

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.		12/29/2011	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	1600 Market Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	National Banking Association: UNITED STATES		
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:	(303)296-3956		
Phone:	303-382-5118		
Email:	tupperk@ballardspahr.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Karin Tupper, Paralegal		
Address Line 1:	1225 17th Street, Suite 2300		

CH \$190.00 2581456

Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	00129527
NAME OF SUBMITTER:	Karin Tupper
Signature:	/Karin Tupper/
Date:	01/05/2012

Total Attachments: 28

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is executed as of December 29, 2011 but effective as of this 30th day of December, 2011 by Emtec, Inc. (a Delaware corporation) ("Emtec DE"), Emtec, Inc. (a New Jersey corporation) ("Emtec NJ"), Emtec Infrastructure Services Corporation ("Infrastructure"), Emtec Viasub LLC ("Viasub"), Emtec Global Services LLC ("Global"), KOAN-IT (US) Corp. ("Koan-It"), Emtec Federal, Inc. ("Federal"), eBusiness Application Solutions, Inc. ("Application"), Luceo, Inc. ("Luceo"), Aveeva, Inc. ("Aveeva"), Secure Data, Inc. ("Secure"), Covelix, Inc. ("Covelix"), Dinero Solutions, LLC ("Dinero") and Gnuco, LLC ("Gnuco") (each a "Borrower" and collectively "Borrowers"), and delivered to PNC Bank, National Association, with a place of business at 1600 Market Street, Philadelphia, PA 19103 ("Agent").

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Revolving Credit and Security Agreement of even date herewith among Borrowers, the other persons from time to time joined thereto as borrowers, the financial institutions from time to time party thereto and Agent, as agent for the Lenders (as it may be amended, restated, supplemented or modified from time to time, the "Loan Agreement"), under which Borrowers are granting Agent a lien on and security interest in certain assets of Borrowers associated with or relating to services or products sold under Borrowers' trademarks and the goodwill associated therewith, and under which Agent is entitled to foreclose or otherwise deal with such assets under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Borrowers have adopted, used and are using (or has filed applications for the registration of) the trademarks, service marks and tradenames listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "Trademarks").

C. Pursuant to the Loan Agreement, Agent is acquiring a lien on, security interest in and a license to use the Trademarks and the registration thereof, together with all the goodwill of Borrowers associated therewith and represented thereby, as security for all of the Obligations, 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 hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, each Borrower grants to Agent for its benefit and the ratable

benefit of each Lender a lien on and security interest in all of such Borrower's present and future right, title and interest in and to the Trademarks, together with all the goodwill of such Borrower associated with and represented by the Trademarks, and the 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.

2. Each Borrower hereby covenants and agrees to maintain the Trademarks in full force and effect until all of the Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is irrevocably terminated, unless such Borrower reasonably deems such Trademark no longer useful to its business.

3. Each Borrower represents, warrants and covenants to Agent that:

(a) As of the date hereof, the Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) All of the Trademarks (other than applications for the registration thereof which have been filed) are registered and to Borrower's knowledge, valid and enforceable;

(c) Such Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the applicable Trademarks set forth on Schedule A, and each of such Trademarks is free and clear of any liens, charges and encumbrances, including without limitation, pledges, assignments, licenses (other than to a Borrower and Agent hereunder) and covenants by such Borrower not to sue third persons, other than Permitted Encumbrances;

(d) Such Borrower has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Such Borrower has complied with, and will continue for the duration of this Agreement to comply with the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks except where failure to comply would not have a Material Adverse Effect on any Borrower; and

(f) Such Borrower has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Trademarks which would have a Material Adverse Effect.

4. Each Borrower further covenants that:

(a) Until all the Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is irrevocably terminated, such Borrower will not enter into any agreement, including, without limitation, license agreements or options, which is inconsistent with such Borrower's obligations under this Agreement or the Loan Agreement or which restrict or impair Agent's rights hereunder.

(b) If such Borrower acquires rights to any new trademarks, service marks or tradenames, the provisions of this Agreement shall automatically apply thereto and such

trademarks shall be deemed part of the Trademarks. Borrowing Agent shall give Agent prompt written notice thereof along with an amended Schedule "A."

