

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
Branch Banking and Trust Company		09/24/2012	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Rajan Holdings, LLC
Street Address:	2400 Meadowbrook Parkway
City:	Duluth
State/Country:	GEORGIA
Postal Code:	30096
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA

Name:	ACS Global Sourcing, Inc.
Street Address:	2400 Meadowbrook Parkway
City:	Duluth
State/Country:	GEORGIA
Postal Code:	30096
Entity Type:	CORPORATION: GEORGIA

Name:	Proficient Business Systems, Inc.
Street Address:	2400 Meadowbrook Parkway
City:	Duluth
State/Country:	GEORGIA
Postal Code:	30096
Entity Type:	CORPORATION: DELAWARE

Name:	HireGenics, Inc.
Street Address:	2400 Meadowbrook Parkway
City:	Duluth
State/Country:	GEORGIA

OP \$140.00 3026329

Postal Code:	30096
Entity Type:	CORPORATION: DELAWARE

Name:	VersoGenics, Inc.
Street Address:	2400 Meadowbrook Parkway
City:	Duluth
State/Country:	GEORGIA
Postal Code:	30096
Entity Type:	CORPORATION: DELAWARE

Name:	TechGenics, Inc.
Street Address:	2400 Meadowbrook Parkway
City:	Duluth
State/Country:	GEORGIA
Postal Code:	30096
Entity Type:	CORPORATION: DELAWARE

Name:	American Cybersystems, Inc.
Street Address:	2400 Meadowbrook Parkway
City:	Duluth
State/Country:	GEORGIA
Postal Code:	30096
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3026329	COMFORCE
Registration Number:	1865479	LABFORCE
Registration Number:	3251719	UNIFORCE
Registration Number:	1955957	WORKSTYLES TO FIT YOUR LIFESTYLE
Registration Number:	1454595	WORK WHEN YOU WANT TO WORK

CORRESPONDENCE DATA

Fax Number: 2052541999
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 205-254-1207
 Email: tryan@maynardcooper.com
 Correspondent Name: Julia G. Bernstein
 Address Line 1: 1901 Sixth Avenue North; Ste 2400

Address Line 4: Birmingham, ALABAMA 35203

ATTORNEY DOCKET NUMBER:	14910-1
NAME OF SUBMITTER:	Julia G. Bernstein
Signature:	/jbernstein/
Date:	10/03/2012

Total Attachments: 57

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SECURITY AGREEMENT

(General)

THIS SECURITY AGREEMENT (GENERAL) ("this Agreement") dated September 24, 2012 is between **RAJAN HOLDINGS, LLC**, a Georgia limited liability company ("Rajan"), **ACS GLOBAL SOURCING, INC.**, a Georgia corporation ("ACS Global"), **PROFICIENT BUSINESS SYSTEMS, INC.**, a Delaware corporation ("Proficient"), **HIREGENICS, INC.**, a Delaware corporation ("Hiregenics") and **VERSOGENICS, INC.**, a Delaware corporation ("VersoGenics") and **TECHGENICS INC.**, a Delaware corporation ("TechGenics" and together with Rajan, ACS Global, Proficient, HireGenics and VersoGenics, collectively, the "Debtor"), collectively, as debtor, and **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation in its capacity as Administrative Agent for itself and the lenders described below (the "Administrative Agent").

Recitals

A. The Debtor has requested that the Administrative Agent and other financial institutions (the "Lenders") make certain credit facilities available to the Borrower and certain of its affiliates in an amount not to exceed \$55,000,000 (the "Loan").

B. The Loan is to be evidenced by certain promissory notes (the "Notes") of even date herewith executed and delivered by the Borrower to the Administrative Agent and the Lenders. Capitalized terms used in this Agreement and not otherwise defined herein have the respective meanings attributed thereto in the Credit Agreement dated of even date herewith executed by the Borrower and certain of its affiliates, the Lenders and the Administrative Agent (the "Credit Agreement").

C. In order to induce the Lenders to make the Loan available, the Debtor has agreed to execute and deliver this Agreement to the Administrative Agent.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals, the Debtor agrees with the Administrative Agent as follows:

ARTICLE 1

Rules of Construction and Definitions

SECTION 1.1 Rules of Construction.

This Agreement is subject to the rules of construction set forth in the Credit Agreement.

SECTION 1.2 Definitions.

As used in this Agreement, the following terms are defined as follows:

(a) Unless otherwise defined herein, terms used in this Agreement that are defined in Article 9A ("Article 9") of the Georgia Uniform Commercial Code (the "UCC") have the meanings defined for them therein.

