

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM476766

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PAR TECHNOLOGY CORPORATION		06/05/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citizens Bank, N.A.		
<b>Street Address:</b>	126 East Avenue, Suite 100		
<b>City:</b>	Rochester		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14604		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4803900	BRINK POS	
<b>Registration Number:</b>	4642168		
<b>Registration Number:</b>	4668134	GV	
<b>Registration Number:</b>	4362144	GV2F	
<b>Registration Number:</b>	3941798	PAR	
<b>Registration Number:</b>	3686108	PAR	
<b>Registration Number:</b>	3880595	PAR EVERSERV	
<b>Registration Number:</b>	4955545	PAR GOVERNMENT	
<b>Registration Number:</b>	4022394	PIXELPOINT	
<b>Registration Number:</b>	4495760	POWERING BETTER GUEST EXPERIENCES	
<b>Registration Number:</b>	4385335	SURECHECK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8669471121		
<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>	585-263-1000		
<b>Email:</b>	nytm@nixonpeabody.com		
<b>Correspondent Name:</b>	Kristen M. Walsh, Nixon Peabody LLP		
<b>Address Line 1:</b>	1300 Clinton Square		

CH \$290.00 4803900

<b>Address Line 4:</b>	Rochester, NEW YORK 14604
<b>ATTORNEY DOCKET NUMBER:</b>	726528-105
<b>NAME OF SUBMITTER:</b>	Kristen Mollnow Walsh
<b>SIGNATURE:</b>	/kristenmollnowwalsh/
<b>DATE SIGNED:</b>	06/05/2018
<b>Total Attachments: 5</b> source=Citizens Bank Trademark Security Agreement#page1.tif source=Citizens Bank Trademark Security Agreement#page2.tif source=Citizens Bank Trademark Security Agreement#page3.tif source=Citizens Bank Trademark Security Agreement#page4.tif source=Citizens Bank Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 5, 2018 (as amended, restated, supplemented or otherwise modified, this "Agreement"), among PAR TECHNOLOGY CORPORATION, a Delaware corporation (the "Borrower"), each Subsidiary party hereto as of the date hereof (collectively, the "Subsidiaries" and together with the Borrower, the "Grantors") and CITIZENS BANK, N.A., as the secured party (in such capacity, the "Secured Party").

Reference is made to (a) the Credit Agreement, dated as of June 5, 2018 among the Borrower, the Loan Parties from time to time party thereto and the Secured Party (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (b) the Pledge and Security Agreement, dated as of June 5, 2018, by and among the Grantors party thereto and the Secured Party (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Secured Party has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Secured Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligation of the Secured Party to extend such credit is conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Secured Party (and its successors and assigns) a security interest in, all such Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),

all reissues, continuations, extensions and renewals thereof and amendments thereto,

all goodwill associated therewith or symbolized by any of the foregoing,

all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

all other assets, rights and interests that uniquely reflect or embody such goodwill.

3     Security Agreement. The security interests granted to the Secured Party herein are granted in furtherance, and not in limitation of, the security interests granted to the Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.


4     Counterparts. This 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 of this Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

5.     Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

**PAR TECHNOLOGY CORPORATION**

By:   
Name: Bryan A. Menar  
Title: Chief Financial Officer & Vice President

**CITIZENS BANK, N.A., as Secured Party**

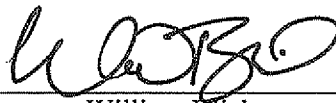
By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

**PAR TECHNOLOGY CORPORATION**

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

**CITIZENS BANK, N.A., as Secured Party**

By:  \_\_\_\_\_  
Name: William Bliet  
Title: Vice President

SCHEDULE I  
TRADEMARKS

Mark	Reg. No.	Reg. Date	Serial No.	Filing Date	Owner of Record
BRINK POS	4,803,900	09/01/2015	86/517238	01/28/2015	PAR Technology Corporation
Design only	4,642,168	11/18/2014	86/030314	08/06/2013	PAR Technology Corporation
GV (and Design)	4,668,134	01/06/2015	85/870683	03/08/2013	PAR Technology Corporation
GV2F (Stylized)	4,362,144	07/02/2013	85/561957	03/06/2012	PAR Technology Corporation
PAR (and Design)	3,941,798	04/05/2011	77/918997	01/25/2010	PAR Technology Corporation
PAR (Stylized)	3,686,108	09/22/2009	78/422420	05/20/2004	PAR Technology Corporation
PAR EVERSERV	3,880,595	11/23/2010	77/657582	01/27/2009	PAR Technology Corporation
PAR GOVERNMENT (Stylized)	4,955,545	05/10/2016	86/759491	09/17/2015	PAR Technology Corporation
PIXELPOINT	4,022,394	09/06/2011	85/232550	02/02/2011	PAR Technology Corporation
POWERING BETTER GUEST EXPERIENCES	4,495,760	03/11/2014	85/754120	10/15/2012	PAR Technology Corporation
SURECHECK	4,385,335	08/13/2013	85/663648	06/28/2012	PAR Technology Corporation