5. So long as this Agreement is in effect and so long as Borrowing Agent has not received notice from Agent that an Event of Default has occurred under the Loan Agreement and that Agent has elected to exercise its rights hereunder: (i) Borrowers shall continue to have the exclusive right to use the Trademarks; and (ii) 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.

6. Unless otherwise permitted by the Loan Agreement, each Borrower agrees not to sell, grant any option, assign or further encumber its rights and interest in the Trademarks to any entity or person other than Agent without the prior written consent of Agent.

7. Anything herein contained to the contrary notwithstanding, if and while an Event of Default exists under the Loan Agreement, each Borrower hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted hereunder, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, while an Event of Default exists, each Borrower 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 such Borrower's true and lawful attorney-in-fact, with the power to endorse such Borrower'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 including, without limitation, the power to execute a Trademark Assignment in the form attached hereto as Exhibit 1. Each Borrower hereby ratifies all that such attorney or agent shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney or agent. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and Other Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is irrevocably terminated.

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

9. 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 Agreement and Loan Agreement, the language of this Agreement shall control.

10. Upon each Borrowers' performance of all of the obligations under the Loan Agreement and the Other Documents and after all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is irrevocably terminated, Agent shall, at Borrowers' expense, execute and deliver to Borrowing Agent all documents reasonably necessary to terminate Agent's security interest in the Trademarks.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, or defending, protecting or enforcing Agent's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Borrowers on demand by Agent and until so paid shall be added to the principal amount of Obligations to Agent and shall bear interest at the otherwise applicable rate prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Agreement, Borrowers shall have the duty to prosecute diligently any application and/or registration with respect to the Trademarks pending as of the date of this Agreement or thereafter, until Borrowers' Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is irrevocably terminated, to preserve and maintain all rights in the Trademarks, and upon reasonable request of Agent, Borrowers shall make federal application on registerable but unregistered Trademarks belonging to any Borrower and licensed to any Borrower. Any reasonable expenses incurred in connection with such applications shall be borne exclusively by Borrowers. Unless otherwise permitted by the Loan Agreement, no Borrower shall abandon any Trademarks without the prior written consent of Agent.

13. Borrowers shall have the right to bring suit in their own name to enforce the Trademarks, in which event Agent may, if Borrowing Agent reasonably deems it necessary, be joined as a nominal party to such suit if Agent shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Borrowers shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by Agent in the fulfillment of the provisions of this paragraph.

14. Upon the occurrence and continuation of an Event of Default under the Loan Agreement, Agent may, without any obligation to do so, complete any obligation of any Borrower hereunder, in such Borrower's name or in Agent's name, but at the expense of Borrowers.

15. No course of dealing between Borrowers and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement or Other Documents, or by any other future agreements between any Borrower and Agent or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the jurisdiction set forth in Section 16.1 of the Loan Agreement, without regard to its otherwise applicable principles of conflicts of laws.

19. Borrower agrees to the jurisdiction of the state and federal courts of the jurisdiction set forth in Section 16.1 of the Loan Agreement and to service by certified mail, return receipt requested at the address of the Borrower.

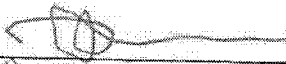
20. Each Borrower (and Agent by its acceptance hereof) hereby waives any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Documents or with respect to any claims arising out of any discussions, negotiations or communications involving or related to any proposed renewal extension, amendment, modification, restructure, forbearance, workout, or enforcement of the transactions contemplated by the Loan Documents.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and year first above written.

Borrowers:

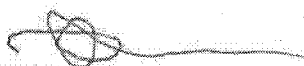
EMTEC, INC. (a Delaware corporation)

By: 
Name: Dinesh Desai
Title: CEO

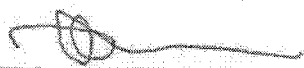
EMTEC, INC. (a New Jersey corporation)

By: 
Name: Dinesh Desai
Title: CEO

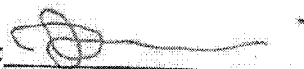
EMTEC INFRASTRUCTURE SERVICES CORPORATION

By: 
Name: Dinesh Desai
Title: President


EMTEC VIASUB LLC

By: 
Name: Dinesh Desai
Title: CEO

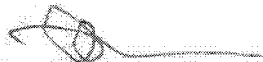
EMTEC GLOBAL SERVICES LLC

By: 
Name: Dinesh Desai
Title: CEO

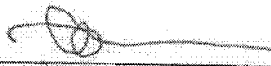
KOAN-IT (US) CORP.