(b) **Accounts** means any and all rights of the Debtor to the payment of money, whether or not evidenced by an instrument or chattel paper (tangible or electronic) or letter of credit and whether or not earned by performance, including (a) a right to payment for goods sold, leased, or licensed or for services rendered by the Debtor, (b) a right to any amount payable under a Contract or a monetary obligation, (c) the Accounts Receivable Collateral, and (d) all "accounts" as defined in Article 9 of the UCC.

(c) **Borrower** means American CyberSystems, Inc., a Georgia corporation, its successors and assigns.

(d) **Contracts** means all Leases, licenses, requisitions, purchase orders, documents, instruments, letters of credit and chattel paper (tangible or electronic) of the Debtor, including any of the same that relate to any Equipment, Fixtures, Inventory, General Intangibles or other property described in the granting clauses set out in Section 2.1, or secure any Accounts, or in connection with which Accounts exist or may be created.

(e) **Deposit Accounts** means all bank accounts and other deposit accounts and lock boxes of the Debtor, including any of the same established for the benefit of the Administrative Agent and all "deposit accounts" as defined in Article 9 of the UCC.

(f) **Equipment** means all of the Debtor's equipment, machinery, furniture, furnishings, vehicles, tools, spare parts, materials, supplies, store fixtures, leasehold improvements, all other goods (including embedded software to the extent provided for in Article 9 of the UCC) of every kind and nature (other than Inventory and Fixtures) and all "equipment" as defined in Article 9 of the UCC.

(g) **Event of Default** is defined in Section 6.1. An Event of Default "exists" if the same has occurred and is continuing.

(h) **Fixtures** means all goods of the Debtor that become so related to particular real estate that an interest in them arises under real estate law.

(i) **General Intangibles** means all choses in action, things in action, causes of action and other assignable intangible property of the Debtor of every kind and nature (other than Accounts and Contracts), including corporate, partnership, limited liability company and other business records, good will, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, service marks, logos, copyrights, copyright applications, registrations, software, licenses, payment intangibles (to the extent not included in Accounts), permits, franchises, tax refund claims, insurance policies and rights thereunder (including any refunds and returned premiums) and any collateral, guaranty, letter of credit or other security held by or granted to the Debtor to secure payment of Accounts and Contracts and all "general intangibles" as defined in Article 9 of the UCC.

(j) **Governmental Requirements** means all laws, rules, regulations, ordinances, judgments, decrees, codes, orders, injunctions, notices and demand letters of any Governmental Authority.

(k) **Inventory** means all goods, merchandise and other personal property held by the Debtor for sale or lease or license or furnished or to be furnished by the Debtor under contracts of service or otherwise, raw materials, parts, finished goods, work-in-process, scrap inventory and supplies and materials used or consumed, or to be used or consumed, in the Debtor's present or any future business, and all such property returned to or repossessed or stopped in transit by the Debtor, whether in transit or in the constructive, actual or exclusive possession of the Debtor or of the Administrative Agent or held by the Debtor or any other person for the Administrative Agent's account and wherever the same may be located, including all such property that may now or hereafter be located on the premises of the Debtor or upon any leased location or upon the premises of any carriers, forwarding agents, warehousemen, vendors, selling agents, processors or third parties, all Inventory Collateral, and all "inventory" as defined in Article 9 of the UCC.

(l) **Investment Property** means all of the Debtor's certificated and uncertificated securities, securities accounts and security entitlements, commodity accounts and commodity contracts and all "investment property" as defined in Article 8 and 9 of the UCC.

(m) **Leases** means (1) all leases and use agreements of personal property entered into by the Debtor as lessor with other persons as lessees, and all rights of the Debtor under such leases and agreements, including the right to receive and collect all rents and other moneys (including security deposits) at any time payable under such leases and agreements, whether paid or accruing before or after the filing of any petition by or against the Debtor under the federal Bankruptcy Code; and (2) all leases and use agreements of personal property entered into by the Debtor as lessee with other persons as lessor, and all rights, titles and interests of the Debtor thereunder, including the leasehold interest of the Debtor in such property and all options to purchase such property or to extend any such lease or agreement.

(n) **Obligors** means the Borrower, the Debtor, each other person, if any, executing any Collateral Document as a grantor, any other maker, endorser, surety, guarantor or other person now or hereafter liable for the payment or performance, in whole or in part, of any of the Obligations and all "obligors" as defined in Article 9 of the UCC.

