

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407189

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Par Technology Corporation		11/29/2016	Corporation:
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A		
Street Address:	10 South Dearborn, Floor L2S		
Internal Address:	Middle Market Servicing		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	Company: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4668134	GV	
Registration Number:	4642168		
Registration Number:	4803900	BRINK POS	
Registration Number:	4955545	PAR GOVERNMENT	
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>			
Phone:	315-218-8523		
Email:	bskpto@bsk.com		
Correspondent Name:	Bond Schoeneck & King, PLLC		
Address Line 1:	One Lincoln Center		
Address Line 2:	George R. McGuire		
Address Line 4:	Syracuse, NEW YORK 13202		
NAME OF SUBMITTER:	George R. McGuire		
SIGNATURE:	/George R. McGuire/		
DATE SIGNED:	12/01/2016		
Total Attachments: 7			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (“Trademark Security Agreement”), dated as of November 29, 2016, is made by PAR TECHNOLOGY CORPORATION, PAR SPRINGER-MILLER SYSTEMS, INC. and SPRINGER-MILLER INTERNATIONAL, LLC (each individually a “Grantor,” 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 of even date herewith (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the Lender.

WHEREAS, Grantors, along with certain of their affiliates and subsidiaries (ParTech, Inc., Ausable Solutions, Inc., PAR Government Systems Corporation, Rome Research Corporation) executed and delivered to the Lender that certain Pledge and Security Agreement, dated as of September 9, 2014 (including Brink Software, Inc. by way of Joinder to Pledge and Security Agreement, dated December 18, 2014), as amended by Omnibus Amendment dated of even date herewith (as may be further amended, restated, supplemented or otherwise modified from time to time, collectively, 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 (collectively, 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;

(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

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(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, 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).

[Remainder of page intentionally left blank]


IN WITNESS WHEREOF, each Grantor 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: Karen E. Sumner
Title: President & CEO

PAR SPRINGER MILLER SYSTEMS, INC.

By: 
Name: Karen E. Sumner
Title: President

SPRINGER MILLER INTERNATIONAL, LLC

By: 
Name: Karen E. Sumner
Title: President

ACKNOWLEDGED:

JPMORGAN CHASE BANK, N.A.

By: _____
Name: Jean M. Lamardo
Title: Senior Underwriter

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IN WITNESS WHEREOF, each Grantor 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: _____
Title: _____

PAR SPRINGER-MILLER SYSTEMS, INC.

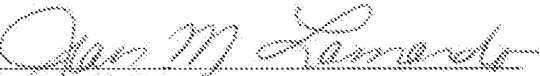
By: _____
Name: _____
Title: _____

SPRINGER-MILLER INTERNATIONAL, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGED:

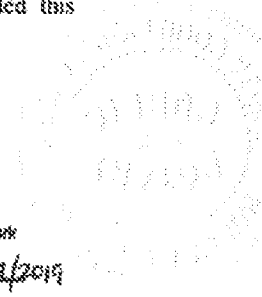
JPMORGAN CHASE BANK, N.A.

By: 
Name: Jean M. Lamardo
Title: Senior Underwriter

STATE OF NEW YORK)
COUNTY OF Oneida) ss:

On the 22nd day of November, 2016, before me personally appeared Karen E. Sammon, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Holly A. Gaetano
Notary Public # 01646177693

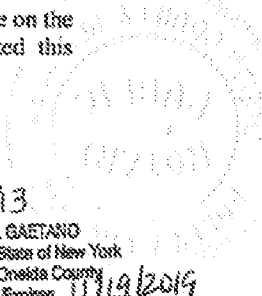


STATE OF NEW YORK)
COUNTY OF Oneida) ss:

HOLLY A. GAETANO
Notary Public, State of New York
Qualified in Oneida County
My Commission Expires 11/19/2019

On the 22nd day of November, 2016, before me personally appeared Karen E. Sammon, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Holly A. Gaetano
Notary Public # 01646177693

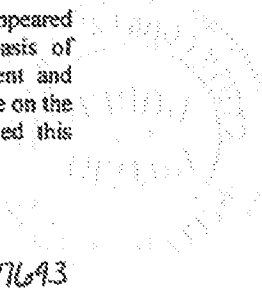


STATE OF NEW YORK)
COUNTY OF Oneida) ss:

HOLLY A. GAETANO
Notary Public, State of New York
Qualified in Oneida County
My Commission Expires 11/19/2019

On the 22nd day of November, 2016, before me personally appeared Karen E. Sammon, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Holly A. Gaetano
Notary Public # 01646177693



HOLLY A. GAETANO
Notary Public, State of New York
Qualified in Oneida County
My Commission Expires 11/19/2019

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the 22nd day of November, 2016, 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.

Carol A. Hayes
Notary Public

CAROL A. HAYES
Notary Public in the State of New York
Qualified in Oswego County No. 01HA4901760
My Commission Expires September 23, 2017

Schedule 1
to
Trademark Security Agreement

TRADEMARKS

Name of Grantor	Trademark	Country	Registration Date	Registration Number
PAR Technology Corporation	GV (& globe) logo	USA	01/06/15	4668134
PAR Technology Corporation	SURECHEK logo (mobile app icon; notepad with pineapple + 2 checkmarks)	USA	11/18/14	4,642,168
PAR Technology Corporation	SURECHECK	Canada	03/12/15	TMA898628
PAR Technology Corporation	Brink POS	Australia	07/27/15	1709873
PAR Technology Corporation	Brink POS	USA	09/01/15	4,803,900
PAR Technology Corporation	PAR Government	USA	05/10/16	4,955,545

TRADEMARK APPLICATIONS

None

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