

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-------------------|
| 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: | NEWSPRING SBIC MEZZANINE CAPITAL II, L.P. |
| Street Address: | 555 Lancaster Avenue, Suite 520 |
| Internal Address: | Radnor Financial Center |
| City: | Radnor |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 19087 |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE |

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: (412)281-0717
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 412.454.5000
 Email: docketingpgh@pepperlaw.com
 Correspondent Name: Pepper Hamilton LLP

OP \$190.00 2581456

Address Line 1: 500 Grant Street
Address Line 2: 50th Floor
Address Line 4: Pittsburgh, PENNSYLVANIA 15219-2502

| | |
|-------------------------|---------------------------------|
| ATTORNEY DOCKET NUMBER: | 120041.33 |
| NAME OF SUBMITTER: | James M. Singer, Reg. No. 45111 |
| Signature: | /James M. Singer/ |
| Date: | 08/26/2011 |

Total Attachments: 6
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THIS INSTRUMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF AUGUST 15, 2011 BY NEWSRING SBIC MEZZANINE CAPITAL II, L.P., DE LAGE LANDEN FINANCIAL SERVICES, INC. AND DE LAGE LANDEN FINANCIAL SERVICES CANADA INC. (AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS), AS IT MAY BE AMENDED, RESTATED OR MODIFIED FROM TIME TO TIME, AND EACH HOLDER HEREOF BY ITS ACCEPTANCE HEREOF SHALL BE BOUND BY THE PROVISIONS OF SUCH SUBORDINATION AGREEMENT.

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 NewSpring SBIC Mezzanine Capital II, L.P., a Delaware limited partnership (the "Investor").

WHEREAS, Grantor (among others) has entered into a Subordinated Loan Agreement with Investor dated of even date herewith (as it may be amended, restated or modified from time to time, the "Loan Agreement") pursuant to which the Investor, subject to the terms and conditions therein, is to make a loan to Grantor (among others); and

WHEREAS, it is a condition precedent to the Investor's making the loan to the Grantor and others under the Loan Agreement that the Grantor grant a security interest to Investor 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 Investor a security interest in and to all of Grantor's right, title and interest and to the following (the "Collateral"):

(a) all Trademarks owned by Grantor, now existing or hereafter adopted or acquired, including, without limitation, any thereof referred to in Schedule I hereto, and all Trademark Licenses to which Grantor is a party; and

(b) all Patents owned by Grantor, all as set forth on Schedule II hereto, and all Patent Licenses to which Grantor is a party; and

(c) all Copyrights owned by Grantor, all as set forth on Schedule III hereto, and all 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 indebtedness, obligations and liabilities of any kind and description arising in any way of any Company to the Investor or to any affiliate of the Investor, individual or collective, joint or several, direct or indirect, absolute or contingent, secured or unsecured due or to become due, contractual or tortious, arising by operation of law or otherwise, now existing or hereafter arising under or in respect of any of the Loan Agreement, the Note, the Warrant, or any other Loan Document, whether incurred by Grantor as principal, surety, endorser, guarantor, accommodation party or otherwise, including without limitation any future advances, whether obligatory or voluntary under, or refinancings, renewals or extensions of or substitutions for, any existing or future debt, principal, interest and fees, late fees and expenses (including, attorneys' fees and costs), or that have been or may hereafter be contracted or incurred and any and all costs, expenses and liabilities which may be made or incurred by Investor in any way in connection with any of the Obligations (as defined in the Security Agreement described in the Loan Agreement) or any collateral security therefore.

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.

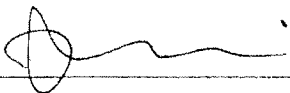
Section 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Investor with respect to the Collateral are more fully set forth in the Loan and Purchase Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 7. Governing Law. This Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania, without regard to the conflict of laws provisions thereof.

(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: Dinesh Desai
Title: Chief Executive Officer and President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 004612 FRAME: 0810

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 |