Form PTO-1594 (Rev. 06/04) OMB Collection 0651-0027 (ex.p. 6/30/2005	U.S. OEPARTMENT OF COMME United States Patent and Trademark C	
RECORDATION	FORM COVER SHEET	***************************************
TRADEMARKS ONLY		
To the director of the U. S. Patent and Trademark Office: Ple	ase record the attached documents or the new address(es) below.	(I) I (04
Name of conveying party(ies)/Execution Date(s):	2. Name and address of receiving party(ies)	
Par Technology Corporation	Additional names, addresses, or citizenship ettached?	
	Name: JPMorgan Chase Bank, N.A.	
	Internal Address:	
☐ Individual(s) ☐Association		
☐General Partnership ☐Limited Partnership	Street Address: One Chase Square	
⊠Corporation-State	City: Rochester	
Other:	State: New York	
Citizenship (see guidelines) <u>Delaware</u>	Country:USA Zip: 14643	
Execution Date(s) September 9, 2014 Additional names of conveying parties attached? No		
	☐ Association Citizenship <u>U.S.A.</u>	
3. Nature of conveyance:	General Partnership Citizenship	
☐ Assignment ☐ Merger	Limited Partnership Citizenship	
⊠ Security Agreement	Corporation Citizenship	
C) Other	☐ Other ☐ Citizenship	
	If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐Yes ☐ No (Designations must be a separate document from assignment)	
 Application number(s) or registration number(s) and iden Trademark Application No.(s) SEE SCHEDULE A ANNEXED 	tification or description of the Trademark.)
HERETO	HERETO	No
C. Identification or Description of Trademark(s) (and Filing Date	are the same of the sale of th	MANITE AND
SEE SCHEDULE A ANNEXED HERETO		
5. Name address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:	
Name: Susan O'Brien		
Internal Address: CT Lien Solutions	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$490.00 Authorized to be charged by credit card	
Street Address: 187 Wolf Road - Suite 101	Authorized to be charged to deposit account	
City: Albany	Enclosed 8. Payment Information:	
State: New York Zip: 12205	MAIL	
Phone Number: <u>800-342-3676</u>	a. Credit Card Last 4 Numbers Expiration Date 3114	
Fax Number: <u>800-962-7049</u>	b. Deposit Account Number	
Email Address: cls-udsalbany@wolterskiuwer.com	Authorized User Name:	
9. Signature:	9/11/16/	
Signature	Date	
Michael G. Regina Name of Person Signing	Total number of pages including cover sheet, attachments, and document.	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6985, or mailed to: Mail Stop Azaignment Recordation Services. Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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ADDITIONAL NAMES OF CONVEYING PARTIES

Par Springer-Miller Systems, Inc.

Corporation

Delaware

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SCHEDULE A TO TRADEMARKS ONLY RECORDATION

TRADEMARK REGISTRATIONS AND APPLICATIONS

Tr	ade	ma	rks:

Par Technology Corporation:			
121 Technology Corporation.	Registration No.		Registration Date:
	see Mariera de la constitución d	Of the first section of the section	
ISIVA (USA)		2,660,448	12/10/02
PAR		3,686,108	09/22/09
PAR EVERSERV (USA)		3,880,595	11/23/10
PAR (with pineapple top logo) (U	SA)	3,941,798	04/05/11
cPAR EVERSERV Logo (USA)		3,941,799	04/05/11
BOUNDLESS RETAILING BY P	'AR Logo	3,941,800	04/05/11
(USA)		J ₃ ,741,000	0-703711
BOUNDLESS RETAILING BY F	'AR Logo	3,941,801	04/05/11
(USA)			
PIXELPOINT (USA)		4,022,394	09/06/11
ATRIO (USA)		4,209,862	09/18/12
ATRIO Logo (USA)		4,209,863	09/18/12
Gv2F (stylized)		011015245	12/12/12
Gv2F (stylized)		4,362,144	07/02/13
SURECHECK (USA)		4,385,335	08/13/13
POWERING BETTER GUEST E	XPERIENCES	4,495,760	03/11/14
(USA)		,, ., ., .,	Server And And T
PAR Springer-Miller Systems			
Corporation:			
SMS HOST and Design (US)		2,081,303	07/22/97
SPASOFT		1,954,249	02/06/96
SPRINGER-MILLER SYSTEMS		2,063,303	05/20/97
51 MAYOUM-MILLER BIBILING		ريان ليونين ومد	03/20/97
Trademark Applications:			
PAR Technology Corporation:			
	Application Fi		Application Serial No.:
GV (& globe) logo (USA)	03/04/14 -	Published	85/870683
SURECHECK logo			
(mobile app icon; notepad with	01/21/14 -	Published	86/030314
pineapple + 2 checkmarks)(USA)			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of September 9, 2014, is made by the parties listed on the signature pages hereof (collectively, the "Grantors") in favor of JPMorgan Chase Bank, N.A. (the "Lender").

WHEREAS, the Grantors and certain of their affiliates and subsidiaries have entered into a Credit Agreement, dated as of September 9, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Lender.

