

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449390

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PaR Systems, Inc.		10/31/2017	Corporation: DELAWARE
Jered LLC		10/31/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Prudential Insurance Company of America, as Collateral Agent		
Street Address:	60 South Sixth Street, Suite 3710		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Non-Profit Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	1298496	CIMROC	
Registration Number:	3486200	LASERUT	
Registration Number:	3486221	LASERUT	
Registration Number:	3187991	MEC	
Registration Number:	2824041	MR	
Registration Number:	2387231	NE	
Registration Number:	1981868	PAR SYSTEMS	
Registration Number:	2824058	PR	
Registration Number:	4269302	SDILASERS	
Registration Number:	4369250	SDILASERS	
Registration Number:	2824059	TR	
Registration Number:	2080152	VECTOR	
Registration Number:	5248999	XR	
Serial Number:	87287931	COMFIRE	
Serial Number:	87088250	PALLETMIX	
Serial Number:	86357305	TENSILETRUSS	
Serial Number:	87348376	PAR	

OP \$440.00 1298496

CORRESPONDENCE DATA**Fax Number:**

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.

Email: rfloren@schiffhardin.com**Correspondent Name:** Rebecca Floren**Address Line 1:** 233 S. Wacker Dr.**Address Line 2:** Suite 7100**Address Line 4:** Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Rebecca Floren
SIGNATURE:	/s/ Rebecca Floren
DATE SIGNED:	11/01/2017

Total Attachments: 6

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2017, by PaR Systems, Inc., a Delaware corporation (the “**Company**”) and Jered, LLC, a Delaware limited liability company (“**Jered**” and the Issuer, each a “**Grantor**” and collectively the “**Grantors**”), in favor of The Prudential Insurance Company of America, in its capacity as collateral agent (together with its successors in such capacity, the “**Collateral Agent**”) for the Holders. Capitalized terms used herein and not otherwise defined shall have same meaning as in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, the Company has issued its Notes pursuant to the Note Purchase and Revolving Credit Agreement, dated as of October 31, 2017 by and among PaR Acquisition Sub, Inc., a Delaware corporation (“**MergerSub**” and, in its capacity as the initial Issuer prior to the consummation of the Merger, the “**Initial Issuer**”), and from and after the consummation of the Merger, PaR Systems Group, Inc., a Delaware corporation (the “**Parent**”) and the Company, (from and after the consummation of the Merger the “**Issuer**”) (the “**Note Agreement**”), and Jered has guaranteed the obligations under the Note Agreement;

WHEREAS, as a condition to the Purchasers entering into the financing arrangements proposed by the Note Agreement, each Grantor and certain affiliates of such Grantor have executed and delivered to the Collateral Agent, for itself and the ratable benefit of the Holders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”); and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has granted to the Collateral Agent, for itself and the ratable benefit of the Holders, a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof and goodwill associated therewith, to secure the payment of the Secured Obligations.

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, 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 Security Agreement. In addition, the following term shall have the meaning herein specified:

“**Mark License**” means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Mark.

2. **GRANT OF SECURITY INTEREST IN MARK COLLATERAL.** As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Secured Obligations, whether now existing or hereafter arising and howsoever evidenced, Grantor hereby assigns, transfers and grants to the Collateral Agent, and hereby creates in favor of the Collateral Agent for the benefit of the Secured Parties, a continuing Lien on and first priority security interest in, and right of set off against, all of the right, title and interest of Grantor, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Mark Collateral**”):

(a) all of its Marks and Mark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Mark and each Mark License; and

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

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for itself and the ratable benefit of the Holders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Mark 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. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts (or counterpart signature pages), each of which counterparts shall be an original but all of which together shall constitute one instrument.

5. **APPLICABLE LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAW OF THE STATE OF NEW YORK (EXCLUDING ANY CONFLICTS OF LAW RULES WHICH WOULD OTHERWISE CAUSE THIS TRADEMARK SECURITY AGREEMENT TO BE CONSTRUED OR ENFORCED IN ACCORDANCE WITH, OR THE RIGHTS OF THE PARTIES TO BE GOVERNED BY, THE LAWS OF ANY OTHER JURISDICTION).**


[Signature page follows]

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

PAR SYSTEMS, INC.

By: 
Name: Matthew E. Carter
Title: President

JERED LLC

By: 
Name: Matthew E. Carter
Title: President

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

**THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA**, as Collateral Agent

By:  *SBB*
Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006195 FRAME: 0093

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Registered Trademarks/Service Marks

<u>Trademark/Service Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Date of Registration</u>	<u>Owner</u>
CIMROC	USA	1298496	10/2/1984	PaR Systems, Inc.
LASERUT	USA	3486200	8/12/2008	PaR Systems, Inc.
LASERUT	USA	3486221	8/12/2008	PaR Systems, Inc.
MEC	USA	3187991	12/19/2006	PaR Systems, Inc.
MR	USA	2824041	3/16/2004	PaR Systems, Inc.
NE (Design)	USA	2387231	9/19/2000	Jered LLC
PAR SYSTEMS (stylized)	USA	1981868	6/25/1996	PaR Systems, Inc.
PR	USA	2824058	3/16/2004	PaR Systems, Inc.
SDILASERS	USA	4269302	1/1/2013	PaR Systems, Inc.
SDILASERS	USA	4369250	7/16/2013	PaR Systems, Inc.
TR	USA	2824059	3/16/2004	PaR Systems, Inc.
VECTOR	USA	2080152	7/15/1997	PaR Systems, Inc.
XR	USA	5248999	7/25/2017	PaR Systems, Inc.
SDILASERS	CA	874013	3/21/2014	PaR Systems, Inc.
SDILASERS	International Registration – Madrid Protocol Only	1123910	3/29/2012	PaR Systems, Inc.
TENSILETRUSS	International Registration – Madrid Protocol	1215680	8/8/2014	PaR Systems, Inc.

	Only			
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Pending Trademark/Service Mark Applications

<u>Trademark/Service Mark</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Owner</u>
COMFIRE	USA	87287931	1/3/2017	PaR Systems, Inc.
PALLETMIX	USA	87088250	6/29/2016	PaR Systems, Inc.
TENSILETRUSS	USA	86357305	8/5/2014	PaR Systems, Inc.
PAR	USA	87348376	2/24/2017	PaR Systems, Inc.
PAR	International Registration – Madrid Protocol Only	A0069437	8/28/2017	PaR Systems, Inc.

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