

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307110

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Par Technology Corporation		05/29/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	JP Morgan Chase Bank, N.A.		
Street Address:	500 Plum Street, 7th Floor		
Internal Address:	Bridgewater Place		
City:	Syracuse		
State/Country:	NEW YORK		
Postal Code:	13204		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4022394	PIXELPOINT	
Registration Number:	4209862	ATRIO	
Registration Number:	4209863	A T R I O	
Registration Number:	4362144	GV2F	
Registration Number:	4385335	SURECHECK	
Registration Number:	4495760	POWERING BETTER GUEST EXPERIENCES	
Serial Number:	85870683	GV	
Serial Number:	86030314		
CORRESPONDENCE DATA			
Fax Number:	3152188100		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	bskpto@bsk.com		
Correspondent Name:	Bond Schoeneck & King, PLLC		
Address Line 1:	One Lincoln Center		
Address Line 4:	Syracuse, NEW YORK 13202		
ATTORNEY DOCKET NUMBER:	326926		
NAME OF SUBMITTER:	George R. McGuire		
SIGNATURE:	/George R. McGuire/		
TRADEMARK			

CH \$215.00 4022394

DATE SIGNED:	06/10/2014
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Total Attachments: 6

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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 6, 2011 (as the same has been or hereafter 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: Ronald J. Casciano
Name: Ronald J. Casciano
Title: President and CEO

PARTECH, INC.

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

PAR SPRINGER-MILLER SYSTEMS, INC.

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

PAR GOVERNMENT SYSTEMS CORPORATION

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

ROME RESEARCH CORPORATION

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

PAR-SIVA CORPORATION

By: Ronald J. Casciano
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: _____
Jean M. Lamardo
Underwriter III

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the 29 day of MAY, 2014, 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. Canfield
Notary Public
ONONDAGA COUNTY
02CA4710442
JAMES J CANFIELD

{Seal}
My commission expires: 4/30/18

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: Jan M. Samardo
Its: Underwriter III

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the ____ day of _____, 2014, 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: _____

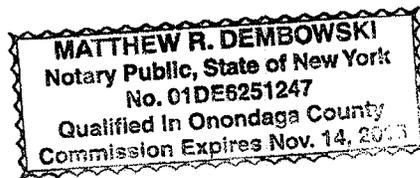
STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the 1st day of June, 2014, before me personally appeared Jean M. Lamardo, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Matthew R. Dembowski
Notary Public

{Seal}

My commission expires: 11/14/15



2328980.1

Schedule 1
to
Trademark Security Agreement

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
PAR Technology Corporation	PIXELPOINT	09/06/11	4,022,394
PAR Technology Corporation	ATRIO	09/18/12	4,209,862
PAR Technology Corporation	ATRIO Logo	09/18/12	4,209,863
PAR Technology Corporation	Gv2F (stylized)	07/02/13	4,362,144
PAR Technology Corporation	SURECHECK	08/13/13	4,385,335
PAR Technology Corporation	POWERING BETTER GUEST EXPERIENCES	03/11/14	4,495,760

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
PAR Technology Corporation	GV (& globe) logo	03/04/2014	85/870683
PAR Technology Corporation	SURECHECK logo (mobile app icon; notepad with pineapple + 2 checkmarks)	01/21/14	86/030314