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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM674676

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association, as Collateral Agent		09/14/2021	National Banking Association: UNITED STATES

# **RECEIVING PARTY DATA**

Name:	ORBCOMM LLC		
Street Address:	395 W. Passaic St.		
Internal Address:	Ste 325		
City:	Rochelle Park		
State/Country:	NEW JERSEY		
Postal Code:	07662		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Startrak Information Technologies, LLC		
Street Address:	395 W. Passaic St.		
Internal Address:	Ste 325		
City:	Rochelle Park		
State/Country:	NEW JERSEY		
Postal Code:	07662		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	StarTrak Logistics Management Solutions, LLC		
Street Address:	395 W. Passaic St.		
Internal Address:	Ste 325		
City:	Rochelle Park		
State/Country:	NEW JERSEY		
Postal Code:	07662		
Entity Type:	Limited Liability Company: DELAWARE		

# **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark			
Serial Number:	78226712	CARGOWATCH			
Serial Number:	75579868	HEALTHTRAK			
Serial Number:	74333640	ORBCOMM			

TRADEMARK

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Property Type	Number	Word Mark			
Serial Number:	75127471	ORBCOMM			
Serial Number:	87275122	ORBCOMM			
Serial Number:	77179265	REEFERTRAK			
Serial Number:	87336773	VERIOT			

### **CORRESPONDENCE DATA**

**Fax Number:** 3125693000

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.

**Phone:** 312-569-1459

**Email:** erin.theroux@faegredrinker.com

Correspondent Name: Melissa S. Dillenbeck

Address Line 1: 191 N. Wacker Drive, Suite 3700

Address Line 2: FAEGRE DRINKER BIDDLE & REATH LLP

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	206287.577528
NAME OF SUBMITTER:	Erin N. Theroux
SIGNATURE:	/Erin N. Theroux/
DATE SIGNED:	09/15/2021

### **Total Attachments: 3**

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### DECLARATION OF RELEASE OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, PAR Technology Corporation, a Delaware corporation, StarTrak Logistics Management Solutions, LLC, a Delaware limited liability company, Startrak Information Technologies, LLC, a Delaware limited liability company, and ORBCOMM LLC, a Delaware limited liability company (each, a "Grantor" and, collectively, the "Grantors"), own and use in their respective businesses certain Trademark Collateral (as defined below), including without limitation the trademark registrations and trademark applications listed in <u>Schedule A</u> hereto and incorporated by this reference;

WHEREAS, Grantors are party to a Security Agreement, dated as of April 10, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantors, the other grantors party thereto, and U.S. Bank National Association, solely in its capacity as Collateral Agent for the Secured Parties (in such capacity, the "Collateral Agent");

WHERAS, Grantors and the Collateral Agent are parties to that certain Trademark Security Agreement dated as of April 10, 2017, which was recorded on May 11, 2017 with the United States Patent and Trademark Office ("USPTO") at Reel/Frame 6054/0782 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each Grantor granted to the Collateral Agent a security interest in all of each such Grantor's right, title and interest in and to the following, in each case whether then-owned or existing or thereafter acquired, developed, created or arising and wherever located (collectively, the "**Trademark Collateral**"), other than the Excluded Property (as defined in the Security Agreement):

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or thereafter adopted and used, in its business (including without limitation, the trademark registrations and trademark applications set forth on Schedule A to the Trademark Security Agreement and Schedule A to this Declaration of Release of Security Interest in Trademarks) (collectively, the "Trademarks");
- (ii) all goodwill of each such Grantor's business symbolized by the Trademarks associated therewith;
- (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing; and

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WHEREAS, each Grantor satisfied all of its obligations owed to the Collateral Agent under the Security Agreement and the Trademark Security Agreement (and any other instrument referenced in either of the foregoing).

NOW, THEREFORE, upon knowledge and belief, the Security Agreement and the Trademark Security Agreement (and any other instrument referenced in either of the foregoing) are no longer valid liens against the Trademark Collateral, including without limitation the trademark registrations and trademark applications set forth on Schedule A hereto, and should be recorded with the USPTO as released with respect to such Trademark Collateral.

The undersigned, being hereby warned that willful false statements are punishable by fine and/or imprisonment, under 18 U.S.C. 1001, and that any such willful false statements would jeopardize the validity of this Declaration of Release of Security Interest in Trademarks, declares that all statements made herein are true and accurate to the best of knowledge and belief.

By:	N. S.	Jane.		

Printed Name:	Chris Le Brun
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Title: EVP, Chief Legal and Human Resources Officer

Date: September 14, 2021

# **SCHEDULE A**

# U.S. Trademarks:

	Registration /	Registration /	Trademark
Registered Owner	Appl. Number	Appl. Date	
StarTrak Logistics Man- agement Solutions, LLC	78/226712	18-Mar-2003	CARGOWATCH
Startrak Information Technologies, LLC	75/579868	30-Oct-1998	HEALTHTRAK
Orbcomm LLC	74/333640	23-Nov-1992	ORBCOMM ORBCOMM
Orbcomm LLC	75/127471	01-Jul-1996	ORBCOMM
ORBCOMMILC	87/275,122	20-Dec-2017	ORBCOMM (logo)
Startrak Information Technologies, LLC	77/1.79265	11-May-2007	REEFERTRAK
Orbcomm LLC	87336773	15-Feb-2017	Veriot

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**RECORDED: 09/15/2021** 

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