

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Par Technology Corporation		06/16/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	500 Plum Street		
City:	Syracuse		
State/Country:	NEW YORK		
Postal Code:	13204		
Entity Type:	Administrative Agent: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2567671	CARGO MATE	
Registration Number:	2983874	CARGOWATCH	
Registration Number:	2559119	INFORM	
Registration Number:	2531589	PARTNERS	
Registration Number:	3248170	VIGO POS	
CORRESPONDENCE DATA			
Fax Number:	(315)218-8100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	315-218-8515		
Email:	gmcguire@bsk.com		
Correspondent Name:	George R. McGuire		
Address Line 1:	One Lincoln Center		
Address Line 4:	Syracuse, NEW YORK 13202		
ATTORNEY DOCKET NUMBER:	PAR TECHNOLOGY		

CH \$140.00 2567671

NAME OF SUBMITTER:	George R. McGuire
Signature:	/george r. mcguire/
Date:	06/16/2008

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

WHEREAS, Par Technology Corporation, a Delaware corporation, (the "Borrower") and Partech Inc., Par Spring-Miller Systems, Inc., Par Government Systems Corporation, Rome Research Corporation and Par-Siva Corporation (the "Loan Parties" and together with the Borrower, the "Grantors"), own the Trademarks and applications for Trademarks listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement dated June 16, 2008 (as same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of June 16, 2008 (as the same may be amended and in effect from time to time, the "Security Agreement") by Grantors in favor of Administrative Agent (in such capacity, "Grantee"), Grantors have granted to Grantee for its benefit and the benefit of Lenders a security interest in substantially all the assets of Grantors including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantors' Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantors under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant to Grantee a continuing security interest in all of Grantors' right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark and application for Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

The security interest granted hereby is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Grantee 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. Terms defined in the Security Agreement and not otherwise defined herein shall have the respective meanings provided for in the Security Agreement.

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be duly executed by its duly authorized officers as of the 16 day of June, 2008.

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be duly executed by its duly authorized officers as of the 16 day of June, 2008.

GRANTORS

PAR TECHNOLOGY CORPORATION

By: 

Name: Ronald J. Casciano
Title: Treasurer

PARTECH, INC.

By: 

Name: Ronald J. Casciano
Title: Treasurer

PAR SPRINGER-MILLER SYSTEMS, INC.

By: 

Name: Ronald J. Casciano
Title: Treasurer

PAR GOVERNMENT SYSTEMS CORPORATION

By: 

Name: Ronald J. Casciano
Title: Treasurer

ROME RESEARCH CORPORATION

By: 

Name: Ronald J. Casciano
Title: Treasurer

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PAR-SIVA CORPORATION



Name: Ronald J. Casciano

Title: Treasurer

ACKNOWLEDGED:

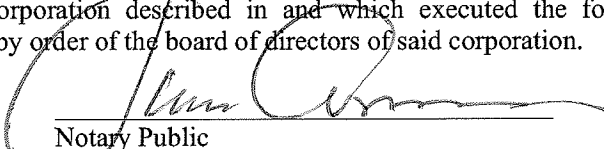
JPMORGAN CHASE BANK, N.A. as Administrative Agent

By: _____

Its: _____

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the 16 day of June 2008 before me personally appeared RONALD J. CASCIANO, to me known, who being by me duly sworn, did depose and say that he is TREASURER of PAR TECHNOLOGY CORPORATION, the corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the board of directors of said corporation.



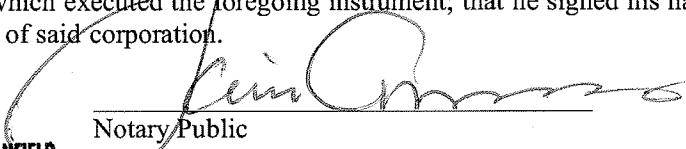
Notary Public

JAMES J. CANFIELD
Notary Public, State of New York
Qualified in Onon. Co. No. 2710442
My Commission Expires 7/30/11

{Seal}
My commission expires: _____

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the 16 day of JUNE 2008 before me personally appeared RONALD J. CASCIANO, to me known, who being by me duly sworn, did depose and say that he is TREASURER of PARTECH, INC., the corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the board of directors of said corporation.



