

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Correction of Misrecorded assignment recorded at reel/frame2722/0781 to be corrected to "Security Agreement" not "Assignment"

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ederer, LLC	Ederer Acquisition, LLC	12/31/2002	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	GMAC BUSINESS CREDIT, LLC
Street Address:	461 Fifth Avenue
Internal Address:	21st Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Liability Company:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1172881	X-SAM

CORRESPONDENCE DATA

Fax Number: (206)682-6031

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

Phone: (206) 622-4900

Email: LorraineL@SeedIP.com

Correspondent Name: Seed Intellectual Property Law Group PLL

Address Line 1: 701 Fifth Avenue

Address Line 2: Suite 6300

Address Line 4: Seattle, WASHINGTON 98104-7092

ATTORNEY DOCKET NUMBER:

290002.201

NAME OF SUBMITTER:

Lorraine Linford

Total Attachments: 4

900010578

TRADEMARK
REEL: 002897 FRAME: 0411

CH 1172881 \$40.00

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SCHEDULE II

I. TRADEMARK REGISTRATIONS

Mark	Application No.	Date Filed	Registration No.	Date Registered	Country
WASHINGTON	72/166,333	4/8/63	765,033	2/18/64	U.S.
X-SAM	73/258,859	4/21/80	1,172,881	10/13/81	U.S.

II. TRADEMARK APPLICATIONS

None

III. TRADEMARK LICENSES

None

**TRADEMARK
REEL: 002722 FRAME: 0782**

**TRADEMARK
REEL: 002897 FRAME: 0413**

PATENT, TRADEMARK AND LICENSE ASSIGNMENT OF SECURITY

WHEREAS, EDERER, LLC (formerly known as Ederer Acquisition, LLC), a limited liability company organized under the laws of the State of Delaware ("Ederer"), with its principal place of business at 899 Highway 96 West, Shoreview, Minnesota 55126, has adopted, used and is using the patents, trademarks and licenses shown in the attached Schedule I (the "Patents" and the "Patent Licenses") and Schedule II (the "Trademarks" and the "Trademark Licenses"), respectively, for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule I and Schedule II; and

WHEREAS, Ederer and PaR Systems, Inc. ("PaR" and, together with Ederer, collectively, the "Borrowers") are obligated to GMAC BUSINESS CREDIT, LLC ("GMACBC") as agent (in such capacity, "Agent") for itself and the financial institutions which are now or which hereafter become a party to the Loan Agreement (as defined below) (GMACBC and each such financial institution a "Lender" and collectively, the "Lenders") pursuant to that certain Loan and Security Agreement, dated the date hereof, among Agent, Lenders, Borrowers and various Loan Parties named therein (as amended, modified, restated or supplemented from time to time, the "Loan Agreement"); and

WHEREAS, pursuant to the Loan Agreement, Ederer has granted or is granting to Agent a security interest in the Patents, Trademarks, Patent Licenses and Trademark Licenses, the goodwill of the businesses symbolized by the Patents, Trademarks, Patent Licenses and Trademark Licenses, and the registrations and applications therefor.

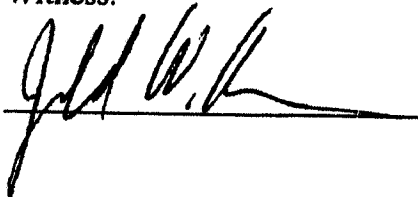
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Ederer does hereby collaterally assign unto Agent and grant to Agent a security interest in and to the Patents, Trademarks, Patent Licenses and Trademark Licenses, together with the goodwill of the business symbolized by the Patents, Trademarks, Patent Licenses and Trademark Licenses, and registrations and applications therefor, which collateral assignment and security interest shall secure all the Obligations as defined in the Loan Agreement and in accordance with the terms and provisions thereof until the expiration of the Termination Date as defined thereunder.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Ederer expressly acknowledges and affirms that the rights and remedies of Agent with respect to the assignment and security interest granted hereby are more fully set forth in the Loan Agreement.

Dated: New York, New York, December 31, 2002

Witness:



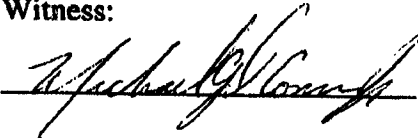
EDERER, LLC (formerly known as Ederer Acquisition, LLC)

By: PaR Systems, Inc. its sole member

By:

Name: MARK WRIGHTSMAN
Title: President & CEO

Witness:



GMAC BUSINESS CREDIT, LLC

By:

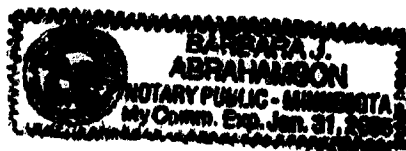
Name: JOSEPH SKAFEROWSKY
Title: DIRECTOR

MINNESOTA
STATE OF NEW YORK)
RAMSEY : ss.:
COUNTY OF NEW YORK)

On this 31st day of December, 2002, before me personally came Mark Wrightman to me known, who, being by me duly sworn, did depose and say that he/she is the President & CEO of PaR Systems, Inc., the sole member of Ederer, LLC (formerly known as Ederer Acquisition, LLC), the Borrower described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of said limited liability company.

Barbara J. Abrahamson
Notary Public

STATE OF NEW YORK)
COUNTY OF NEW YORK) : ss.:



On this 31st day of December, 2002, before me personally came Joseph Skaferowsky to me known, who, being by me duly sworn, did depose and say that he is the Director of GMAC Business Credit, LLC, the limited liability company described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said limited liability company.

Francella H. Ashby
Notary Public

FRANCELLA H. ASHBY
Notary Public, State Of New York
No. 01AS5053925
Qualified In New York County
Commission Expires Jan. 2, 2004

1141177.2/CAS/214516/050 12/26/2002

TRADEMARK
REEL: 002722 FRAME: 0785

RECORDED: 07/21/2004

TRADEMARK
REEL: 002897 FRAME: 0416