

## 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 SYSTEMS, INC.		06/13/2012	CORPORATION: DELAWARE
JERED LLC		06/13/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	115 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Canadian banking association: CANADA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3486221	LASERUT	
Registration Number:	3486200	LASERUT	
Registration Number:	3187991	MEC	
Registration Number:	2824059	TR	
Registration Number:	2824058	PR	
Registration Number:	2824041	MR	
Registration Number:	3492180	PAR	
Registration Number:	2080152	VECTOR	
Registration Number:	1981868	PAR SYSTEMS	
Registration Number:	1298496	CIMROC	
Registration Number:	1291854	XR	
Registration Number:	2387231	NE	

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**CORRESPONDENCE DATA****Fax Number:** 3128637865*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.***Phone:** 312-201-3865**Email:** sharon.patterson@goldbergkohn.com**Correspondent Name:** Sharon Patterson, Paralegal**Address Line 1:** Goldberg Kohn Ltd., 55 E. Monroe St.**Address Line 2:** Ste. 3300**Address Line 4:** Chicago, ILLINOIS 60603**ATTORNEY DOCKET NUMBER:**

3630.143

**NAME OF SUBMITTER:**

Sharon Patterson

**Signature:**

/Sharon Patterson/

**Date:**

06/15/2012

**Total Attachments:** 5

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of June 13, 2012, among PAR SYSTEMS, INC., a Delaware corporation ("PaR") and JERED LLC, a Delaware limited liability company ("Jered") (PaR and Jered are referred to herein each as a "Grantor", and collectively as the "Grantors"), in favor of BANK OF MONTREAL, as administrative agent ("Administrative Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among PaR, OakRiver Technology, Inc. ("OakRiver"), the guarantors from time to time party thereto, Administrative Agent and the lenders from time to time party thereto ("Lenders"), Administrative Agent and Lenders have agreed to make certain loans and other financial accommodations for the benefit of PaR and OakRiver; and

WHEREAS, Administrative Agent and Lenders are willing to make the loans and other financial accommodations as provided for in the Credit Agreement on the condition, among others, that each Grantor shall have executed and delivered to Administrative Agent (a) that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Grantors and Administrative Agent and (b) to the extent applicable, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. The term "Trademarks" shall mean any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of each Grantor's rights corresponding thereto throughout the world.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Obligations, each Grantor hereby grants to Administrative Agent a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each 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

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

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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.

4. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States registered trademarks therefor of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

6. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

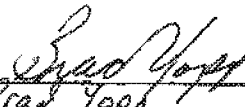
7. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon each Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.

8. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of Illinois.

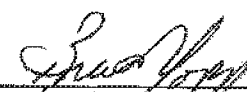
[signature page follows]

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

PAR SYSTEMS, INC.


By:   
Name: Brad Yopp  
Title: CFO

JERED LLC

By:   
Name: Brad Yopp  
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL, as Administrative Agent

By:   
Name: Dan Weeks  
Title: Vice President

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<u>Name of Grantor</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
PaR Systems, Inc.	Laserut	3486221	8/12/08
PaR Systems, Inc.	Laserut	3486200	8/12/08
PaR Systems, Inc.	MEC	3187991	12/19/06
PaR Systems, Inc.	TR	2824059	3/16/04
PaR Systems, Inc.	PR	2824058	3/16/04
PaR Systems, Inc.	MR	2824041	3/16/04
PaR Systems, Inc.	PAR	3492180	8/26/08
PaR Systems, Inc.	Vector	2080152	7/15/97
PaR Systems, Inc.	Par Systems	1981868	6/25/96
PaR Systems, Inc.	Cimroc	1298496	10/2/84
PaR Systems, Inc.	XR	1291854	8/28/84
Jered LLC	NE	2387231	9/19/00

**TRADEMARK APPLICATIONS**

None.