(o) **Permitted Contest** means any appropriate proceeding conducted in good faith by the Debtor to contest any tax, assessment, charge, Lien or similar claim, during the pendency of which proceeding the enforcement of such tax, assessment, charge, Lien or claim is stayed; provided that the Debtor has set aside on its books reserves reasonably satisfactory to the Administrative Agent to assure the payment of any such tax, assessment, charge, Lien or claim.

(p) **Property** is defined in Section 2.1.

(q) **Tangible Property** means all Equipment, Fixtures, Inventory and other tangible personal property of the Debtor.

ARTICLE 2

Security Agreement

SECTION 2.1 Granting Clauses.

As security for the Obligations, the Debtor hereby grants to the Administrative Agent security title to and a continuing security interest in, and assigns, transfers, conveys, pledges and sets over to the Administrative Agent all of the Debtor's right, title and interest in, to and under all assets of the Debtor of every kind, nature and description, whenever located (excluding the Debtor's real property) including the following property, whether now owned or hereafter acquired by the Debtor, and whether now existing or hereafter incurred, created, arising or entered into (collectively, the "Property"):

- (a) all Equipment, Fixtures, Inventory and other Tangible Property of the Debtor, and any and all accessions and additions thereto, any substitutions and replacements therefor, and all attachments and improvements placed upon or used in connection therewith, or any part thereof;
- (b) all Accounts, Contracts (to the fullest extent such Contracts are assignable) and General Intangibles of the Debtor;
- (c) all of the Debtor's rights as an unpaid vendor or lienor, including stoppage in transit, replevin, detinue and reclamation;
- (d) all Investment Property of the Debtor;
- (e) any other property of the Debtor now or hereafter held by the Administrative Agent or by others for the Administrative Agent's account;
- (f) any Collateral Reserve Account established under Section 4.8 and all moneys and items from time to time on deposit therein;
- (g) all Chattel Paper of Debtor;
- (h) all Documents of Debtor;
- (i) all Instruments of Debtor;
- (j) all claims of Debtor in any pending litigation and/or claims for any insurance proceeds relating to the Property;
- (k) all moneys of Debtor, all Deposit Accounts and other reserve accounts in which such moneys may at any time be invested and all certificates, instruments and documents of Debtor from time to time representing or evidencing any such moneys;

(l) all Goods and personal property of Debtor, whether tangible or intangible, now owned or hereafter acquired by Debtor or in which Debtor now has or hereafter acquires any rights and wherever located;

(m) all insurance policies related to the foregoing;

(n) all Supporting Obligations of Debtor;

(o) all Commercial Tort Claims of Debtor;

(p) all Letter of Credit Rights of Debtor;

(q) all Payment Intangibles of Debtor;

(r) all Software of Debtor relating to any of the foregoing; and

(s) all rights, interest, dividends, and Proceeds of each of the foregoing and all Accessions to, substitutions and replacements for, and rents, royalties, issues, profits and products of each of the foregoing and all books, documents, files, ledgers and records in whatever media (whether on computer or otherwise) whether recorded or stored relating to each of the foregoing, and all Equipment and general intangibles necessary or beneficial to retain, access or process the information contained in those books and records.

No submission by the Debtor to the Administrative Agent of a schedule or other particular identification of Property shall be necessary to vest in the Administrative Agent the Liens contemplated by this Agreement in each and every item of Property of the Debtor now existing or hereafter acquired, incurred, created, arising or entered into, but rather such Liens shall vest in the Administrative Agent immediately upon the acquisition, creation, incurring or arising of, or entering into, any such item of Property without the necessity for any other or further action by the Debtor or by the Administrative Agent. The Debtor shall take such steps and observe such formalities as the Administrative Agent may request from time to time to create and maintain in favor of the Administrative Agent the Liens contemplated by this Agreement in all of the Property, whether now owned or hereafter acquired by the Debtor, and whether now existing or hereafter incurred, created, arising or entered into.

ARTICLE 3

Representations and Warranties

SECTION 3.1 General Representations and Warranties.

The Debtor represents and warrants to the Administrative Agent as follows:

(a) The Debtor is the owner of the Property and has a good right to grant to the Administrative Agent the Liens contemplated by this Agreement; the Property is free and clear of all Liens other than Permitted Liens; and the Debtor hereby warrants and will forever defend the title to the Property unto the Administrative Agent, its successors and assigns,

against the claims of all persons whomsoever, whether lawful or unlawful, except those claiming under Permitted Liens.

