Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (ex p. 6/30/2005

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

The Bartech Group, Inc.
17199 North Laurel Park Drive, Suite 224
Livonia, MI 48152

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other: ____

Citizenship (see guidelines) Michigan

Execution Date(s) April 27, 2011

Additional names of conveying parties attached? ☒ Yes ☐ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Wells Fargo Bank, National Association, as Agent

Internal Address: ____

Street Address: 34100 Woodward Avenue, Suite 300

City: Birmingham

State: MI

Country: USA Zip: 48009

☒ Association Citizenship USA
☐ General Partnership Citizenship ____
☐ Limited Partnership Citizenship ____
☐ Corporation Citizenship
☐ Other ☐ Citizenship

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)

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other ____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Schedule A Attached

B. Trademark Registration No.(s) See Schedule A Attached

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

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

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwers.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $40 –

☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 5283
Expiration Date 10/12

b. Deposit Account Number ____
Authorized User Name: ____

9. Signature: M Mercedes Farinas 4/28/11
Signature Date

Mercedes Farinas
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 19

Documents to be recorded (including cover sheet) should be faxed to (703) 306-8995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP $40.00 138542

700461978

Additional Conveying parties:

Bartech Technical Services LLC - Michigan LLC
Bartech Technical Services of Canada, Ltd. - Michigan Corporation
Bartech IT Solutions, LLC - Michigan LLC
17199 North Laurel Park Drive - Suite 224
Livonia, Michigan 48152-2679

SCHEDULE A TO RIDER TO SECURITY AGREEMENT - TRADEMARKS

TRADEMARK	OWNER	APPLICATION OR REGISTRATION NO.	COUNTRY	REGISTRATION OR FILING DATE
"BARTECH"	The Bartech Group, Inc.	Reg. No. 1,385,420	USA	Reg. Date: 4/4/1986

TRADEMARK
REEL: 004533 FRAME: 0640

EXECUTION

Rider to Security Agreement - Trademarks

THIS RIDER TO SECURITY AGREEMENT ("***Rider***") is executed as of this 27th day of April, 2011, by and between **THE BARTECH GROUP, INC.**, f/k/a Bartech, Inc., a Michigan corporation ("***Bartech***"), **BARTECH TECHNICAL SERVICES LLC**, a Michigan limited liability company ("***BTS***"), **BARTECH TECHNICAL SERVICES OF CANADA, LTD.**, a Michigan corporation ("***BTSC***"), and **BARTECH IT SOLUTIONS, LLC**, a Michigan limited liability company ("***BIT***"; and together with Bartech, BTS, and BTSC, are individually, collectively and in all combinations referred to in this Rider as "***Grantor***") with an address at 17199 North Laurel Park Drive, Suite 224, Livonia, Michigan 48152, and **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("***Wells Fargo***"), with an address at 34100 Woodward Avenue, Suite 300, Birmingham, Michigan 48009, Attention: Portfolio Manager-Bartech, in its capacity as agent (Wells Fargo in such capacity, "***Agent***") for itself and the other lenders (collectively, the "***Lenders***") from time to time party to that certain Revolving Credit and Security Agreement of approximate even date herewith among Bartech, BTS, BTSC, BIT, Agent, and Lenders (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "***Security Agreement***"). This Rider is incorporated into and made part of the Security Agreement, and also into certain other financing documents and security agreements executed by and between the Grantor and Agent or by and between the Borrowers and/or the Guarantors (both as defined in the Security Agreement) and the Agent and the Lenders (all such documents including this Rider being collectively referred to as "***Loan Documents***"). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.

The Grantor has adopted, used and is using (or has filed applications, other than intent-to-use applications, for the registration of) the trademarks, service marks and trade names listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "***Trademarks***").

Agent desires to acquire a lien and security interest on the Trademarks and the registration thereof, together with all the goodwill of the Grantor associated therewith and represented thereby, as security for all of the Obligations (as defined in the Security Agreement) to Agent and the Lenders, and Agent desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Grant of Security Interest**. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure payment and performance of the

TRADEMARK
REEL: 004533 FRAME: 0641

Obligations, the Grantor grants a lien and security interest to Agent in all its present and future right, title and interest in and to the Trademarks, together with all the goodwill and other tangible assets of the Grantor associated with and represented by the Trademarks, and the non-intent-to-use applications for and registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits provided, however, that any intent-to-use Trademarks shall be excluded from the foregoing grant at all times prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law.

