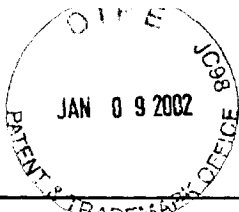


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RECORDATION FORM COVER TRADEMARKS OFFICE



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Emtec, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (checked), Other

Additional name(s) of conveying party(ies) attached? Yes No (checked)

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation

Internal Address:

Address:

Street Address: 4900 Route 70

City: Pennsauken State: NJ Zip: 08109-4792

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Rhode Island (checked), Other

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) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement (checked), Change of Name, Other

Execution Date: 11/21/01

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/178,290; 76/178,291; 76/178,292; 76/178,293

B. Trademark Registration No.(s)

Additional number(s) attached Yes No (checked)

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

Name: Amy E. Carroll

Internal Address: Drinker Biddle & Reath LLP

Street Address: 1500 K Street, N.W.

Suite 1100

City: Washington State: DC Zip: 20005-1209

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41): \$ 115.00

- Enclosed (checked), Authorized to be charged to deposit account (checked) (IF ADDITIONAL FEE REQUIRED) OR (IF NOT ATTACHED)

8. Deposit account number:

DA 50-0573

115E

DO NOT USE THIS SPACE

9. Signature.

AMY E. CARROLL

Name of Person Signing

[Signature]

Signature

1/9/02

Date

11

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

01/11/2002 6TON11 00000104 76178290

01 FC:481 02 FC:482

40.00 DP 75.00 DP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT ("Agreement") is made and entered into as of the 21 day of November, 2001 between **EMTEC, INC.** ("Assignor"), and **FLEET CAPITAL CORPORATION**, a Rhode Island corporation ("Assignee").

BACKGROUND

A. In order to induce Assignee to make available to Assignor a \$10,000,000.00 revolving credit facility pursuant to a certain Loan and Security Agreement dated as of the date hereof (the "Loan Agreement") between Assignor and Assignee, Assignor has agreed to grant to Assignee a security interest in certain service marks, trademarks, trade names and the goodwill associated therewith, as herein provided.

B. Any term capitalized but not defined herein shall have the meaning given to such term in the Loan Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereto, and intending to be legally bound hereby, it is hereby agreed as follows:

1. Grant of Security Interest. To secure: (A) the complete and timely payment, satisfaction and performance of the liabilities, obligations, covenants and agreements of Assignor to Assignee, whether arising out of or incurred in connection with the Loan Agreement, the Revolving Credit Note and/or the other Loan Documents, as such liabilities, obligations, covenants and agreements may be hereafter amended, increased, decreased, supplemented or extended by any and all renewals, extensions, replacements or modifications of such Revolving Credit Note or other Loan Documents hereafter entered into or otherwise arising or incurred, including without limitation, the obligation to reimburse Assignee for any draws under the Letter of Credit; and (B) the complete and timely payment, satisfaction and performance of all other existing and future liabilities, obligations, covenants and agreements of Assignor to Assignee, whether arising out of the transactions contemplated by the Loan Agreement or otherwise arising, whether absolute or contingent, direct or indirect, of any nature whatsoever, whether now existing or hereafter entered into (all of such liabilities and obligations are hereinafter collectively referred to as the "Obligations"), Assignor hereby grants and conveys to Assignee, with power of sale, to the extent permitted by law, upon the occurrence of an Event of Default as hereinafter defined, a security interest in and to each and every one of Assignor's now owned or existing or hereafter acquired or arising service mark applications, service marks (whether registered, unregistered or for which any application to register has been filed), trademark applications, trademarks (whether registered, unregistered or for which any application to register has been filed), trade names, all of which are listed in Schedule A attached hereto and incorporated herein (as the same may be amended pursuant hereto from time to time), including, without limitation, all renewals thereof and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future

infringements, and all rights owned by Assignor corresponding thereto throughout the world (all of the foregoing are collectively called the "Marks"), and the goodwill of the business to which such Marks may relate.

