

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PaR Systems, Inc.		05/07/2004	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	PaR Systems, Inc.
Street Address:	899 West Highway 96
City:	Shoreview
State/Country:	MINNESOTA
Postal Code:	55126
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1298496	CIMROC
Registration Number:	1291854	XR
Registration Number:	1981868	PAR SYSTEMS
Registration Number:	2080152	VECTOR
Registration Number:	2824058	PR
Registration Number:	2824059	TR
Registration Number:	2824041	MR

CORRESPONDENCE DATA

Fax Number: (312)861-8937

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: jeffrey.o.davidson@bakernet.com

Correspondent Name: Jeffrey O. Davidson

Address Line 1: 130 E. Randolph Drive

Address Line 2: Suite 3500

Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER:

Jeffrey O. Davidson

TRADEMARK

900007863

REEL: 002844 FRAME: 0545

CH \$190.00 1298496

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment Agreement"), dated as of May 7th, 2004, is entered into by and between PaR Systems, Inc., an Illinois corporation ("Assignor"), and PaR Systems, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to the Agreement and Plan of Reorganization of even date (the "Reorganization Agreement"), by which Assignor grants and Assignee acquires certain assets of Assignor upon the terms and subject to the conditions set forth in the Reorganization Agreement;

WHEREAS, pursuant to the Reorganization Agreement, Assignor wishes to assign and Assignee wishes to acquire all of Assignor's right, title and interest worldwide in and to the trademarks and service marks set forth on the attached Schedule A and the goodwill relating thereto, together with any registrations and pending applications therefor, for use on or in connection with (a) in the case of such registered trademarks and services marks, the goods and services listed in the corresponding registration, and (b) in the case of such unregistered trademarks and service marks, the corresponding goods and services of Assignor (the "Assigned Marks");

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged by Assignor and Assignee, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment.

(a) Assignor hereby conveys, assigns, and transfers to Assignee all its right, title and interest worldwide in and to the Assigned Marks and the goodwill appurtenant thereto, together with any registrations and pending applications therefor, along with the right to recover for damages and profits for past infringements thereof.

(b) Assignor reserves to itself the right to use the "PAR" name and mark (including but not limited to corporate name, company name, trademark, service mark and domain name), the PaR trade dress and logo, as shown on Schedule B to that certain PaR Technology and Trademark Transfer, License and Distribution Agreement between Assignor and Assignee of even date ("PaR Technology Agreement"), and any and all rights thereto including the goodwill related to the PaR Nuclear Market (as defined in the PaR Technology Agreement) and the Supplemental PaR Nuclear Market (as defined in the PaR Technology Agreement), used by Assignor together with the term "Nuclear" as contemplated by the PaR Technology Agreement.

Section 2. Counterparts.

This Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist

of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

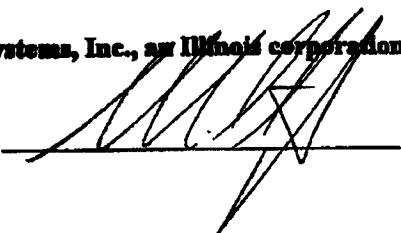
Section 3. Further Assurances.

Assignor agrees to execute any further documents as may be reasonably required by Assignee to effectuate and record this assignment and transfer on a worldwide basis.

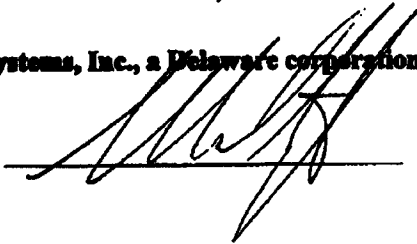
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IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the date first above written.

PaR Systems, Inc., an Illinois corporation (Assignor)

By: 
Name:
Title:

PaR Systems, Inc., a Delaware corporation (Assignee)

By: 
Name:
Title:

SUBSCRIBED AND SWORN to before me this ____ day of May 2004.


Notary Public



SCHEDULE A

<u>Trademark</u>	<u>Reg. No./Appln. No.</u>	<u>Reg./Appln. Date</u>	<u>Country</u>
CIMROC	1,298,496	October 2, 1984	United States
XR	1,291,854	August 28, 1984	United States
PAR SYSTEMS (Stylized)	1,981,868	June 25, 1996	United States
VECTOR	2,080,152	July 15, 1997	United States
PR	2,824,058	March 16, 2004	United States
TR	2,824,059	March 16, 2004	United States
MR	2,824,041	March 16, 2004	United States
PAR SYSTEMS (Words Only)	Unregistered		United States
PAR (Block Letters)	Unregistered		United States
PAR (Stylized Design)	Unregistered		United States
XR 125	Unregistered		United States
XR 225	Unregistered		United States
XR 325	Unregistered		United States