2. **Representations and Warranties**. The Grantor represents, warrants and covenants that: (a) the Trademarks are subsisting and have not been abandoned, suspended, voluntarily terminated or canceled by the Grantor, have not been adjudged invalid or unenforceable, and to the best of the Grantor's knowledge, there is no reason why the Trademarks should be adjudged invalid or unenforceable; (b) each of the Trademarks is valid and enforceable; (c) the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and other than Permitted Encumbrances, each of the Trademarks is free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by the Grantor not to sue third persons; (d) the Grantor has the unqualified right to enter into this Rider and perform its terms; (e) the Grantor has used, and will continue to use for the duration of this Rider, where commercially feasible, proper notice, as required by 15 U.S.C. §§ 1051-1127 in connection with its use of the Trademarks; and (f) the Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any of the Trademarks may become invalidated, abandoned, unenforceable, avoided, avoidable or otherwise materially diminished in value, and shall notify Agent immediately if it knows of any reason or has any reason to know of any grounds under which any of the foregoing may occur.

3. **Covenants**. The Grantor further covenants to Agent that until all of the Obligations have been satisfied in full: (a) the Grantor shall maintain the Trademarks in full force and effect; (b) the Grantor will not enter into any agreements which are inconsistent with the Grantor's obligations under this Rider or which restrict or impair Agent's rights hereunder; and (c) if the Grantor acquires rights to any new non-intent-to-use Trademarks, the provisions of this Rider shall automatically apply thereto provided, however, that any intent-to-use Trademarks shall be excluded from the foregoing grant at all times prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law and the Grantor shall give Agent prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Grantor shall have the right to enter into agreements in the ordinary course of business with respect to the Trademarks.

4. **Exclusive Use of Trademarks**. So long as this Rider is in effect and so long as the Grantor has not received notice from Agent that an Event of Default has occurred and is

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REEL: 004533 FRAME: 0642

continuing under the Loan Documents and that Agent has elected to exercise its rights to assignment hereunder, the Grantor shall continue to have the exclusive right to use the Trademarks including licenses thereof, and Agent shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

5. **Negative Pledge**. The Grantor agrees not to sell, assign (by operation of law or otherwise) or further encumber its rights and interest in the Trademarks without prior written consent of Agent. The Grantor shall defend the Trademarks against and shall take other action as is necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, and will defend the right, title and interest of Agent in and to any of the Grantor's rights under the Trademarks against the claims or demands of all persons whatsoever.

6. **No Additional Trademarks**. As of the date hereof, the Grantor does not own any Trademarks, or have any Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants, registrations or applications for registrations listed on Schedule A annexed hereto and made a part hereof.

7. **Pledge of Additional Trademarks**. In the event the Grantor, either itself or through any agent, employee, licensee or designee shall:

(a) file or record an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof; or

(b) file or record any assignment of any Trademark which the Grantor may acquire, own or license from a third party, with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof;

the Grantor shall promptly, but in no event more than fifteen (15) days subsequent to such filing, notify Agent thereof, and, upon request of Agent shall promptly, but in no event more than twenty (20) days subsequent to such notice or the receipt of documents from Agent, execute and deliver any and all assignments, agreements, instruments, documents and papers as Agent may reasonably request to evidence Agent's interest in such Trademark and the goodwill of the Grantor associated thereto or represented thereby. The Grantor hereby grants Agent a power of attorney, irrevocable until the Obligations are fully paid and satisfied, to modify this Rider by amending Schedule A, as applicable, to include any future Trademarks or Licenses, including, without limitation, registrations or applications appurtenant thereto, covered by this Rider.

8. **Remedies Upon Default**. (a) Anything herein contained to the contrary notwithstanding, if and while a Default exists and is continuing under the Loan Documents, the Grantor hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

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(b) For such purposes, and in the event of a Default under the Loan Documents and while such Default exists and is continuing, the Grantor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for Agent to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or, necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

(c) The Grantor expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, the Grantor shall also execute and deliver to Agent such documents as Agent shall reasonably request to permanently assign all rights in the Trademarks to Agent, including, without limitation, the Trademark Assignment attached as Exhibit 1 to this Rider, which documents shall be held by Agent, until the occurrence of a Default. After such occurrence, Agent may, at its sole option, record such documents with the Patent and Trademark Office.