2. Warranties and Representations. Assignor covenants and warrants that: (A) to Assignor's knowledge, it is the sole and exclusive owner of the entire right, title and interest in each of the Marks in connection with the conduct of its business in the jurisdictions in which it is operating; (B) to Assignor's knowledge, the Marks are free and clear of any liens, pledges, assignments or other encumbrances; (C) it has the unqualified right to enter into this Agreement and perform its terms; (D) the Marks are subsisting and have not been adjudged invalid or unenforceable; (E) to Assignor's knowledge, each of the Marks is valid and enforceable; (F) no material claim has been made that the use of any of the Marks does or may violate the rights of any third person except for claims previously disclosed in writing to Assignee; and (G) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Marks; and (H) to Assignor's knowledge no third party is infringing on such registered Marks. Assignor shall, in any event, indemnify and hold Assignee harmless from all losses, damages, costs and expenses, including reasonable legal costs and counsel fees, incurred by Assignee as the direct or indirect result of any action, claim or demand, whether or not groundless, alleging that any Mark infringes any service marks or trademarks held by third parties. **IT IS INTENDED THAT THE INDEMNITY PROVIDED IN THIS SECTION SHALL SURVIVE THE REPAYMENT OF THE OBLIGATIONS, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT.**

3. Right to Benefits. If, before the Obligations shall have been satisfied in full, Assignor shall become entitled to the benefit of any additional service mark, trademark registration or application, the provisions of paragraph 1 hereof shall automatically apply thereto and Assignor shall give Assignee reasonably prompt written notice thereof.

4. Future Marks. Assignor authorizes Assignee to modify this Agreement by amending Schedule A to include any future service marks, trademarks, or trade names which are Marks under paragraph 1 or paragraph 3 hereof.

5. Events of Default.

a. It shall constitute an event of default (each, an "Event of Default") hereunder if (1) any representation or warranty of Assignor as herein set forth should prove to be false or materially incorrect, or (2) Assignor violates or fails to fulfill each and all of the covenants of Assignor as herein set forth.

b. The occurrence of any Event of Default as defined under any of the Loan Documents shall also constitute an Event of Default under this Agreement, and any Event of Default under this Agreement shall constitute an Event of Default under each of the Loan Documents.

6. Assignor's Right to Use Marks. Unless and until an Event of Default shall occur, Assignor shall retain the legal and equitable title to the Marks and shall have the right to use the Marks in the ordinary course of its business but shall not be permitted to sell, assign, transfer or otherwise encumber the Marks or any part thereof except as otherwise permitted in writing by Assignee.

7. Maintenance of Marks. Assignor shall have the duty to diligently maintain all registrations of those Marks which remain in use in interstate commerce, including the timely filing of declarations of continuous use and renewals as appropriate to prosecute and to prevent infringement of such Marks.

8. Assignee's Rights As Secured Party. If any Event of Default shall have occurred, Assignee shall have, in addition to all other rights and remedies given it by this Agreement and the Loan Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction which governs the perfection of any lien in the Marks and, without limiting the generality of the foregoing, Assignee may immediately, without demand of performance and without advertisement, sell at public or private sale or otherwise realize upon, in New Jersey or elsewhere, all or a portion of the Marks and, as applicable, the goodwill associated therewith, or any interest which any Assignor has therein, and after deducting from the proceeds of said sale or other disposition of the Marks all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds for the payment of the Obligations. Notice of any sale or other disposition of the Marks shall be given in writing to the Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Marks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Marks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. Power of Attorney. If any Event of Default shall have occurred, Assignor hereby authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's names on all applications, documents, papers and instruments necessary for Assignee to use the Marks, or to grant or issue any exclusive or non-exclusive license under the Marks to any third person, or necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Marks and, as applicable, the goodwill associated therewith, to any third person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement and until all of the Obligations shall have been satisfied in full.

