Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (ex p. 6/30/2005

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Par Technology Corporation

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other: _____

Citizenship (see guidelines) Delaware

Execution Date(s) September 9, 2014

Additional names of conveying parties attached? ☒ Yes ☐ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: JPMorgan Chase Bank, N.A.

Internal Address: _____

Street Address: One Chase Square

City: Rochester

State: New York

Country: USA Zip: 14643

☒ Association Citizenship U.S.A.
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship
☐ Other ☐ Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☐ No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED HERETO

B. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED HERETO

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)
SEE SCHEDULE A ANNEXED HERETO

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road - Suite 101

City: Albany

State: New York Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $490.00

☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 0974
Expiration Date 3/17

b. Deposit Account Number _____
Authorized User Name: _____

9. Signature: _____ 9/10/14
Signature Date

Michael G. Regina
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

3442670.1

OP $465.00 85870683

ADDITIONAL NAMES OF CONVEYING PARTIES

Par Springer-Miller Systems, Inc.	Corporation	Delaware

3442685.1

SCHEDULE A
TO
TRADEMARKS ONLY RECORDATION

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks:
Par Technology Corporation:

	Registration No.	Registration Date:
ISIVA (USA)	2,660,448	12/10/02
PAR	3,686,108	09/22/09
PAR EVERSERV (USA)	3,880,595	11/23/10
PAR (with pineapple top logo) (USA)	3,941,798	04/05/11
ePAR EVERSERV Logo (USA)	3,941,799	04/05/11
BOUNDLESS RETAILING BY PAR Logo (USA)	3,941,800	04/05/11
BOUNDLESS RETAILING BY PAR Logo (USA)	3,941,801	04/05/11
PIXELPOINT (USA)	4,022,394	09/06/11
ATRIO (USA)	4,209,862	09/18/12
ATRIO Logo (USA)	4,209,863	09/18/12
Gv2F (stylized)	011015245	12/12/12
Gv2F (stylized)	4,362,144	07/02/13
SURECHECK (USA)	4,385,335	08/13/13
POWERING BETTER GUEST EXPERIENCES (USA)	4,495,760	03/11/14

PAR Springer-Miller Systems Corporation:

SMS HOST and Design (US)	2,081,303	07/22/97
SPASOFT	1,954,249	02/06/96
SPRINGER-MILLER SYSTEMS	2,063,303	05/20/97

Trademark Applications:
PAR Technology Corporation:

	Application Filing Date:	Application Serial No.:
GV (& globe) logo (USA)	03/04/14 – Published	85/870683
SURECHECK logo (mobile app icon; notepad with pineapple + 2 checkmarks)(USA)	01/21/14 – Published	86/030314

3442632.1

[Execution Version]

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("***Trademark Security Agreement***"), dated as of September 9, 2014, is made by the parties listed on the signature pages hereof (collectively, the "***Grantors***") in favor of JPMorgan Chase Bank, N.A. (the "***Lender***").

WHEREAS, the Grantors and certain of their affiliates and subsidiaries have entered into a Credit Agreement, dated as of September 9, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), with the Lender.

WHEREAS, as a condition precedent to the making of loans by the Lender under the Credit Agreement, each Grantor has executed and delivered to the Lender that certain Pledge and Security Agreement, dated as of September 9, 2014, made by and among the Grantors, certain affiliates and subsidiaries of Grantors and the Lender (as it may be amended, restated, supplemented or otherwise modified from time to time, the "***Security Agreement***").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Lender, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Lender as follows:

1. **Definitions**. Capitalized terms used and not defined in this Trademark Security Agreement shall have the respective meanings given them in the Credit Agreement.

2. **Grant of Security**. Each Grantor hereby pledges and grants to the Lender for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "***Trademark Collateral***"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "***Trademarks***"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

TRADEMARK
REEL: 005360 FRAME: 0664

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. **Recordation**. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

4. **Loan Documents**. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. **Execution in Counterparts**. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. **Successors and Assigns**. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Governing Law**. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows]

TRADEMARK
REEL: 005360 FRAME: 0665

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

PAR TECHNOLOGY CORPORATION

By: _____

Name: Ronald J. Casciano
Title: President & CEO

PAR SPRINGER – MILLER SYSTEMS, INC.