9. **Subject to Security Agreement**. This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

10. **Inconsistent with Security Agreement**. All rights and remedies herein granted to Agent shall be in addition to any rights and remedies granted to Agent under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

11. **Termination of Agreement**. Upon payment and performance in full of all Obligations under the Loan Documents, upon the written request of Grantor, Agent shall execute and deliver to the Grantor all documents necessary to re-vest all rights in and to the Trademarks in the Grantor and/or terminate any interest of Agent therein, including those acquired pursuant to the Trademark Assignment, if any.

12. **Prosecution of Trademark Applications**. (a) Subject to the terms of the Loan Documents, the Grantor shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Rider or thereafter, until the Obligations shall have been satisfied in full, to preserve and maintain all rights in the registration and grant of the Trademarks, to take such actions consistent with its reasonable business judgment to protect the Trademark and recover damages for any infringement of the Trademarks, and upon reasonable request of Agent, the Grantor shall make federal application on registerable but unregistered trademarks belonging to the Grantor. Any reasonable expenses incurred in connection with such applications or defense of said Trademarks shall be borne by the Grantor. The Grantor shall not abandon any Trademark without the written consent of Agent.

TRADEMARK
REEL: 004533 FRAME: 0644

(b) The Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event Agent may, if the Grantor deems it necessary or after and during the continuance of a Default under the Loan Documents, be joined as a nominal party to such suit if Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify Agent for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by Agent in the fulfillment of the provisions of this paragraph.

13. **Responsibility and Liability**. The Grantor assumes all responsibility and liability arising from the use of the Trademarks, and hereby indemnifies and holds Agent, each Lender and each director, officer, employee, affiliate and agent of Agent and such Lender, harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising in connection with any of the Trademarks or otherwise arising out of the Grantor's operation of its business from the use of the Trademarks. In any suit, proceeding or action brought by Agent under any License for any sum owing thereunder, or to enforce any provisions of such License, the Grantor will indemnify and keep Agent and Lenders harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of the Grantor of any obligation thereunder or arising out of any agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Grantor, and all such Obligations of the Grantor shall be and remain enforceable against and only against the Grantor and shall not be enforceable against Agent or any Lender.

14. **Agent's Rights**. Agent may, in its sole discretion, pay any amount or do any act required of the Grantor hereunder or requested by Agent to preserve, defend, protect, maintain, record or enforce the Grantor's obligations contained herein, the Obligations of the Grantor to Agent, the Trademarks, or the right, title and interest granted Agent herein, and which the Grantor fails to do or pay, and any such payment shall be deemed an advance by Agent to the Grantor and shall be payable on demand together with interest thereon at the default rate specified in the Loan Documents.

15. **Protection of the Trademarks**. The Grantor agrees that if it learns of any use by any person or any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, the Grantor shall promptly notify Agent of such use, lien, security interest, claim, right or other encumbrance and, if requested by Agent, shall join with Agent, at the Grantor's expense, in such action as Agent, in its reasonable discretion, may deem advisable for the protection of Agent's interest in and to the Trademarks, it being understood that the foregoing shall not preclude the Grantor from bringing an action against a person for the protection of the Grantor's interest in and to such Trademarks.

16. **Additional Remedies**. Upon the occurrence of and during the continuance of a Default under the Loan Documents, Agent may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in Agent's name, but at the Grantor's expense, and the Grantor hereby agrees to reimburse Agent in full for all reasonable

TRADEMARK
REEL: 004533 FRAME: 0645

expenses, including reasonable attorney's fees, incurred by Agent in protecting, defending and maintaining the Trademarks.

17. **Governing Law**. **THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.**

18. **Counterparts**. This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or email transmission in PDF format shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission or email transmission in PDF format shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission or email transmission in PDF format.

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TRADEMARK
REEL: 004533 FRAME: 0646

WITNESS the due execution hereof as a document under seal, as of the date first written above.

WITNESS / ATTEST:

Shelly R. Dechert

Print Name: SHELLY R. DECHERT
Title: _____
(Include title only if an officer of entity signing to the right)

THE BARTECH GROUP, INC. F/K/A BARTECH, INC.

