



10-30-2008



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇨ ⇨ ⇨ ▼

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

806E.01

1. Name of conveying party(ies):
Mastech Trademark Systems, Inc.

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

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

2. Name and address of receiving party(ies)
Name: PNC Bank, National Association
Internal Address: Commercial Loan Service Ctr./DCC
Street Address: 500 First Avenue
City: Pittsburgh State: PA Zip: 15219

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 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 Change of Name
 Other _____

Execution Date: 10/15/2008

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1908809, 2586085

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Melissa A. Kistorick, Paralegal
 Internal Address: _____

 Street Address: Thorp Reed & Armstrong, LLP
 One Oxford Centre, 301 Grant Street, 14th Fl.
 City: Pittsburgh State: PA Zip: 15219-1425

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
 Jenifer S. Tarasi, Esquire
 Name of Person Signing

Jenifer S. Tarasi
 Signature

Oct. 24, 2008
 Date

10/29/2008 11:00:01 AM 00000026 1908809
 61 6038521
 62 103532787
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Total number of pages including cover sheet, attachments, and document:

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

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Patent, Trademark and Copyright Security Agreement, dated October 15, 2008, made by Mastech Holdings, Inc., a Pennsylvania corporation ("MHI"), Mastech, Inc., a Pennsylvania corporation ("MI"), RPOworldwide, Inc., a Pennsylvania corporation ("RPOWI"), Global Financial Services of Nevada, a Nevada corporation ("GFSN"), and Mastech Trademark Systems, Inc., a Delaware corporation ("MTSI") (MHI, MI, RPOWI, GFSN and MTSI are each, a "Grantor" and collectively, the "Grantors"), for the benefit of PNC Bank, National Association (the "Bank") (the "Security Agreement").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement, dated of even date herewith, by and among the Grantors and the Bank (as amended, restated, modified or supplemented from time to time, the "Loan Agreement"), the Bank has agreed to extend credit to the Grantors; and

WHEREAS, the obligations of the Bank under the Loan Agreement are subject to the further condition, among others, that each Grantor grant to the Bank a security interest in certain of its assets, including, without limitation, its patents, patent applications, service marks, service mark applications, service names, trademarks, trademark applications, trade names, goodwill and copyrights, copyright applications and copyright registrations pursuant to the terms and conditions of this Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each Grantor agrees as follows:

1. Incorporation of the Loan Agreement. The Loan Agreement is hereby incorporated herein in its entirety by this reference thereto. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement.

2. Security Interest in Patents. To secure the complete and timely satisfaction of the Debt, each Grantor hereby grants and conveys to the Bank a Lien in all of such Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) – (d), are hereinafter individually and/or collectively referred to as the "Patents").

3. Security Interest in Trademarks and Goodwill. To secure the complete and timely satisfaction of the Debt, each Grantor hereby grants and conveys to the Bank a Lien in all of such

Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications (but excluding any application to register any trademark, service mark or other mark prior to filing under applicable Law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a Lien thereon or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark) listed on Schedule B, attached hereto and made a part thereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a) – (d), are hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) the entire goodwill of such Grantor's business including, without limitation, such goodwill connected with and symbolized by the Trademarks.

4. Security Interest in Copyrights. To secure the complete and timely satisfaction of the Debt, each Grantor hereby grants and conveys to the Bank a Lien in all of such Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed copyrights, original works of authorship fixed in any tangible medium of expression and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Copyright Office, listed on Schedule C, attached hereto and made a part hereof, and (a) all extensions and renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, together with the items described in (a) – (d) are hereinafter individually and/or collectively referred to as the "Copyrights").

5. Security Interest in Licenses. To secure the complete and timely satisfaction of the Debt, each Grantor hereby grants and conveys to the Bank a Lien in all of such Grantor's right, title and interest in and to all of its license agreements with any other party whether such Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule D attached hereto and made a part hereof, now or hereafter owned by such Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter collectively referred to as the "Licenses").

