

07-29-2002

Form PT-559

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

102171584

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
ACAS Acquisitions (PaR Systems), Inc.
PaR Acquisition Corp., Inc.
PaR Systems, Inc.

4.19.02

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other Change of Address

Execution date: March 29, 2002

2. Name and address of receiving party(ies):

Name:

American Capital Financial Services, Inc.

Internal

Address:

Street Address: 2 Bethesda Metro Center, 14th FloorCity: Bethesda State: MD Zip: 20814

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other

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)
 Additional name(s) & address(es) attached: ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See Schedule I

B. Trademark Registration No.(s)

See Schedule I
2080152
1981868
758,818
1298496
1291854

Additional number(s) attached

☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Christopher K. AidunInternal Address: Weil, Gotshal & Manges LLPStreet Address: 767 5th AvenueCity: New York State: NY Zip: 101536. Total number of applications and registrations involved: 57. Total fee (37 CFR 3.41): \$ 140.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number: 23-0800

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Phyllis Eremitaggio

Name of Person Signing

Signature

April 19, 2002

Date

04/30/2002 LUELLER 00000195 230800 EREMITAGGIO P

01 FC:481 40.00 CH
02 FC:482 100.00 CH

Total number of pages including cover sheet, attachments, and document: 15
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March __, 2002 by ACAS Acquisitions (PaR Systems), Inc., a Delaware corporation ("ACAS (PaR Systems)"), PaR Acquisition Corp., Inc., a Delaware corporation (the "Parent"), PaR Systems, Inc., an Illinois corporation ("PaR Subsidiary," and together with ACAS (PaR Systems) and the Parent, each, a "Grantor" and, collectively, the "Grantors"), in favor of American Capital Financial Services, Inc. ("ACFS"), as agent for the Purchasers (as defined in the Purchase Agreement referred to below) (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit and Note and Equity Purchase Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") among the Grantors, the Purchasers party thereto and ACFS, as agent for the Purchasers, the Purchasers have severally agreed to purchase certain Notes upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is party to a Security Agreement of even date herewith in favor of the Agent (the "Security Agreement") and each Grantor is required to execute and deliver this Trademark Security Agreement pursuant to the Security Agreement and the Purchase Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and the Agent to enter into the Purchase Agreement and to induce the Purchasers to purchase the Notes thereunder, each Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Purchase Agreement or in the Security Agreement and used herein have the meaning given to them in the Purchase Agreement or the Security Agreement.

As used herein, the following terms shall have the following meanings:

"Trademark" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals thereof.

"Trademark License" means any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark.

SECTION 2. Grant of Security Interest in Trademark Collateral Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor,

hereby assigns, conveys, mortgages, pledges, hypothecates, transfers and grants to the Agent for the benefit of the Purchasers, a continuing first priority lien on and security interest in, all of its right, title and interest in, to and under the following whether presently existing or hereafter created or acquired (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark License.

SECTION 3. Conditional Assignment of Trademarks. (a) In addition, each Grantor hereby authorizes the Agent to complete as assignee, execute pursuant to the power of attorney, and record with the United States Patent and Trademark Office and in any other applicable public office or agency of the United States, any State or Territory thereof, or any other country, a document in substantially the form of Exhibit A (the "Assignment of Marks"), upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Agent's remedies under the Security Agreement and this Trademark Security Agreement.

(b) In addition to, and not by way of limitation of, the grant of a security interest in the Trademark Collateral provided in Section 2, as collateral security for the complete and timely payment, performance and satisfaction of the Obligations, each Grantor hereby assigns, conveys, mortgages, pledges, hypothecates, transfers and grants to the Agent, on behalf of itself and the Agent, its entire right, title and interest in, to and under the Trademark Collateral; provided, however, that such assignment, conveyance, mortgage, pledge, hypothecation, transfer and grant shall be and become of force and effect, with respect to any item of the Trademark Collateral, only: (i) upon or after the occurrence or during the continuance of an Event of Default; and (ii) either (A) upon the written demand of the Agent at any time during such continuance, or (B) immediately and automatically, without any notice or action of any kind by the Agent, upon the sale or other disposition of such item of the Trademark Collateral by Agent pursuant to Article 9 of the UCC (including the transfer or other disposition of such item by such Grantor to the Agent in lieu of foreclosure).

(c) Notwithstanding any of the foregoing, so long as no Event of Default has occurred and is continuing, and except as otherwise provided in the Security Agreement and this Trademark Security Agreement, the Grantors shall be permitted to remain in full possession, enjoyment and control of all of their right, title and interest in the Trademark Collateral and to manage, operate, dispose and use the same and each part thereof, in each case, as permitted hereunder, with all the rights pertaining thereto. In such event, all of the goodwill embodied in and associated with such Trademark Collateral shall inure to the benefit of each Grantor.

SECTION 4. Grantor Remains Liable. It is expressly agreed by each Grantor that, anything herein to the contrary notwithstanding, such Grantor shall assume full and

complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks or Trademark Licenses, and shall hold the Agent harmless from any and all costs, damages, liabilities and expenses that may be incurred in connection with the Agent's interest in such Trademarks or Trademark Licenses or any other action or failure to act in connection with this Trademark Security Agreement. Each Grantor shall remain liable for any and all claims by any Person that the conduct of such Grantor's business or products or processes of such Grantor infringe any rights of such person.