WHEREAS, as a condition precedent to the making of loans by the Lender under the Credit Agreement, each Grantor has executed and delivered to the Lender that certain Pledge and Security Agreement, dated as of September 9, 2014, made by and among the Grantors, certain affiliates and subsidiaries of Grantors and the Lender (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have 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 Trademark 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 Trademark Security Agreement shall have the respective meanings given them in the Credit Agreement.
- 2. Grant of Security. Each 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 "Trademark Collateral"):
- (a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;
- (b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

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- (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, dilution, 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.
- 3. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.
- 4. Loan Documents. This Trademark 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 Trademark Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.
- 5. Execution in Counterparts. This Trademark 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 Trademark 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 Trademark Security Agreement.
- 6. Successors and Assigns. This Trademark 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 Trademark 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 Trademark 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).

[Signature page follows]

2

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PAR TECHNOLOGY CORPORATION

Name: Ronald J. Casciano

Title: President & CEO

PAR SPRINGER - MILLER SYSTEMS, INC.

Name: Ronald J. Casciano

Title: Treasurer

[Trademark Security Agreement]

Agreed to and accepted:

JPMORGAN CHASE BANK, N.A..

as Lender

Marie C. Dubamel, Authorized Office

[Trademark Security Agreement]

SCHEDULE 1 TRADEMARK REGISTRATIONS AND APPLICATIONS

See Attached.

B. PAR SPRINGER - MILLER SYSTEMS, INC.

See Attached.

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Trademarks:</u> Par Technology Corporation:

rar recanning Corporation:	Registration No.	Registration Date:
ISIVA (USA)	2,660,448	12/10/02
CARGO*MATE (Canada)	693,742	08/08/07
PAR	3,686,108	09/22/09
PAR EVERSERV	•	00/04/00
(EU)	007435456	09/24/09
PAR EVERSERV	#10 CMA#	1070040
(China – Peoples Republic)	7196207	10/28/10
PAR EVERSERV (ÚSA)	3,880,595	11/23/10
PAR (with pineapple top logo) (USA)	3,941,798	04/05/11
ePAR EVERSERV Logo (USA)	3,941,799	04/05/11
BOUNDLESS RETAILING BY PAR Logo	•	0.4/05/11
(USA)	× 3,941,800	04/05/11
BOUNDLESS RETAILING BY PAR Logo	3 3 041 001	64/66/11
(USA)	3,941,801	04/05/11
PIXELPOINT (USA)	4,022,394	09/06/11
ATRIO (Int'l –		
Madrid Protocol; EU; Egypt; Australia;	1131455	08/01/12
Singapore)		
ATRIO Logo (Int'l - Madrid Protocol; EU;	, 1130070	08/01/12
China; Egypt; Australia; Singapore)	1130070	00/01/12
ATRIO (USA)	4,209,862	09/18/12
ATRIO Logo (USA)	4,209,863	09/18/12
Gv2F (stylized)	011015245	12/12/12
SURECHECK (Int'l - Madrid Protocol;	1,156,524	03/06/13
CTM; Japan; New Zealand; Australia)	4 4 4 200 g 20 da 19	03/00/13
Gv2F (stylized)	4,362,144	07/02/13
SURECHECK (USA)	4,385,335	08/13/13
ATRIO (Mexico)	1,396,664	09/11/13
GV (& globe) logo (EU)	011760899	09/16/13
ATRIO (Canada)	1588493 - Publishe	ed 10/02/13
Gv2F Logo (globe design) (EU)	011015401	10/04/13
SURECHECK logo		
(mobile app icon; notepad with pineapple !	1,190,936	12/17/13
checkmarks) (Int'l - Madrid Protocol;	*, * >\\$, >,\()	1.4/11/13
Australia; CTM; Japan; New Zealand)		
POWERING BETTER GUEST	4,495,760	03/11/14
EXPERIENCES (USA)	4444400	QD/11/14

8424320,1

ATRIO Logo (Mexico)	1424716	06/07/14
PAR Springer-Miller Systems Corporation:		
SMS HOST and Design (US)	2,081,303	07/22/97
SMS HOST and Design (CA)	TMA493,408	04/21/98
SMS HOST and Design (Egypt)	104,455	21/21/96
SMS HOST and Design (Singapore)	T96/13576D	06/20/96
SMS HOST (stylized) (Malaysia)	97/001338	08/18//#1
SPASOFT	1,954,249	02/06/96
SPRINGER-MILLER SYSTEMS	2,063,303	05/20/97

Trademark Applications: PAR Technology Corporation:

	Application Filing Date:	Application Serial No.:
ePAR EVERSERV Logo (Mexico)	09/24/13 - Pending	1415728
ePAR EVERSERV Logo (Mexico)	09/24/13 – Pending	1415727
ePAR EVERSERV Logo (Mexico)	09/24/13 - Pending	1415726
ATRIO (Canada)	08/01/12 - Pending	1588494
ATRIO (India)	08/16/12 - Pending	2380474
ATRIO Logo (India)	08/16/12 - Pending	2380473
ATRIO (Mexico)	08/09/12 - Pending	1298813
ATRIO Logo (Mexico)	08/09/12 - Pending	1298811
SURECHECK (Canada) SURECHECK logo	03/12/13 - Pending	1617780
(mobile app icon; notepad with pineapple + 2 checkmarks) (Canada)	01/08/14 - Pending	1658733
GV (& globe) logo (USA) SURECHECK logo	03/04/14 - Published	85/870683
(mobile app icon; notepad with pineapple + 2 checkmarks)(USA)	01/21/14 - Published	86/030314

8424320,1

RECORDED: 09/10/2014