

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Emtec, Inc.		08/15/2011	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	De Lage Landen Financial Services, Inc.
Street Address:	1111 Old Eagle School Road
City:	Wayne
State/Country:	PENNSYLVANIA
Postal Code:	19087
Entity Type:	CORPORATION: MICHIGAN

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2581456	EMTEC
Registration Number:	2634248	EMTEC
Registration Number:	2634249	EMTEC INC
Registration Number:	3456551	EMTEC FEDERAL AGILITY IN IT
Registration Number:	3452257	EMTEC AGILITY IN IT
Registration Number:	3986655	EMTEC FEDERAL TRANSFORMING IT
Registration Number:	3986654	EMTEC TRANSFORMING IT

CORRESPONDENCE DATA

Fax Number: (215)557-2049
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (215) 988-6991
 Email: tarbox@blankrome.com
 Correspondent Name: Olivia H. Tarbox, Paralegal
 Address Line 1: Blank Rome LLP
 Address Line 2: One Logan Square - 8th Floor

900199920

TRADEMARK
REEL: 004606 FRAME: 0380

CH \$190.00 2581456

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER: 102707-01010

NAME OF SUBMITTER: Olivia H. Tarbox

Signature: /Olivia H. Tarbox/

Date: 08/17/2011

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “IP Security Agreement”) dated August 15, 2011, is made by Emtec, Inc., a New Jersey corporation (the “Grantor”), in favor of De Lage Landen Financial Services, Inc. (“DLL”) and each affiliate of DLL (specifically including, if applicable De Lage Landen Financial Services Canada Inc.) that shall make loans and extensions of credit available to any Canadian Subsidiary (as defined in the Loan Agreement referenced below) (collectively and individually, as the context may require, all such entities, “DLL Canadian Lender”; DLL Canadian Lender and DLL are referred to herein collectively and individually, as the context may require, as “Secured Party”).

WHEREAS, Grantor (among others) has entered into that certain Loan and Security Agreement dated December 7, 2006 between Grantor and certain of its affiliates as “Borrower” and DLL (as it may have been and may hereafter be modified, amended, extended, restated, supplemented or replaced, from time to time, the “Loan and Security Agreement”), including that certain Schedule to the Loan and Security Agreement dated December 7, 2006 executed by Grantor and the other Borrower entities and DLL in connection with and as a part of the Loan and Security Agreement (as it may otherwise have been and may hereafter be modified, amended, extended, restated, supplemented or replaced, from time to time, the “Schedule”), pursuant to which DLL established certain credit facilities in favor of Borrower. The Loan and Security Agreement, collectively together with the Schedule, as either may otherwise have been and may hereafter be modified, amended, extended, restated, supplemented or replaced, from time to time, are referred to herein collectively as the “Loan Agreement”; and

WHEREAS, Grantor and the other Borrower entities executed that certain Guaranty and Suretyship Agreement dated December 7, 2011 in favor of Secured Party (as it may have been and may hereafter be modified, amended, extended, restated, supplemented or replaced, from time to time, the “Canadian Guaranty”), pursuant to which Grantor and the other Borrower entities agreed to guaranty and become surety for the payment and performance of all loans, obligations and liabilities of Canadian Borrowers owing to Secured Party; and

WHEREAS, it is a condition precedent to the Secured Party’s continuing to make loans available to the Grantor and the other Borrower entities under the Loan Agreement that the Grantor grant a security interest to Secured Party in, among other property, intellectual property of Grantor and execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor agrees as follows:

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

Section 2. Grant of Security. Grantor hereby grants to Secured Party a security interest in and to all of Grantor’s right, title and interest and to the following (the “Collateral”):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, and (ii) all renewals thereof (collectively, "**Trademarks**") owned by Grantor, now existing or hereafter adopted or acquired, including, without limitation, any thereof referred to in Schedule I hereto, and all agreements, written or oral, providing for the grant by or to any Person of any right to use any Trademark (collectively, "**Trademark Licenses**") to which Grantor is a party;