By: 
Name: Dinesh Desai
Title: Chairman

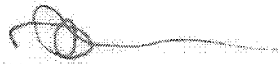
EMTEC FEDERAL, INC.

By: 
Name: Dinesh Desai
Title: CEO

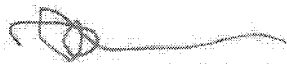
eBUSINESS APPLICATION SOLUTIONS, INC.

By: 
Name: Dinesh Desai
Title: CEO

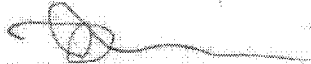
LUCEO, INC.

By: 
Name: Dinesh Desai
Title: CEO

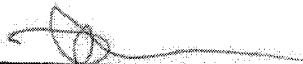
AVEEVA, INC.

By: 
Name: Dinesh Desai
Title: CEO


SECURE DATA, INC.

By: 
Name: Dinesh Desai
Title: CEO

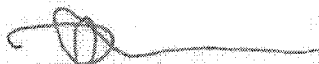
COVELIX, INC.

By: 
Name: Dinesh Desai
Title: Chairman

DINERO SOLUTIONS, LLC

By: 
Name: Dinesh Desai
Title: CEO

GNUCO, LLC

By: 
Name: Dinesh Desai
Title: President

Approved and Accepted:

PNC BANK, NATIONAL ASSOCIATION

By: _____

Name: Diane M. Shaak

Title: Senior Vice President

SECURE DATA, INC.

By: _____
Name: _____
Title: _____

COVELIX, INC.

By: _____
Name: _____
Title: _____

DINERO SOLUTIONS, LLC

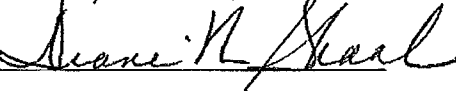
By: _____
Name: _____
Title: _____

GNUCO, LLC

By: _____
Name: _____
Title: _____

Approved and Accepted:

PNC BANK, NATIONAL ASSOCIATION

By: 

Name: Diane M. Shaak

Title: Senior Vice President

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF New Jersey :SS
COUNTY OF Burlington :

On this 29 day of Dec, 2011, before me personally appeared Dinosh Dosa to me known and being duly sworn, deposes and says that he is the CEO of Emtec, Inc., the Delaware corporation described in the foregoing Agreement; that he knows the seal of the corporation; that the seal so affixed to the Agreement is such corporate seal; that he signed the agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Vicki L. Ballinger
Notary Public
My Commission Expires:

Vicki L. Ballinger
Notary Public State of New Jersey
My Commission Expires 2 / 22 / 2012

UNITED STATES OF AMERICA :
STATE OF New Jersey :SS
COUNTY OF Burlington :

On this 29 day of Dec, 2011, before me personally appeared Dinesh Dosa to me known and being duly sworn, deposes and says that he is the CEO of Emtec, Inc., the New Jersey corporation described in the foregoing Agreement; that he knows the seal of the corporation; that the seal so affixed to the Agreement is such corporate seal; that he signed the agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Vicki L. Ballinger
Notary Public
My Commission Expires:

Vicki L. Ballinger
Notary Public State of New Jersey
My Commission Expires 2 / 22 / 2012

UNITED STATES OF AMERICA :
STATE OF New Jersey :SS
COUNTY OF Burlington :

On this 21 day of Dec., 2011, before me personally appeared Dinesh Desai to me known and being duly sworn, deposes and says that he is the President of Emtec Infrastructure Services Corporation, the corporation described in the foregoing Agreement; that he knows the seal of the corporation; that the seal so affixed to the Agreement is such corporate seal; that he signed the agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Vicki L. Ballinger
Notary Public
My Commission Expires: Vicki L. Ballinger
Notary Public State of New Jersey
My Commission Expires 2 / 22 / 2012

UNITED STATES OF AMERICA :
STATE OF New Jersey :SS
COUNTY OF Burlington :

On this 21 day of Dec., 2011, before me personally appeared Dinesh Desai to me known and being duly sworn, deposes and says that he is the CEO of Emtec Viasub LLC, the limited liability company described in the foregoing Agreement; that he knows the seal of such limited liability company; that the seal so affixed to the Agreement is such seal; that he signed the agreement and affixed the seal of the limited liability company thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such limited liability company; and he desires the same to be recorded as such.