By: _____
Jon E. Barfield, President

Shelly R. Dechert

Print Name: SHELLY R. DECHERT
Title: _____
(Include title only if an officer of entity signing to the right)

BARTECH TECHNICAL SERVICES LLC

By: _____
Jon E. Barfield, President

Shelly R. Dechert

Print Name: SHELLY R. DECHERT
Title: _____
(Include title only if an officer of entity signing to the right)

BARTECH TECHNICAL SERVICES OF CANADA, LTD.

By: _____
Jon E. Barfield, President

Shelly R. Dechert

Print Name: SHELLY R. DECHERT
Title: _____
(Include title only if an officer of entity signing to the right)

BARTECH IT SOLUTIONS, LLC

By: _____
Jon E. Barfield, President

TRADEMARK
REEL: 004533 FRAME: 0647

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: Kim P Gorman

Its: Senior Relationship Manager

TRADEMARK
REEL: 004533 FRAME: 0648

STATE OF MICHIGAN)
) ss:
COUNTY OF WASHTENAW)

On this, the 27th day of April, 2011, before me, a Notary Public, the undersigned officer, personally appeared Jon E. Barfield, who acknowledged himself to be the President of **The Bartech Group, Inc.**, a Michigan corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Shelly R. Dechert, Notary Public
Lenawee County, Michigan
Commission Expires: 06/25/2016
Acting in Washtenaw County

Shelly R. Dechert
Notary Public
My commission expires: _____
_____ County, _____
Acting in _____ County, _____

STATE OF MICHIGAN)
) ss:
COUNTY OF WASHTENAW)

On this, the 27th day of April, 2011, before me, a Notary Public, the undersigned officer, personally appeared Jon E. Barfield, who acknowledged himself to be the President of **Bartech Technical Services LLC**, a Michigan limited liability company, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Shelly R. Dechert, Notary Public
Lenawee County, Michigan
Commission Expires: 06/25/2016
Acting in Washtenaw County

Shelly R. Dechert
Notary Public
My commission expires: _____
_____ County, _____
Acting in _____ County, _____

TRADEMARK
REEL: 004533 FRAME: 0649

STATE OF MICHIGAN)
) ss:
COUNTY OF WASHTENAW)

On this, the 27th day of April, 2011, before me, a Notary Public, the undersigned officer, personally appeared Jon E. Barfield, who acknowledged himself to be the President of **Bartech Technical Services of Canada, Ltd.**, a Michigan corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Shelly R. Dechert, Notary Public
Lenawee County, Michigan
Commission Expires: 06/25/2016
Acting in Washtenaw County

Shelly R. Dechert
Notary Public
My commission expires: _____
_____ County, _____
Acting in _____ County, _____

STATE OF MICHIGAN)
) ss:
COUNTY OF WASHTENAW)

On this, the 27th day of April, 2011, before me, a Notary Public, the undersigned officer, personally appeared Jon E. Barfield, who acknowledged himself to be the President of **Bartech IT Solutions, LLC**, a Michigan limited liability company, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Shelly R. Dechert, Notary Public
Lenawee County, Michigan
Commission Expires: 06/25/2016
Acting in Washtenaw County

Shelly R. Dechert
Notary Public
My commission expires: _____
_____ County, _____
Acting in _____ County, _____

TRADEMARK
REEL: 004533 FRAME: 0650

STATE OF MICHIGAN)
) ss:
COUNTY OF Oakland)

On this, the 27th day of April, 2011, before me, a Notary Public, the undersigned officer, personally appeared Kim Gorman, who acknowledged her/himself to be the Vice President of **Wells Fargo Bank, National Association** and that s/he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said bank as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Bonita M. Kobb

Notary Public
My commission expires: _____
_____ County, _____
Acting in _____ County, _____

BONITA M. KOBB
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Mar 26, 2014
ACTING IN COUNTY OF Oakland

TRADEMARK
REEL: 004533 FRAME: 0651

EXHIBIT I
FORM OF TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 004533 FRAME: 0652

