

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Par Technology Corporation		06/03/2011	CORPORATION: DELAWARE
Partech, Inc.		06/03/2011	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	500 Plum Street, 7th Floor
<b>Internal Address:</b>	Bridgewater Place
<b>City:</b>	Syracuse
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	13204
<b>Entity Type:</b>	National Bank: UNITED STATES

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3116068	IQUALITY THE PAPERLESS HACCP AND INSPECTION SYSTEM
Registration Number:	3686108	PAR
Registration Number:	3880595	PAR EVERSERV
Registration Number:	3941798	PAR
Registration Number:	3941799	E PAR EVERSERV
Registration Number:	3941800	BOUNDLESS RETAILING BY PAR
Registration Number:	3941801	BOUNDLESS HOSPITALITY BY PAR
Serial Number:	85232550	PIXELPOINT

**CORRESPONDENCE DATA**

Fax Number: (315)218-8748  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 315.218.8515

**900195300**

**TRADEMARK  
 REEL: 004568 FRAME: 0528**

**CH \$215.00 3116068**

Email: bskpto@bsk.com  
Correspondent Name: George R. McGuire  
Address Line 1: One Lincoln Center  
Address Line 4: Syracuse, NEW YORK 13202-1355

ATTORNEY DOCKET NUMBER:	326926
NAME OF SUBMITTER:	George R. McGuire
Signature:	/george r. mcguire/
Date:	06/23/2011

Total Attachments: 5  
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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, Par-Siva Corporation, Ausable Solutions, Inc., Springer-Miller International, LLC and Par Logistics Management Systems Corporation (the "Loan Parties") and together with the Borrower, the "Grantors"), own the Trademarks and applications for Trademarks listed on Schedule 1 annexed hereto as being owned by such Grantors; and

WHEREAS, Grantors, JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Administrative Agent"), and certain Lenders are party to an Amended and Restated Credit Agreement dated June \_\_, 2011 (as same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Borrower by the Lenders; and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of June 16, 2008 (as the same as been or hereafter 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 the 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), and all products and 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:

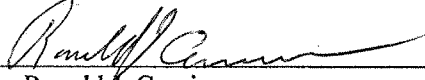
- (1) each Trademark and application for Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (2) all products and proceeds of the foregoing, 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, each of the Grantors has caused this Trademark Security Agreement to be duly executed by its duly authorized officers as of the date set forth below.

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

PAR-SIVA CORPORATION

By:   
Name: Ronald J. Casciano  
Title: Treasurer

AUSABLE SOLUTIONS, INC .

By: Ronald J. Casciano  
Name: Ronald J. Casciano  
Title: Treasurer

SPRINGER-MILLER INTERNATIONAL, LLC

By: Ronald J. Casciano  
Name: Ronald J. Casciano  
Title: Treasurer

PAR LOGISTICS MANAGEMENT SYSTEMS CORPORATION

By: Ronald J. Casciano  
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 3 day of June, 2011, before me personally appeared Ronald J. Casciano, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

James J. Crawford  
Notary Public

JAMES J CRAWFORD  
ONOND. CO. NY

{Seal}  
My commission expires: 4/30/14

AUSABLE SOLUTIONS, INC .

By: \_\_\_\_\_  
Name: Ronald J. Casciano  
Title: Treasurer

SPRINGER-MILLER INTERNATIONAL, LLC

By: \_\_\_\_\_  
Name: Ronald J. Casciano  
Title: Treasurer

PAR LOGISTICS MANAGEMENT SYSTEMS  
CORPORATION

By: \_\_\_\_\_  
Name: Ronald J. Casciano  
Title: Treasurer

ACKNOWLEDGED:

JPMORGAN CHASE BANK, N.A. as Administrative Agent

By: *Jean M. Lamardo*  
          *Jean M. Lamardo*  
Its: *Vanderwater III*

STATE OF NEW YORK        )  
COUNTY OF ONONDAGA    ) ss:

On the \_\_\_\_ day of June, 2011, before me personally appeared Ronald J. Casciano, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

\_\_\_\_\_  
Notary Public

{Seal}  
My commission expires: \_\_\_\_\_

Schedule 1  
to  
Trademark Security Agreement

**TRADEMARKS**

Name of Grantor	Trademark	Registration Date	Registration Number
PAR Technology Corporation	IQUALITY THE PAPERLESS HACCP AND INSPECTION SYSTEM	07/18/06	3,116,068
PAR Technology Corporation	pAR	09/22/09	3,686,108
PAR Technology Corporation	PAR EVERSERV	11/23/10	3,880,595
PAR Technology Corporation	PAR (with pineapple top logo)	04/05/11	3,941,798
PAR Technology Corporation	ePAR EVERSERV Logo	04/05/11	3,941,799
PAR Technology Corporation	BOUNDLESS RETAILING BY PAR Logo	04/05/11	3,941,800
PAR Technology Corporation	BOUNDLESS HOSPITALITY BY PAR Logo	04/05/11	3,941,801

**TRADEMARK APPLICATIONS**

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
PAR Technology Corporation	PIXELPOINT	02/02/11- Pending	85/232550