Vicki L. Ballinger
Notary Public
My Commission Expires:
Vicki L. Ballinger
Notary Public State of New Jersey
My Commission Expires 2 / 22 / 2012

UNITED STATES OF AMERICA :
STATE OF New Jersey :SS
COUNTY OF Burlington :

On this 28 day of Dec, 2011 before me personally appeared Dinesh Desai to me known and being duly sworn, deposes and says that he is the CEO of Emtec Global Services LLC, the limited liability company described in the foregoing Agreement; that he knows the seal of such limited liability company; that the seal so affixed to the Agreement is such seal; that he signed the agreement and affixed the seal of the limited liability company thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such limited liability company; and he desires the same to be recorded as such.

Vicki L. Ballinger
Notary Public
My Commission Expires:

Vicki L. Ballinger
Notary Public State of New Jersey
My Commission Expires 2 / 22 / 2012

UNITED STATES OF AMERICA :
STATE OF New Jersey :SS
COUNTY OF Burlington :

On this 29 day of Dec, 2011 before me personally appeared Dinesh Desai to me known and being duly sworn, deposes and says that he is the Chairman of KOAN-IT (US) Corp., the corporation described in the foregoing Agreement; that he knows the seal of the corporation; that the seal so affixed to the Agreement is such corporate seal; that he signed the agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Vicki L. Ballinger
Notary Public
My Commission Expires:

Vicki L. Ballinger
Notary Public State of New Jersey
My Commission Expires 2 / 22 / 2012

UNITED STATES OF AMERICA :
STATE OF New Jersey :SS
COUNTY OF Burlington :

On this 29 day of Dec, 2011, before me personally appeared Dinesh Desai, to me known and being duly sworn, deposes and says that he is the CEO of Emtec Federal, Inc., the corporation described in the foregoing Agreement; that he knows the seal of the corporation; that the seal so affixed to the Agreement is such corporate seal; that he signed the agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Vicki L. Ballinger
Notary Public
My Commission Expires:

Vicki L. Ballinger
Notary Public State of New Jersey
My Commission Expires 2 / 22 / 2012

UNITED STATES OF AMERICA :
STATE OF New Jersey :SS
COUNTY OF Burlington :

On this 29 day of Dec, 2011, before me personally appeared Dinesh Desai, to me known and being duly sworn, deposes and says that he is the CEO of eBusiness Application Solutions, Inc., the corporation described in the foregoing Agreement; that he knows the seal of the corporation; that the seal so affixed to the Agreement is such corporate seal; that he signed the agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Vicki L. Ballinger
Notary Public
My Commission Expires:

Vicki L. Ballinger
Notary Public State of New Jersey
My Commission Expires 2 / 22 / 2012

UNITED STATES OF AMERICA :
STATE OF New Jersey :SS
COUNTY OF Burlington :

On this 29 day of Dec, 2011, before me personally appeared Dinesh Desai, to me known and being duly sworn, deposes and says that he is the CEO of Luceo, Inc., the corporation described in the foregoing Agreement; that he knows the seal of the corporation; that the seal so affixed to the Agreement is such corporate seal; that he signed the agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Vick L. Ballinger
Notary Public
My Commission Expires:

Vick L. Ballinger
Notary Public State of New Jersey
My Commission Expires 2/22/2012

UNITED STATES OF AMERICA :
STATE OF New Jersey :SS
COUNTY OF Burlington :

On this 29 day of Dec, 2011, before me personally appeared Amith Desai, to me known and being duly sworn, deposes and says that he is the CEO of Aveeva, Inc., the corporation described in the foregoing Agreement; that he knows the seal of the corporation; that the seal so affixed to the Agreement is such corporate seal; that he signed the agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Vick L. Ballinger
Notary Public
My Commission Expires:

Vick L. Ballinger
Notary Public State of New Jersey
My Commission Expires 2/22/2012

UNITED STATES OF AMERICA :
STATE OF New Jersey :SS
COUNTY OF Burlington :