TRADEMARK ASSIGNMENT

WHEREAS, THE BARTECH GROUP, INC., f/k/a Bartech, Inc., a Michigan corporation ("***Bartech***"), **BARTECH TECHNICAL SERVICES LLC**, a Michigan limited liability company ("***BTS***"), **BARTECH TECHNICAL SERVICES OF CANADA, LTD.**, a Michigan corporation ("***BTSC***"), **BARTECH IT SOLUTIONS, LLC**, a Michigan limited liability company ("***BIT***") (Bartech, BTS, BTSC, and BIT are individually, collectively and in all combinations referred to in this Assignment as "***Grantor***") is the owner of the entire right, title and interest in and to the United States trademarks, trade names and registrations listed on Schedule A attached hereto and made a part hereof (collectively, the "***Trademarks***"), which are registered in the United States Patent and Trademark Office or which are subject of pending applications in the United States Patent and Trademark Office; and

WHEREAS, WELLS FARGO BANK, NATIONAL ASSOCIATION ("***Wells Fargo***"), in its capacity as agent (Wells Fargo in such capacity, "***Agent***") for itself and the other lenders (the "***Lenders***") from time to time party to the Security Agreement (defined below), having a place of business at 34100 Woodward Avenue, Suite 300, Birmingham, Michigan 48009, Attention: Portfolio Manager-Bartech, identified as the "Agent" under that certain Rider to Security Agreement - Trademarks of even date herewith (the "***Rider***") (the "***Grantee***") is desirous of acquiring said Trademarks; and

WHEREAS, the Grantee has a security interest in the assets of the Grantor adequate to carry on the business of the Grantor; and

WHEREAS, the Rider provides that this Assignment shall become effective upon the occurrence and during the continuance of a Default as defined in the Revolving Credit and Security Agreement among Grantor, Grantee, and the Lenders dated of approximate even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "***Security Agreement***").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Grantor, for itself and its successors and assigns does hereby collaterally transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks, the goodwill of the business associated with such Trademarks and all proceeds thereof and all rights and proceeds associated therewith.

[*Remainder of Page Intentionally Left Blank*]

TRADEMARK
REEL: 004533 FRAME: 0653

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed by its duly authorized officer on this ____ day of _____, 2011.

WITNESS / ATTEST:

THE BARTECH GROUP, INC. F/K/A BARTECH, INC.

_____

By: _____
Jon E. Barfield, President

Print Name: _____
Title: _____
(Include title only if an officer of entity signing to the right)

BARTECH TECHNICAL SERVICES LLC

_____

By: _____
Jon E. Barfield, President

Print Name: _____
Title: _____
(Include title only if an officer of entity signing to the right)

BARTECH TECHNICAL SERVICES OF CANADA, LTD.

_____

By: _____
Jon E. Barfield, President

Print Name: _____
Title: _____
(Include title only if an officer of entity signing to the right)

BARTECH IT SOLUTIONS, LLC

_____

By: _____
Jon E. Barfield, President

Print Name: _____
Title: _____
(Include title only if an officer of entity signing to the right)

TRADEMARK
REEL: 004533 FRAME: 0654

STATE OF MICHIGAN)
) ss:
COUNTY OF)

On this, the ____ day of April, 2011, before me, a Notary Public, the undersigned officer, personally appeared Jon E. Barfield, who acknowledged himself to be the President of **The Bartech Group, Inc.**, a Michigan corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public
My commission expires: _____
_____ County, _____
Acting in _____ County, _____

STATE OF MICHIGAN)
) ss:
COUNTY OF)

On this, the ____ day of April, 2011, before me, a Notary Public, the undersigned officer, personally appeared Jon E. Barfield, who acknowledged himself to be the President of **Bartech Technical Services LLC**, a Michigan limited liability company, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public
My commission expires: _____
_____ County, _____
Acting in _____ County, _____

TRADEMARK
REEL: 004533 FRAME: 0655

STATE OF MICHIGAN)
) ss:
COUNTY OF)

On this, the ____ day of April, 2011, before me, a Notary Public, the undersigned officer, personally appeared Jon E. Barfield, who acknowledged himself to be the President of **Bartech Technical Services of Canada, Ltd.**, a Michigan corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public
My commission expires: _____
_____ County, _____
Acting in _____ County, _____

STATE OF MICHIGAN)
) ss:
COUNTY OF)

On this, the ____ day of April, 2011, before me, a Notary Public, the undersigned officer, personally appeared Jon E. Barfield, who acknowledged himself to be the President of **Bartech IT Solutions, LLC**, a Michigan limited liability company, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public
My commission expires: _____
_____ County, _____
Acting in _____ County, _____

TRADEMARK
RECORDED: 04/29/2011 REEL: 004533 FRAME: 0656