Notary Public

JAMES J. CANFIELD
Notary Public, State of New York
Qualified in Onon. Co. No. 2710442
My Commission Expires 7/30/11

{Seal}
My commission expires: _____

STATE OF NEW YORK)

PAR-SIVA CORPORATION

By: _____

Name: _____

Title: _____

ACKNOWLEDGED:

JPMORGAN CHASE BANK, N.A. as Administrative Agent

By: Jean M. Lamardo

Its: Jean M. Lamardo
Vice President

STATE OF NEW YORK)
COUNTY OF _____) ss:

On the ____ day of _____ before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he is _____ of PAR TECHNOLOGY CORPORATION, the corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the board of directors of said corporation.

Notary Public

{Seal}

My commission expires: _____

STATE OF NEW YORK)
COUNTY OF _____) ss:

On the ____ day of _____ before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he is _____ of PARTECH, INC., the corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the board of directors of said corporation.

Notary Public

{Seal}

My commission expires: _____

STATE OF NEW YORK
COUNTY OF ONONDAGA) ss:

On the 16 day of JUNE, 2008 before me personally appeared RONALD J. CASIMIRO to me known, who being by me duly sworn, did depose and say that he is TREASURER of PAR SPRINGER-MILLER SYSTEMS, INC., the corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the board of directors of said corporation.


Notary Public

JAMES J. CANFIELD
Notary Public, State of New York
Qualified in Onon. Co. No. 4710442
My Commission Expires

{Seal}
My commission expires: 4/30/2011

STATE OF NEW YORK
COUNTY OF ONONDAGA) ss:

On the 16 day of JUNE, 2008 before me personally appeared RONALD J. CASIMIRO to me known, who being by me duly sworn, did depose and say that he is TREASURER of PAR GOVERNMENT SYSTEMS COPORATION, the corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the board of directors of said corporation.

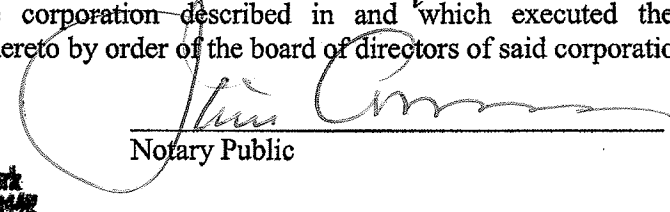

Notary Public

JAMES J. CANFIELD
Notary Public, State of New York
Qualified in Onon. Co. No. 4710442
My Commission Expires

{Seal}
My commission expires: 4/30/2011

STATE OF NEW YORK
COUNTY OF ONONDAGA) ss:

On the 16 day of JUNE, 2008 before me personally appeared RONALD J. CASIMIRO to me known, who being by me duly sworn, did depose and say that he is TREASURER of ROME RESEARCH CORPORATION, the corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the board of directors of said corporation.


Notary Public

JAMES J. CANFIELD
Notary Public, State of New York
Qualified in Onon. Co. No. 4710442
My Commission Expires

{Seal}
My commission expires: 4/30/2011

STATE OF NEW YORK)
COUNTY OF ORANOROA) ss:

On the 16 day of June 2008 before me personally appeared DOMINO CASCIANO to me known, who being by me duly sworn, did depose and say that he is THREASURE of PAR-SIVA CORPORATION, the corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the board of directors of said corporation.



Notary Public

JAMES J. CANFIELD
Notary Public, State of New York
Qualified in Onon. Co. No. 4710442
My commission expires: 6/30/2011

STATE OF NEW YORK)
COUNTY OF _____) ss:

On the ___ day of _____ before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that she is a Vice President of JPMORGAN CHASE BANK, N.A., the corporation described in and which executed the foregoing instrument; that she signed her name thereto by order of the board of directors of said corporation.