By: _____

Name: Ronald J. Casciano
Title: Treasurer

TRADEMARK
REEL: 005360 FRAME: 0666

Agreed to and accepted:

JPMORGAN CHASE BANK, N.A..
as Lender

By: Marie C. Duhamel
Marie C. Duhamel, Authorized Officer

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

A. PAR TECHNOLOGY CORPORATION

See Attached.

B. PAR SPRINGER – MILLER SYSTEMS, INC.

See Attached.

TRADEMARK
REEL: 005360 FRAME: 0668

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks:
Par Technology Corporation:

	Registration No.	Registration Date:
ISIVA (USA)	2,660,448	12/10/02
CARGO*MATE (Canada)	693,742	08/08/07
PAR	3,686,108	09/22/09
PAR EVERSERV (EU)	007435456	09/24/09
PAR EVERSERV (China – Peoples Republic)	7196207	10/28/10
PAR EVERSERV (USA)	3,880,595	11/23/10
PAR (with pineapple top logo) (USA)	3,941,798	04/05/11
ePAR EVERSERV Logo (USA)	3,941,799	04/05/11
BOUNDLESS RETAILING BY PAR Logo (USA)	3,941,800	04/05/11
BOUNDLESS RETAILING BY PAR Logo (USA)	3,941,801	04/05/11
PIXELPOINT (USA)	4,022,394	09/06/11
ATRIO (Int'l – Madrid Protocol; EU; Egypt; Australia; Singapore)	1131455	08/01/12
ATRIO Logo (Int'l – Madrid Protocol; EU; China; Egypt; Australia; Singapore)	1130070	08/01/12
ATRIO (USA)	4,209,862	09/18/12
ATRIO Logo (USA)	4,209,863	09/18/12
Gv2F (stylized)	011015245	12/12/12
SURECHECK (Int'l – Madrid Protocol; CTM; Japan; New Zealand; Australia)	1,156,524	03/06/13
Gv2F (stylized)	4,362,144	07/02/13
SURECHECK (USA)	4,385,335	08/13/13
ATRIO (Mexico)	1,396,664	09/11/13
GV (& globe) logo (EU)	011760899	09/16/13
ATRIO (Canada)	1588493 – Published	10/02/13
Gv2F Logo (globe design) (EU)	011015401	10/04/13
SURECHECK logo (mobile app icon; notepad with pineapple + 2 checkmarks) (Int'l – Madrid Protocol; Australia; CTM; Japan; New Zealand)	1,190,936	12/17/13
POWERING BETTER GUEST EXPERIENCES (USA)	4,495,760	03/11/14

ATRIO Logo (Mexico)	1424716	06/07/14

PAR Springer-Miller Systems Corporation:

SMS HOST and Design (US)	2,081,303	07/22/97
SMS HOST and Design (CA)	TMA493,408	04/21/98
SMS HOST and Design (Egypt)	104,455	21/21/96
SMS HOST and Design (Singapore)	T96/13576D	06/20/96
SMS HOST (stylized) (Malaysia)	97/001338	08/18//11
SPASOFT	1,954,249	02/06/96
SPRINGER-MILLER SYSTEMS	2,063,303	05/20/97

Trademark Applications:
PAR Technology Corporation:

	Application Filing Date:	Application Serial No.:
ePAR EVERSERV Logo (Mexico)	09/24/13 – Pending	1415728
ePAR EVERSERV Logo (Mexico)	09/24/13 – Pending	1415727
ePAR EVERSERV Logo (Mexico)	09/24/13 – Pending	1415726
ATRIO (Canada)	08/01/12 – Pending	1588494
ATRIO (India)	08/16/12 – Pending	2380474
ATRIO Logo (India)	08/16/12 – Pending	2380473
ATRIO (Mexico)	08/09/12 – Pending	1298813
ATRIO Logo (Mexico)	08/09/12 – Pending	1298811
SURECHECK (Canada)	03/12/13 – Pending	1617780
SURECHECK logo (mobile app icon; notepad with pineapple + 2 checkmarks) (Canada)	01/08/14 – Pending	1658733
GV (& globe) logo (USA)	03/04/14 – Published	85/870683
SURECHECK logo (mobile app icon; notepad with pineapple + 2 checkmarks)(USA)	01/21/14 – Published	86/030314

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