10. Termination. If (i) Assignor shall completely satisfy all of the Obligations as of a given point of time, (ii) the maturity date of the Revolving Credit Loans has occurred and (iii) Assignor submits to Assignee a written request that the security interests granted herein be terminated, this Agreement shall terminate and Assignee shall, at Assignor's expense and without recourse to or representation or warranty by Assignee, execute and deliver to Assignor

all releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor the full unencumbered title to the Marks, and, as applicable, the goodwill associated therewith, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

11. Fees and Expenses of the Assignee. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Assignee in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Marks, or in defending or prosecuting any actions or proceedings arising out of or related to the Marks, shall be paid by Assignor on demand by Assignee, and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement.

12. Protection of Marks. Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Marks, in which event Assignor shall at the request of Assignee do any and all lawful acts and execute any and all proper documents reasonably required by Assignee in aid of such enforcement, and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all reasonable costs and expenses incurred by Assignee in the exercise of its rights under this paragraph 12.

13. No Waiver. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Manufacture and Sale. The parties understand and agree that the collateral security interest in the Marks as provided for in this Agreement, together with other collateral provided to Assignee pursuant to the Loan Agreement and the other Loan Documents, will permit Assignee, upon the occurrence and during the continuance of an Event of Default as provided herein, to make use of all rights to the Marks, the goodwill associated therewith and certain equipment and machinery as set forth in the Loan Documents, all of which will permit the Assignee to manufacture and sell the products or provide the services for which the use of the Marks is associated and maintain substantially the same product specifications and quality as maintained by Assignor.

16. Amendment. This Agreement is subject to modification only by a writing signed by the parties in accordance with the Loan Agreement, except as provided in paragraph 4.

17. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

18. Further Acts. Assignor agrees to execute and file any documents which are or may be required in order to perfect the recording of this Agreement in the United States Patent and Trademark Office.

19. GOVERNING LAW; CONSENT TO FORUM. THIS AGREEMENT HAS BEEN NEGOTIATED, EXECUTED AND DELIVERED AT AND SHALL BE DEEMED TO HAVE BEEN MADE IN NEW JERSEY. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY; PROVIDED, HOWEVER, THAT IF ANY OF THE COLLATERAL SHALL BE LOCATED IN ANY JURISDICTION OTHER THAN NEW JERSEY, THE LAWS OF SUCH JURISDICTION SHALL GOVERN THE METHOD, MANNER AND PROCEDURE FOR FORECLOSURE OF ASSIGNEE'S LIEN UPON SUCH COLLATERAL AND THE ENFORCEMENT OF ASSIGNEE'S OTHER REMEDIES IN RESPECT OF SUCH COLLATERAL TO THE EXTENT THAT THE LAWS OF SUCH JURISDICTION ARE DIFFERENT FROM OR INCONSISTENT WITH THE LAWS OF NEW JERSEY. AS PART OF THE CONSIDERATION FOR NEW VALUE RECEIVED, AND REGARDLESS OF ANY PRESENT OR FUTURE DOMICILE OR PRINCIPAL PLACE OF BUSINESS OF ASSIGNOR OR ASSIGNEE, ASSIGNOR HEREBY CONSENTS AND AGREES THAT THE SUPERIOR COURT OF CAMDEN COUNTY, NEW JERSEY, OR, AT ASSIGNEE'S OPTION, THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN ASSIGNOR AND ASSIGNEE PERTAINING TO THIS AGREEMENT OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT. ASSIGNOR EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND ASSIGNOR HEREBY WAIVES ANY OBJECTION WHICH ASSIGNOR MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. ASSIGNOR HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINT AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO ASSIGNOR AT THE ADDRESS SET FORTH IN THE LOAN AND SECURITY AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF ASSIGNOR'S ACTUAL RECEIPT THEREOF OR THREE (3) DAYS AFTER DEPOSIT IN THE U.S. MAILED, PROPER POSTAGE PREPAID. NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO AFFECT THE RIGHT OF ASSIGNEE TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY

LAW, OR TO PRECLUDE THE ENFORCEMENT BY ASSIGNEE OF ANY JUDGMENT OR ORDER OBTAINED IN SUCH FORUM OR THE TAKING OF ANY ACTION UNDER THIS AGREEMENT TO ENFORCE SAME IN ANY OTHER APPROPRIATE FORUM OR JURISDICTION.