Notary Public

{Seal}
My commission expires: _____

STATE OF NEW YORK)
COUNTY OF _____) ss:

On the ____ day of _____ before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he is _____ of PAR-SIVA CORPORATION, the corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the board of directors of said corporation.

Notary Public

{Seal}

My commission expires: _____

STATE OF NEW YORK)
COUNTY OF Onondaga ss:

On the 16th day of June before me personally appeared Jean M. Lamardo, to me known, who being by me duly sworn, did depose and say that she is a Vice President of JPMORGAN CHASE BANK, N.A., the corporation described in and which executed the foregoing instrument; that she signed her name thereto by order of the board of directors of said corporation.

Teresa M. Ayers
Notary Public

{Seal}

My commission expires: September 17, 2010

TERESA M. AYERS
Notary Public, State of New York
Qualified in Onon. Co. No. 01AY4972013
Commission Expires September 17, 2010

SCHEDULE 1
To Trademark Security Agreement

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
PAR Technology Corporation	CARGO*MATE (Canada)	08/08/07	693,742
PAR Technology Corporation	CARGO*MATE (USA)	05/07/02	2,567,671
PAR Technology Corporation	CARGOWATCH (Canada)	10/12/07	698,295
PAR Technology Corporation	CARGOWATCH (China – Peoples Republic)	01/14/07	3965629
PAR Technology Corporation	CARGOWATCH (European Community)	11/11/03	003537958
PAR Technology Corporation	CARGOWATCH (Japan)	09/29/06	4990544
PAR Technology Corporation	CARGOWATCH (Mexico)	04/22/05	877,304
PAR Technology Corporation	CARGOWATCH (Mexico)	12/07/07	1,016,796
PAR Technology Corporation	CARGOWATCH (USA)	08/09/05	2,983,874
PAR Technology Corporation	CARGOWATCH (Singapore)	11/12/03	T03/18357G
PAR Technology Corporation	CARGOWATCH (Singapore)	09/14/04	T03/18358E
PAR Technology Corporation	INFORM (USA)	04/09/02	2,559,119
PAR Technology Corporation	ISIVA (USA)	12/10/02	2,660,448
PAR Technology Corporation	PARTNERS (USA)	01/22/02	2,531,589
PAR Technology Corporation	PIXELPOINT (Canada)	06/27/00	2361178
PAR Technology Corporation	RCC (USA)	02/16/99	2,223,507
PAR Technology Corporation	RESORT COMPUTER CORPORATION (USA)	12/21/99	2,301,182
PAR Technology Corporation	SAAC (USA)	05/17/05	2,953,101
PAR Technology Corporation	SIVA (USA)	04/02/02	2,555,499
PAR Technology Corporation	SIVA and Design (USA)	07/23/02	2,597,366
PAR Technology Corporation	SMS HOST and Design (Canada)	04/21/98	TMA493,408
PAR Technology Corporation	SMS HOST and Design (Egypt)	12/21/96	104,455
PAR Technology Corporation	SMS HOST and Design (Singapore)	06/20/96	T96/13576D
PAR Technology Corporation	SMS HOST and Design (USA)	07/22/97	2,081,303
PAR Technology Corporation	SPASOFT (USA)	02/06/96	1,954,249
PAR Technology Corporation	SPRINGER-MILLER SYSTEMS (USA)	05/20/97	2,063,303
PAR Technology Corporation	VIGO POS and Design (USA)	05/29/07	3,248,170

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
PAR Technology Corporation	CARGOWATCH (China)	03/18/04 - Published	3965610
PAR Technology Corporation	CARGOWATCH (India)	01/01/04 - Pending	1258844
PAR Technology Corporation	CARGOWATCH (Mexico)	05/19/04 - Pending	656988
PAR Technology Corporation	CARGOWATCH (Pakistan)	11/12/03 - Pending	189878
PAR Technology Corporation	CARGOWATCH (Paksitan)	04/19/04 - Pending	193821
PAR Technology Corporation	PAR EXPECT MORE (USA)	03/01/06 - Pending	78/826333
PAR Technology Corporation	SMS HOST and Design (Malaysia)	01/30/97 - Pending	97/001338