On this 29 day of Dec, 2011, before me personally appeared Dimitri Delevi, to me known and being duly sworn, deposes and says that he is the CEO of Secure Data, Inc., the corporation described in the foregoing Agreement; that he knows the seal of the corporation; that the seal so affixed to the Agreement is such corporate seal; that he signed the agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Vicki L. Ballinger
Notary Public Vicki L. Ballinger
My Commission Expires: Notary Public State of New Jersey
My Commission Expires 2/22/2012

UNITED STATES OF AMERICA :
STATE OF New Jersey :SS
COUNTY OF Burlington :

On this 29 day of Dec, 2011, before me personally appeared Dimitri Delevi, to me known and being duly sworn, deposes and says that he is the Chairman of Covelix, Inc., the corporation described in the foregoing Agreement; that he knows the seal of the corporation; that the seal so affixed to the Agreement is such corporate seal; that he signed the agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Vicki L. Ballinger
Notary Public
My Commission Expires: Vicki L. Ballinger
Notary Public State of New Jersey
My Commission Expires 2/22/2012

UNITED STATES OF AMERICA :
STATE OF New Jersey :SS
COUNTY OF Burlington :

On this 29 day of Dec, 2011, before me personally appeared Dinesh Desai, to me known and being duly sworn, deposes and says that he is the CEO of Dinero Solutions, LLC, the limited liability company described in the foregoing Agreement; that he knows the seal of such limited liability company; that the seal so affixed to the Agreement is such seal; that he signed the agreement and affixed the seal of the limited liability company thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such limited liability company; and he desires the same to be recorded as such.

Vicki L. Ballinger
Notary Public
My Commission Expires:

Vicki L. Ballinger
Notary Public State of New Jersey
My Commission Expires 2/22/2012

UNITED STATES OF AMERICA :
STATE OF New Jersey :SS
COUNTY OF Burlington :

On this 29 day of Dec, 2011, before me personally appeared Dinesh Desai, to me known and being duly sworn, deposes and says that he is the President of Gnuco, LLC, the limited liability company described in the foregoing Agreement; that he knows the seal of such limited liability company; that the seal so affixed to the Agreement is such seal; that he signed the agreement and affixed the seal of the limited liability company thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such limited liability company; and he desires the same to be recorded as such.

Vicki L. Ballinger
Notary Public
My Commission Expires:

Vicki L. Ballinger
Notary Public State of New Jersey
My Commission Expires 2/22/2012

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

<u>BORROWER</u>	<u>TRADEMARK</u>	<u>APPLICATION OR REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>REGISTRATION DATE</u>
Secure Data, Inc.	GeCAS	3817060	USA	July 13, 2010
Emtec, Inc. (a New Jersey corporation)	EMTEC	2581456	USA	June 18, 2002
Emtec, Inc. (a New Jersey corporation)	EMTEC (and design)	2634248	USA	October 15, 2002
Emtec, Inc. (a New Jersey corporation)	EMTEC Inc. (and design)	2634249	USA	October 15, 2002
Emtec, Inc. (a New Jersey corporation)	EMTEC FEDERAL AGILITY IN IT (and design)	3456551	USA	July 1, 2008
Emtec, Inc. (a New Jersey corporation)	EMTEC AGILITY IN IT (and design)	3452257	USA	June 24, 2008
Emtec, Inc. (a New Jersey corporation)	EMTEC FEDERAL TRANSFORMING IT (and design)	3986655	USA	June 28, 2011
Emtec, Inc. (a New Jersey corporation)	EMTEC TRANSFORMING IT (and design)	3986654	USA	June 28, 2011

EXHIBIT 1 TO TRADEMARK SECURITY AGREEMENT

TRADEMARK ASSIGNMENT

WHEREAS, Emtec, Inc. (a Delaware corporation) ("Emtec DE"), Emtec, Inc. (a New Jersey corporation) ("Emtec NJ"), Emtec Infrastructure Services Corporation ("Infrastructure"), Emtec Viasub LLC ("Viasub"), Emtec Global Services LLC ("Global"), KOAN-IT (US) Corp. ("Koan-It"), Emtec Federal, Inc. ("Federal"), eBusiness Application Solutions, Inc. ("Application"), Luceo, Inc. ("Luceo"), Aveeva, Inc. ("Aveeva"), Secure Data, Inc. ("Secure"), Covelix, Inc. ("Covelix"), Dinero Solutions, LLC ("Dinero") and Gnuco, LLC ("Gnuco"), (each a "Grantor" and collectively "Grantors"), are the registered owners of the United States trademarks, tradenames and registrations listed on Schedule "A" attached hereto and made a part hereof (the "Trademarks"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee") having a place of business at _____, is desirous of acquiring the Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, each Grantor, its successors and assigns, does hereby 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 and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ____ day of _____, 20__.