SECTION 5. **Security Agreement**. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 6. **Counterparts**. This Trademark Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

[signature page follows]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ACAS ACQUISITIONS (PAR SYSTEMS),
INC.

By: _____
Name:
Title:

PAR ACQUISITION CORP., INC.

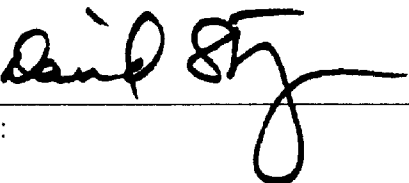
By: _____
Name:
Title:

PAR SYSTEMS, INC.

By: _____
Name:
Title:

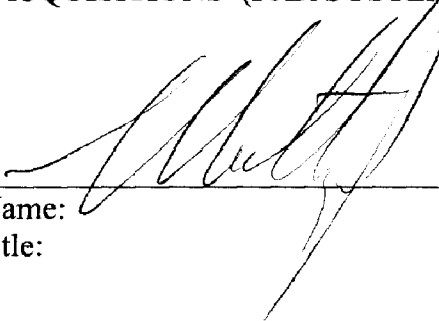
Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
as Agent


By:  _____
Name:
Title:

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

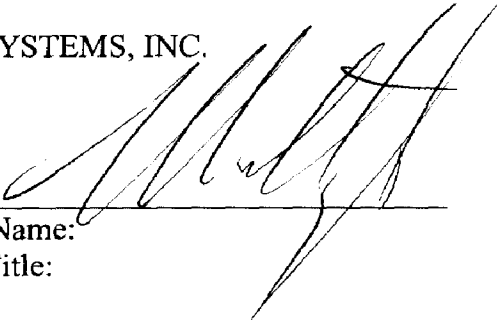
ACAS ACQUISITIONS (PAR SYSTEMS),
INC.

By: 
Name:
Title:

PAR ACQUISITION CORP., INC.

By: 
Name:
Title:

PAR SYSTEMS, INC.

By: 
Name:
Title:

Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
as Agent

By: _____
Name:
Title:

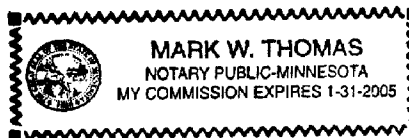
ACKNOWLEDGEMENT OF GRANTOR

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 29th day of March, 2002 before me personally appeared MARK WRIGHTSMAN, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ACAS Acquisitions (PaR Systems), Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

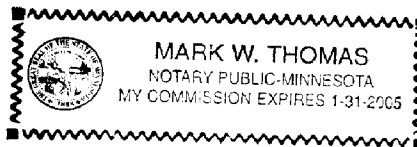


ACKNOWLEDGEMENT OF GRANTOR

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 29th day of March, 2002 before me personally appeared MARK WRIGHTSMAN, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PaR Systems, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Mark W. Thomas
Notary Public



ACKNOWLEDGEMENT OF GRANTOR

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 29th day of March, 2002 before me personally appeared MARK WRIGHTSMAN, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PaR Acquisition Corp., Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Mark W. Thomas
Notary Public

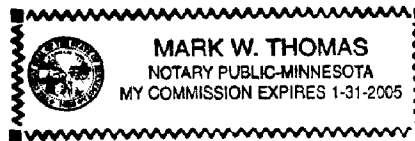


EXHIBIT A

ASSIGNMENT OF MARKS

WHEREAS, ACAS Acquisitions (PaR Systems), Inc. and PaR Systems, Inc. (the "Assignors") have adopted and used and are using the trademarks identified on Schedule A hereto as indicated therein (the "Marks"), and are the owner of the registrations and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Schedule as indicated therein; and

WHEREAS, American Capital Financial Services, Inc. (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignors do hereby assign, sell and transfer unto the Assignee all of their right, title and interest in and to the Marks, together with (a) the registrations of and pending registration applications for such Marks, (b) the goodwill of the business symbolized by and associated with such Marks and the registrations and pending registration applications thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements or dilution of or damage or injury to such Marks, the registrations or pending registration applications thereof, or such associated goodwill.

This Assignment of Marks is intended to and shall take effect at such time as the Assignee shall complete this instrument by signing its acceptance of this Assignment of Marks below.

[signature page follows]

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Marks to be executed and delivered by its duly authorized officer as of the date first set forth above.

ACAS ACQUISITIONS (PAR SYSTEMS),
INC. (ASSIGNOR)

By: _____
Name:
Title:

PAR SYSTEMS, INC. (ASSIGNOR)

By: _____
Name:
Title:

AMERICAN CAPITAL FINANCIAL
SERVICES, INC. (ASSIGNEE)

By: _____
Name:
Title:

SCHEDULE A
to
ASSIGNMENT OF MARKS

[to be completed at time of assignment]

SCHEDULE I

SCHEDULE OF TRADEMARKS

CIMROC
MINI MANIP
PAR SYSTEMS & design
VECTOR
XR

1135525\03\C6D031.DOC\14082.0006

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

RECORDED: 04/19/2002

**TRADEMARK
REEL: 002551 FRAME: 0097**