(b) (i) all letters patent of the United States or any other country or any political subdivision thereof, and all reissues and extensions thereof, and (ii) all applications for letters patent of the United States and all divisions, continuations and continuations-in-art thereof or any other country or any political subdivision (collectively, "**Patents**") owned by Grantor, all as set forth on Schedule II hereto, and all agreements, whether written or oral, providing for the grant by or to any Person of any right to manufacture, use or sell any invention covered by a Patent (collectively, "**Patent Licenses**") to which Grantor is a party; and

(c) (a) all copyrights, registrations and applications for registration, issued or filed, including any extensions or renewals thereof, by or with the United States Copyright Office or any similar office or agency of the United States, any state thereof, or any other country or political subdivision thereof, or otherwise, including, all rights in and to the material constituting the subject matter thereof, and (b) any rights in any original works of authorship or other copyrightable material protected by common law, United States copyright laws or similar laws or any law of any state thereof (collectively, "**Copyrights**") owned by Grantor, all as set forth on Schedule III hereto, and all agreement, written or oral, providing for a grant by or to any Person of any right in any Copyright ("**Copyright Licenses**") to which Grantor is a party.

and with respect to clauses (a) - (c) above, all substitutions therefore, and all products and proceeds thereof.

Section 3. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all of the Obligations (specifically including without limitation, all Canadian Guaranty Obligations).

Section 4. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks, Register of Copyrights, and any other applicable government officer record this IP Security Agreement.

Section 5. Execution of Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement and the Canadian Guaranty. Grantor does hereby acknowledge and confirm that the grant of the security interest

hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 7. Governing Law. **THIS AGREEMENT, AND ALL MATTERS RELATING HERETO AND ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), INCLUDING WITHOUT LIMITATION ENFORCEMENT OF THE OBLIGATIONS, SHALL BE INTERPRETED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAWS RULES) OF THE COMMONWEALTH OF PENNSYLVANIA GOVERNING CONTRACTS TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.**

(Signature Page Follows)

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

EMTEC, INC. (a New Jersey Corporation)

By: 

Name:

Title:

[Signature Page to Intellectual Property Security Agreement - DLL]

TRADEMARK
REEL: 004606 FRAME: 0385

SCHEDULE I
TRADEMARKS

Trademark	Current Owner of Record	Serial Number/Registration Number	Filing Date Registration Date	International Classes
EMTEC	Emtec, Inc. (NJ)	76-178292/ 2,581,456	December 11, 2000/ June 18, 2002	35
EMTEC (and design)	Emtec, Inc. (NJ)	76-178290/ 2,634,248	December 11, 2000/ October 15, 2002	35
EMTEC INC. (and design)	Emtec, Inc. (NJ)	76-178291/ 2,634,249	December 11, 2000/ October 15, 2002	35
EMTEC FEDERAL AGILITY IN IT	Emtec, Inc. (NJ)	77-167953/ 3456551	April 27, 2007/July 1, 2008	35, 42
EMTEC AGILITY IN IT	Emtec, Inc. (NJ)	77-167795/ 3452257	April 27, 2007/June 24, 2008	35, 42
EMTEC FEDERAL TRANSFORMING IT AND DESIGN	Emtec, Inc. (NJ)	77-942942/ 3,986,655	February 23, 2010/June 28, 2011	35, 42
EMTEC TRANSFORMING IT AND DESIGN	Emtec, Inc. (NJ)	77-942754/ 3,986,654	February 23, 2010/June 28, 2011	35, 42

SCHEDULE II

PATENTS

NONE

SCHEDULE III

COPYRIGHTS

Copyright Title	Current Owner of Record	Registration Number	Registration Date
ALPS: ver. 2.0.	Emtec, Inc. (NJ)	TXU945284	March 12, 2001
EMTEC ENTERPRISE CONFIGURATION MGMT SYSTEM: EECM: sun config database.	Emtec, Inc. (NJ)	TX6113303	January 12, 2005
SUN CONFIG DATABASE	Emtec, Inc. (NJ)	TXu999960	May 24, 2001