8,931,952	01/13/15
PAR Technology Corporation	Temperature Monitoring Device for Workflow Monitoring System	USA	9,304,045	04/05/16
PAR Technology Corporation	Software Development Kit for LIDAR Data	USA	9,354,825	05/31/16
PAR Technology Corporation	Software Development Kit for LIDAR Data	USA	9,407,285	08/02/16

**PATENT APPLICATIONS**

<b>Name of Grantor</b>	<b>Patent Application</b>	<b>Country</b>	<b>Application Filing Date</b>	<b>Application Serial Number</b>
PAR Technology Corporation	Point of Sale Terminal	IB	09/27/15	35001089
PAR Technology Corporation	Temperature Monitoring Device for Workflow Monitoring System	EP	03/09/15	13782152.6
PAR Technology Corporation	Temperature Monitoring Device for Workflow Monitoring System	USA	05/13/15	14/593698
PAR Technology Corporation	Software Development Kit for Imaging Data	USA	08/24/15	14/625587
PAR Technology Corporation	Monitor Tilt Mechanism for Point of Sale Terminal	USA	10/07/16	15/279750
PAR Technology Corporation	Monitor Tilt Mechanism for Point of Sale Terminal	PCT	10/07/16	PCT/US16/54359

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