20. WAIVERS BY ASSIGNOR. ASSIGNOR WAIVES (i) THE RIGHT TO TRIAL BY JURY (WHICH ASSIGNEE HEREBY ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS OR THE COLLATERAL; (ii) PRESENTMENT, DEMAND AND PROTEST AND NOTICE OF PRESENTMENT, PROTEST, DEFAULT, NON PAYMENT, MATURITY, RELEASE, COMPROMISE, SETTLEMENT, EXTENSION OR RENEWAL OF ANY OR ALL COMMERCIAL PAPER, ACCOUNTS, CONTRACT RIGHTS, DOCUMENTS, INSTRUMENTS, CHATTEL PAPER AND GUARANTIES AT ANY TIME HELD BY ASSIGNEE ON WHICH ASSIGNOR MAY IN ANY WAY BE LIABLE AND HEREBY RATIFIES AND CONFIRMS WHATEVER ASSIGNEE MAY DO IN THIS REGARD; (iii) NOTICE PRIOR TO TAKING POSSESSION OR CONTROL OF THE COLLATERAL OR ANY BOND OR SECURITY WHICH MIGHT BE REQUIRED BY ANY COURT PRIOR TO ALLOWING ASSIGNEE TO EXERCISE ANY OF ASSIGNEE'S REMEDIES; (iv) THE BENEFIT OF ALL VALUATION, APPRAISEMENT AND EXEMPTION LAWS; (v) NOTICE OF ACCEPTANCE HEREOF; AND (VI) EXCEPT AS PROHIBITED BY LAW, ANY RIGHT TO CLAIM OR RECOVER ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. ASSIGNOR ACKNOWLEDGES THAT THE FOREGOING WAIVERS ARE A MATERIAL INDUCEMENT TO ASSIGNEE'S ENTERING INTO THIS AGREEMENT AND THAT ASSIGNEE IS RELYING UPON THE FOREGOING WAIVERS IN ITS FUTURE DEALINGS WITH ASSIGNOR. ASSIGNOR WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THE FOREGOING WAIVERS WITH ITS LEGAL COUNSEL AND HAS KNOWINGLY AND VOLUNTARILY WAIVED ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

21. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

22. Integration. This Agreement represents the entire agreement among the parties hereto with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by any of the parties hereto relative to the subject matter hereof not expressly set forth or referred to herein.

23. Headings. Section and subsection headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Agreement the day and year first above written.

EMTEC, INC.

By: 

Name: SAM BHATT

Title: VP Finance

FLEET CAPITAL CORPORATION

By: 


Name: Daniel B. Rivkind

Title: SVP

STATE OF New Jersey :
: SS.

COUNTY OF
Burlington

Be it remembered, that on this 21 day of November, 2001, before me, the subscriber, in and for said county, personally appeared Samir R. Bhatt of **EMTEC, INC.** who I am satisfied is the person who signed the within instrument, and he acknowledged that he signed and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of a Resolution of its Board of Directors.



Notary Public

My Commission Expires:

THOMAS E. KEYES, JR.
NOTAR - PUBLIC OF NEW JERSEY
My Commission Expires June 12, 2003

STATE OF :
 : SS.
COUNTY OF :

Be it remembered, that on this 26th day of Nov, 2001, before me, the subscriber, in and for said county, personally appeared Dave Rickard, SVP of **FLEET CAPITAL CORPORATION** who I am satisfied is the person who signed the within instrument, and he/she acknowledged that he/she signed and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of a Resolution of its Board of Directors.



Notary Public

My Commission Expires:

ANTHONY G. RUSSO
NOTARY PUBLIC OF NEW JERSEY

Schedule A to Trademark Collateral Security Agreement

U.S. Trademark Applications

Mark	Serial No.	Filing Date	Applicant
EMTEC	76/178,292	December 11, 2000	Emtec, Inc.
EMTEC & Design	76/178,290	December 11, 2000	Emtec, Inc.
EMTEC INC & Design	76/178,291	December 11, 2000	Emtec, Inc.
EMTEC INC E-BUSINESS SIMPLIFIED & Design	76/178,293	December 11, 2000	Emtec, Inc.