

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638009

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PAR Technology Corporation		04/08/2021	Corporation: DELAWARE
AccSys, LLC		04/08/2021	Limited Liability Company: DELAWARE
Punchh Inc.		04/08/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Owl Rock First Lien Master Fund, L.P., as Collateral Agent
Street Address:	399 Park Avenue, 38th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	6289467	
Registration Number:	4955545	PAR GOVERNMENT
Registration Number:	4803900	BRINK POS
Registration Number:	4668134	GV
Registration Number:	4362144	GV2F
Registration Number:	4022394	PIXELPOINT
Registration Number:	3686108	PAR
Registration Number:	3941798	PAR
Registration Number:	3880595	PAR EVERSERV
Registration Number:	3178066	DATA CENTRAL
Registration Number:	3389504	THE RIGHT INFORMATION IN THE RIGHT HANDS
Registration Number:	3850353	DATA CENTRAL
Registration Number:	1973055	RESTAURANT MAGIC
Serial Number:	90099506	PAR HELIX
Serial Number:	90067612	FOOD. PEOPLE. NOTHING IN BETWEEN.
Serial Number:	90602434	PAR PHASE
Serial Number:	90119143	GVX

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	90119132	GV-X
Serial Number:	90268554	INNOVATORS IN THE MAKING
Serial Number:	90263937	PAR
Serial Number:	90202907	
Serial Number:	90087841	TEAMCONNECT
Serial Number:	88853868	PARK IT VIRTUAL KIOSK DRIVE-THRU ON-
Serial Number:	88853860	PARK IT
Serial Number:	90479626	CONSUMER LIFECYCLE LOYALTY
Serial Number:	90479618	CUSTOMER LIFECYCLE LOYALTY
Registration Number:	6045209	PUNCHH

CORRESPONDENCE DATA

Fax Number: 6175269899

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.

Phone: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	56013.071
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/ChristineSlattery/
DATE SIGNED:	04/08/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of April 8, 2021 (this "Trademark Security Agreement"), is made by each signatory hereto listed under "Pledgors" (each a "Pledgor" and collectively, the "Pledgors"), in favor of OWL ROCK FIRST LIEN MASTER FUND, L.P., in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of April 8, 2021 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, Par Technology Corporation, a Delaware corporation (the "Borrower"), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in (subject to Permitted Liens) all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the USPTO.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the

Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York without regard to conflicts of law principles that would require the application of the laws of another jurisdiction. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

SECTION 7. Loan Document. This Trademark Security Agreement constitutes a “Loan Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

[Remainder of this page intentionally left blank]

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

PLEDGORS:

PAR TECHNOLOGY CORPORATION

By: *Bryan Menar*
Name: Bryan A. Menar
Title: Chief Financial Officer and Vice President

PUNCHH INC.

By: *Bryan Menar*
Name: Bryan A. Menar
Title: Vice President Finance and Treasurer

ACCSYS, LLC

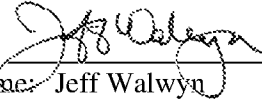
By: *Bryan Menar*
Name: Bryan A. Menar
Title: Vice President & Treasurer

Accepted and Agreed:

OWL ROCK FIRST LIEN MASTER FUND, L.P.,
as Collateral Agent

By: **OWL ROCK FIRST LIEN GP, LLC**
its general partner


By: **Owl Rock Capital Advisors LLC**
its Sole Member

By: 
Name: Jeff Walwyn
Title: Authorized Signatory

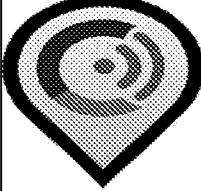
SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER / PLEDGOR	MARK	REGISTRATION NUMBER
PAR Technology Corporation	(Design only) 	6289467
PAR Technology Corporation	PAR GOVERNMENT	4955545
PAR Technology Corporation	BRINK POS	4803900
PAR Technology Corporation	GV	4668134
PAR Technology Corporation	GV2F	4362144
PAR Technology Corporation	PIXELPOINT	4022394
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AccSys, LLC	THE RIGHT INFORMATION IN THE RIGHT HANDS AT THE RIGHT TIME	3389504
AccSys, LLC	DATA CENTRAL	3850353
AccSys, LLC	RESTAURANT MAGIC	1973055
Punchh Inc.	PUNCHH	6045209

United States Trademark Applications:

OWNER / PLEDGOR	MARK	APPLICATION NUMBER
PAR Technology Corporation	PAR HELIX	90099506
PAR Technology Corporation	FOOD. PEOPLE. NOTHING IN BETWEEN.	90067612
PAR Technology Corporation	PAR PHASE	90602434
PAR Technology Corporation	GVX	90119143
PAR Technology Corporation	GV-X	90119132
PAR Technology Corporation	INNOVATORS IN THE MAKING	90268554
PAR Technology Corporation	PAR	90263937
PAR Technology Corporation	(Design only) 	90202907
PAR Technology Corporation	TEAMCONNECT	90087841
PAR Technology Corporation	PARK IT VIRTUAL KIOSK DRIVE-THRU ON-LINE ORDERING PAR	88853868
PAR Technology Corporation	PARK IT	88853860
Punchh Inc.	CONSUMER LIFECYCLE LOYALTY	90479626
Punchh Inc.	CUSTOMER LIFECYCLE LOYALTY	90479618