6. Restrictions on Future Security Interests. Each Grantor agrees that until the Debt has been satisfied in full and the Loan Agreement and all other Loan Documents shall have been

terminated, such Grantor will not enter into any other agreement granting any Lien or security interest in or relating to the Patents, Licenses, Trademarks or Copyrights and such Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights granted to the Bank under this Security Agreement.

7. Patents, Licenses, Trademarks and Copyrights. Each Grantor represents and warrants that the Patents, Licenses, Trademarks and Copyrights of such Grantor listed on Schedules A, B, C and D respectively, constitute all of the Patents, Licenses, Trademarks and Copyrights now owned by such Grantor. Each Grantor hereby authorizes the Bank as its attorney in fact to modify this Security Agreement by amending Schedules A, B, C and/or D, as applicable, to include any future Patents, Licenses, Trademarks and Copyrights, as applicable, of such Grantor under Paragraphs 2, 3, 4 and 5 above or under this Paragraph 7, and to file or refile this Security Agreement with the United States Patent and Trademark Office and/or Copyright Office, as the case may be.

8. Representations and Warranties. Each Grantor represents and warrants to and agrees with the Bank that, except as otherwise set forth in the schedules hereto:

(i) The Patents, Licenses, Trademarks and Copyrights set forth on Schedules A, B, C and D are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(ii) Each of the Patents, Licenses, Trademarks and Copyrights set forth on Schedules A, B, C and D are valid and enforceable;

(iii) Such Grantor, as applicable, is the owner of the Patents, Licenses, Trademarks and Copyrights set forth on Schedules A, B, C and D and has the power and authority to make, and will continue to have authority to perform, this Security Agreement according to its terms;

(iv) This Security Agreement does not violate and is not in contravention of any other agreement to which any Grantor is a party or any judgment or decree by which any Grantor is bound and does not require any consent under any other agreement to which any Grantor is a party or by which any Grantor is bound. Each Grantor hereby authorizes the Patent and Trademark Office and the Copyright Office to issue any and all Patents on said inventions and any and all certificates of registration on all Trademarks and Copyrights to the Bank following the occurrence of an Event of Default that is continuing as the grantee of the pledge of such applicable Grantor's entire interest;

(v) There has been no unreleased prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents, Licenses, Trademarks or Copyrights or any part thereof and the same are free from all Liens of any kind, including, but not limited to, copyrights, shop rights and covenants not to sue third persons, except as may be otherwise set forth in the Loan Agreement; and

(vi) The Licenses are valid and binding agreements enforceable according to their terms. Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

9. Royalties; Terms. Each Grantor hereby agrees that the use by the Bank of all Patents, Licenses, Trademarks and Copyrights of such Grantor as described above shall be worldwide to the extent of such Grantor's rights therein and without any liability for royalties or other related charges from the Bank to such Grantor. The security interest granted herein and the rights associated therewith shall extend until the earlier of (i) the expiration of each of the respective Patents, Licenses, Trademarks and Copyrights assigned hereunder or (ii) the Debt having been satisfied in full and the Loan Agreement and all other Loan Documents having been terminated.