EMTEC, INC. (a Delaware corporation)

Witness: _____

By: _____
As Attorney-in-fact

EMTEC, INC. (a New Jersey corporation)

Witness: _____

By: _____
As Attorney-in-fact

EMTEC INFRASTRUCTURE SERVICES CORPORATION

Witness: _____

By: _____

As Attorney-in-fact

EMTEC VIASUB LLC

Witness: _____

By: _____
As Attorney-in-fact

EMTEC GLOBAL SERVICES LLC

Witness: _____

By: _____
As Attorney-in-fact

KOAN-IT (US) CORP.

Witness: _____

By: _____
As Attorney-in-fact

EMTEC FEDERAL, INC.

Witness: _____

By: _____
As Attorney-in-fact

eBUSINESS APPLICATION SOLUTIONS, INC.

Witness: _____

By: _____
As Attorney-in-fact

LUCEO, INC.

Witness: _____

By: _____
As Attorney-in-fact

AVEEVA, INC.

Witness: _____

By: _____
As Attorney-in-fact

SECURE DATA, INC.

Witness: _____

By: _____
As Attorney-in-fact

COVELIX, INC.

Witness: _____

By: _____
As Attorney-in-fact

DINERO SOLUTIONS, LLC

Witness: _____

By: _____
As Attorney-in-fact

GNUCO, LLC

Witness: _____

By: _____
As Attorney-in-fact

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this the ____ day of _____, 20__ before me a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of Emtec, Inc., a Delaware corporation ("Grantor"), and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

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

(Individual Notary)

My Commission Expires:

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this the ____ day of _____, 20__ before me a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of Emtec, Inc., a New Jersey corporation ("Grantor"), and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

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

(Individual Notary)

My Commission Expires:

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this the ____ day of _____, 20__ before me a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of Emtec Infrastructure Services Corporation (“Grantor”), and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

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

(Individual Notary)

My Commission Expires:

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this the ____ day of _____, 20__ before me a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of Emtec Viasub LLC (“Grantor”), and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

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

(Individual Notary)

My Commission Expires:

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this the ____ day of _____, 20__ before me a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of Emtec Global Services LLC (“Grantor”), and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

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

(Individual Notary)

My Commission Expires:

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this the ____ day of _____, 20__ before me a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of KOAN-IT (US) Corp. (“Grantor”), and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

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

(Individual Notary)

My Commission Expires:

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this the ____ day of _____, 20__ before me a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of Emtec Federal, Inc. ("Grantor"), and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

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

(Individual Notary)

My Commission Expires:

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this the ____ day of _____, 20__ before me a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of eBusiness Application Solutions, Inc. ("Grantor"), and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

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

(Individual Notary)

My Commission Expires:

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this the ____ day of _____, 20__ before me a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of Luceo, Inc. ("Grantor"), and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

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

(Individual Notary)

My Commission Expires:

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this the ____ day of _____, 20__ before me a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of Aveeva, Inc. ("Grantor"), and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

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

(Individual Notary)

My Commission Expires:

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this the ____ day of _____, 20__ before me a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of Secure Data, Inc. ("Grantor"), and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

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

(Individual Notary)

My Commission Expires:

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this the ____ day of _____, 20__ before me a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of Covelix, Inc. ("Grantor"), and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

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

(Individual Notary)

My Commission Expires:

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this the ____ day of _____, 20__ before me a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of Dinero Solutions, LLC (“Grantor”), and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

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

(Individual Notary)

My Commission Expires:

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this the ____ day of _____, 20__ before me a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of Gnuco, LLC (“Grantor”), and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

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

(Individual Notary)

My Commission Expires:

SCHEDULE A TO TRADEMARK ASSIGNMENT

<u>GRANTOR</u>	<u>TRADEMARK</u>	<u>APPLICATION OR REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>FILING DATE</u>
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