

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427143

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orbcomm, LLC		04/10/2017	Limited Liability Company: DELAWARE
PAR Technology Corporation		04/10/2017	Corporation: DELAWARE
StarTrak Logistics Management Solutions, LLC		04/10/2017	Limited Liability Company: DELAWARE
Startrak Information Technologies, LLC		04/10/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	225 Asylum Street, 23rd Floor		
Internal Address:	Global Corporate Trust Services		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06032		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	78226712	CARGOWATCH	
Serial Number:	75579868	HEALTHTRAK	
Serial Number:	74333640	ORBCOMM	
Serial Number:	75127471	ORBCOMM	
Serial Number:	87275122	ORBCOMM	
Serial Number:	77179265	REEFERTRAK	
Serial Number:	87336773	VERIOT	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		

OP \$190.00 78226712

Correspondent Name: Michael Violet
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Ken Tan

SIGNATURE: /Ken Tan/

DATE SIGNED: 05/11/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

WHEREAS, PAR Technology Corporation, a Delaware corporation, StarTrak Logistics Management Solutions, LLC, a Delaware limited liability company, Startrak Information Technologies, LLC, a Delaware limited liability company, and ORBCOMM LLC, a Delaware limited liability company (each, a “**Grantor**” and, collectively, the “**Grantors**”), own and use in their respective businesses, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantors are party to a Security Agreement dated as of April 10, 2017 (the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and U.S. Bank National Association, solely in its capacity as Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”), pursuant to which each Grantor granted a security interest to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantors to the Collateral Agent pursuant to the Security Agreement, each Grantor hereby grant to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);
- (ii) all goodwill of such Grantors’ business symbolized by the Trademarks associated therewith;
- (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security in-

terest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

It is understood and agreed that U.S. Bank National Association is entering into this Agreement solely in its capacity as Collateral Agent under the Indenture and not in its individual or corporate capacity. In acting under this Agreement, the Collateral Agent shall be entitled to all of the rights, privileges and immunities of the Collateral Agent under the Indenture and Security Agreement as if such rights, privileges and immunities were set forth herein.

[The remainder of this page is intentionally left blank.]

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

**ORBCOMM LLC
STARTRAK INFORMATION TECHNOLOGIES,
LLC
STARTRAK LOGISTICS MANAGEMENT
SOLUTIONS, LLC**
as Grantors

By 

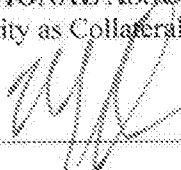
Name: Robert Costantini
Title: Executive Vice President
& Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006054 FRAME: 0786**

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
solely in its capacity as Collateral Agent

By: 
Name: _____
Title: Michael M. Hopkins
Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006054 FRAME: 0787

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademarks:

<u>Registered Owner</u>	<u>Registration / Appl. Number</u>	<u>Registration / Appl. Date</u>	Trademark
StarTrak Logistics Management Solutions, LLC	78/226712	18-Mar-2003	CARGOWATCH
Startrak Information Technologies, LLC	75/579868	30-Oct-1998	HEALTHTRAK
Orbcomm LLC	74/333640	23-Nov-1992	ORBCOMM ORBCOMM
Orbcomm LLC	75/127471	01-Jul-1996	ORBCOMM
ORBCOMM LLC	87/275,122	20-Dec-2017	ORBCOMM (logo)
Startrak Information Technologies, LLC	77/179265	11-May-2007	REEFERTRAK
Orbcomm LLC	87336773	15-Feb-2017	Veriot