10. Continuing Validity of Debt. The agreements and obligations of the Grantors hereunder are continuing agreements and obligations, and are absolute and unconditional irrespective of the genuineness, validity or enforceability of the Loan Agreement, the Notes or any other instrument or instruments now or hereafter evidencing the Debt or any part thereof or of the other Loan Documents or any other agreement or agreements now or hereafter entered into by the Bank and any Loan Party pursuant to which the Debt or any part thereof is issued or of any other circumstance which might otherwise constitute a legal or equitable discharge of such agreements and obligations. Without limitation upon the foregoing, such agreements and obligations shall continue in full force and effect as long as the Debt or any part thereof remains outstanding and unpaid and shall remain in full force and effect without regard to and shall not be released, discharged or in any way affected by (i) any renewal, refinancing or refunding of the Debt in whole or in part, (ii) any extension of the time of payment of the Notes or other instrument or instruments now or hereafter evidencing the Debt, or any part thereof, (iii) any compromise or settlement with respect to the Debt or any part thereof, or any forbearance or indulgence extended to any Loan Party, (iv) any amendment to or modification of the terms of the Notes or other instrument or instruments now or hereafter evidencing the Debt or any part thereof or any other agreement or agreements now or hereafter entered into by the Bank and any Loan Party pursuant to which the Debt or any part thereof is issued or secured, (v) any substitution, exchange, or release of a portion of, or failure to preserve, perfect or protect, or other dealing in respect of, the Patents, Licenses, Trademarks and Copyrights or any other property or any security for the payment of the Debt or any part thereof, (vi) any bankruptcy, insolvency, arrangement, composition, assignment for the benefit of creditors or similar proceeding commenced by or against any Loan Party, (vii) any dissolution, liquidation or termination of any Loan Party for any reason whatsoever or (viii) any other matter or thing whatsoever whereby the agreements and obligations of any Grantor hereunder, would or might otherwise be released or discharged. Each Grantor hereby waives notice of the acceptance of this Security Agreement by the Bank.

11. Duties of the Grantors. Except as may be otherwise agreed to by the Bank, each Grantor shall have the duty to (i) prosecute diligently any patent application of the Patents made by such Grantor and any trademark or service mark application or copyright application made by such Grantor pending as of the date hereof or hereafter until the Debt shall have been satisfied in full and the Loan Agreement shall have terminated, (ii) make application on unpatented but patentable inventions, on trademarks and service marks and on copyrights, as appropriate, (iii)

preserve and maintain all of such Grantor's rights in patent applications and patents of the Patents; trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks; and copyright applications and copyright registrations of the Copyrights in accordance with its customary practices in the ordinary course of business, and (iv) to take all reasonable steps necessary to ensure that the Patents; Trademarks and Copyrights do not become abandoned or dedicated to the public, or the remedies available against potential infringers weakened. Any expenses incurred in connection with the duties set forth in this Paragraph 11 shall be borne by the Grantors. No Grantor shall abandon any right to file a patent application, trademark application or copyright application, or any pending patent application, trademark application, copyright application, Patent, Trademark, or Copyright, without the prior written consent of the Bank.

12. Financing Statements; Documents. Each Grantor hereby authorizes the Bank to file one or more financing statements pursuant to the Uniform Commercial Code or other applicable Law in form satisfactory to the Bank and the Grantors will pay the costs of filing and/or recording this Security Agreement and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by the Bank. Each Grantor will execute and deliver to the Bank from time to time such supplemental security agreements or other instruments, including, without limitation, additional Security Agreements to be filed with the United States Patent and Trademark Office or Copyright Office, as the Bank may require for the purpose of confirming the Bank's security interest in the Patents, Licenses, Trademarks and Copyrights.

13. Rights of the Grantors and/or the Bank to Sue. Each Grantor may enforce its rights in the Patents, Licenses, Trademarks and Copyrights of such Grantor with or without the Bank's participation. If requested by any Grantor, the Bank shall participate in suits to enforce such rights as a nominal plaintiff for jurisdictional purposes. The Bank shall have the same rights, if any, as each Grantor has, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Licenses, Trademarks and Copyrights of such Grantor, and any licenses thereunder, and, if the Bank shall commence any such suit, the Grantors shall, at the request of the Bank, do any and all lawful acts and execute any and all proper documents required by the Bank in aid of such enforcement and the Grantors shall promptly, upon demand and as part of the Debt, reimburse and indemnify the Bank for all costs and expenses incurred by the Bank in the exercise of its rights under this Paragraph 13.

14. Defeasance. Notwithstanding anything to the contrary contained in this Security Agreement, upon payment in full of the Debt and performance of all obligations of the Loan Parties under the Loan Agreement and the other Loan Documents, this Security Agreement shall terminate and be of no further force and effect and at the request of the Grantors, the Bank shall thereupon terminate its security interest in the Patents, Licenses, Trademarks and Copyrights. Until such time, however, this Security Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, provided that no Grantor may assign this Security Agreement or any of its rights under this Security Agreement or delegate any of its duties or obligations under this Security Agreement and any such attempted assignment or delegation shall be null and void. This Security Agreement is not intended and shall not be construed to obligate the Bank to take any action whatsoever with respect to the Patents, Licenses, Trademarks and

Copyrights or to incur expenses or perform or discharge any obligation, duty or disability of any Grantor.

15. Waivers. No course of dealing among the Loan Parties and the Bank nor any failure to exercise nor any delay in exercising, on the part of the Bank, 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.

16. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held to be invalid or 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 Security Agreement in any jurisdiction.

17. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 7 hereof or by a writing signed by the parties hereto.

18. Cumulative Remedies; Effect on other Loan Documents. All of the Bank's rights and remedies with respect to the Patents, Licenses, Trademarks and Copyrights, whether established hereby, by the Loan Agreement or any other Loan Document, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently. Each Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Bank under the Loan Agreement or the other Loan Documents but rather is intended to facilitate the exercise of such rights and remedies.

19. Binding Effect; Benefits. This Security Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of the Bank and its successors and assigns.

20. Governing Law. This Security Agreement has been delivered and accepted in Pittsburgh, Pennsylvania and shall be governed by and construed in accordance with the Laws of the Commonwealth of Pennsylvania without regard to the conflict of law provisions thereof.

21. Notices. All notices, statements, requests and demands and other communications given to or made upon the Grantors or the Bank in accordance with the provisions of this Agreement shall be given or made as provided in Section 8.04 of the Loan Agreement.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned have executed and delivered this Security Agreement on the date first written above as a document under seal.

WITNESS:

Jennifer F. Lacey

MASTECH, HOLDINGS, INC., a Pennsylvania corporation

By: *Steven J. Shangold* (SEAL)
Name: Steven J. Shangold
Title: President and CEO

WITNESS:

Jennifer F. Lacey

MASTECH, INC., a Pennsylvania corporation

By: *Steven J. Shangold* (SEAL)
Name: Steven J. Shangold
Title: President and CEO

WITNESS:

Jennifer F. Lacey

RPOWORLDWIDE, INC., a Pennsylvania corporation

By: *Steven J. Shangold* (SEAL)
Name: Steven J. Shangold
Title: President and CEO

WITNESS:

Jennifer F. Lacey

GLOBAL FINANCIAL SERVICES OF NEVADA, a Nevada corporation

By: *Steven J. Shangold* (SEAL)
Name: Steven J. Shangold
Title: Vice President

WITNESS:

Jennifer F. Lacey

MASTECH TRADEMARK SYSTEMS, INC., a Delaware corporation

By: *Steven J. Shangold* (SEAL)
Name: Steven J. Shangold
Title: President and CEO

SCHEDULE A

PATENTS

NONE

SCHEDULE B

TRADEMARKS/TRADE NAMES

The following Trademarks are held by Mastech Trademark Systems, Inc:

MARK	COUNTRY	REG. NUMBER	REG. DATE
MASTECH	US	1908809	8/1/1995
MASTECH	CA	468030	12/30/1996
M AND DESIGN	CA	467107	12/4/1996
MASTECH	FR	99793575	5/21/1999
MASTECH	BX	643654	10/28/1998
MASTECH	CH	461521	10/28/1998
MASTECH	DE	39930976	9/14/1999
MASTECH	IT	861808	4/8/2002
EMPLIFI	US	2586085	6/25/2002
EMPLIFI	US	2586085	6/25/2002

SCHEDULE C

COPYRIGHTS

NONE