(b) The location (including addresses, if applicable) of (1) each of the Debtor's places of business, (2) the Debtor's chief executive office, (3) the Debtor's state of incorporation or registration (if the Debtor was created by such state filing), (4) the office where the Debtor keeps the Debtor's records concerning Accounts, and (5) each site where the Debtor keeps any Tangible Property, are correctly and completely set forth on Exhibit B. The Debtor's legal name is as set forth in the first paragraph to this Agreement. No change has occurred in the Debtor's legal name or the Debtor's state of incorporation or registration in the five years immediately preceding the execution of this Agreement.

SECTION 3.2 Account Representations and Warranties.

The Debtor represents and warrants to the Administrative Agent as follows as to each and every Account, whether now existing or acquired, created or arising from time to time hereafter, that is listed as an "Eligible Account" on any Borrowing Base Certification Report, Schedule of Accounts, report, certificate or other document furnished to the Administrative Agent, unless the Debtor discloses in writing therein that the Debtor does not make any such representation or warranty to the Administrative Agent with respect to such Account:

(a) Such Account meets each of the requirements set forth in the definition of "Eligible Account" as set forth in the Credit Agreement.

(b) All statements made by the Debtor about such Account in any documents furnished to the Administrative Agent by the Debtor are true and correct in all material respects, and the Administrative Agent may rely on such statements and representations in determining the eligibility and collateral value of such Account.

SECTION 3.3 Inventory Representations and Warranties.

The Debtor represents and warrants to the Administrative Agent as follows as to each and every item of Inventory, whether now existing or hereafter created or acquired, that is listed on any report, certificate or other document furnished to the Administrative Agent, unless the Debtor discloses therein that the Debtor does not make any such representation or warranty with respect to such item of Inventory:

(a) All statements made by the Debtor about such Inventory in any documents furnished to the Administrative Agent by the Debtor are true and correct in all material respects, and the Administrative Agent may rely on such statements and representations in determining the eligibility and collateral value of such Inventory.

(b) All such Inventory is located on premises identified on Exhibit B is in transit to Account Debtors in the ordinary course of business and is so identified on the relevant Schedule of Inventory.

ARTICLE 4

Certain Covenants and Agreements Concerning Accounts and Inventory

SECTION 4.1 General.

(a) The Debtor shall promptly inform the Administrative Agent in writing of any material delay or default in the Debtor's performance of any of the Debtor's obligations to any Account Debtor, any assertion of any material claims, offsets or counterclaims by any Account Debtor, any material adverse information relating to the financial condition of any Account Debtor of which Debtor becomes aware, or any other material adverse change in any of the Debtor's representations and warranties regarding Accounts and Inventory under this Agreement.

(b) If any Account arises out of a Contract with the United States of America, or any department, agency, subdivision or instrumentality thereof, the Debtor shall promptly notify the Administrative Agent thereof in writing and execute any instruments and take any other action required or requested by the Administrative Agent to perfect the Administrative Agent's security interest in such Account under the provisions of the Federal Assignment of Claims Act.

SECTION 4.2 Collection of Accounts; Segregation of Proceeds; etc.

(a) Until an Event of Default exists, the Debtor will, at the Debtor's sole expense, use its commercially reasonable efforts to collect from the Account Debtors all amounts due on Accounts and Contracts when they shall become due; and upon any default by any Account Debtor, the Debtor shall have the authority, at the Debtor's sole expense, to repossess any goods covered by any Account or Contract in accordance with the terms thereof and applicable law and to take such other action with respect to any such Account, Contract and goods as the Debtor may deem advisable. Upon written notification from the Administrative Agent, all remittances received by the Debtor as proceeds of Property shall be (1) held in trust for the Administrative Agent separate and apart from, and not commingled with, any property of the Debtor, (2) kept capable of identification as the property of the Administrative Agent, and (3) delivered daily (or at such other intervals as may be mutually agreed upon in writing) to the Administrative Agent in the identical form received, with appropriate endorsements, and accompanied by a report prepared by the Debtor in such form as the Administrative Agent may reasonably require.

(b) Promptly upon the Administrative Agent's written notification, the Debtor shall: (1) give written notice of the Administrative Agent's Liens on the Accounts and Contracts to the Account Debtors in such form and at such times as the Administrative Agent may reasonably require; (2) open and maintain at the Debtor's expense a lock box with the Administrative Agent for the receipt of all remittances with respect to Property and execute a lock box agreement satisfactory to the Administrative Agent governing such lock box; and (3) notify the Account Debtors to make payments on the Accounts and Contracts directly to the Administrative Agent or to said lock box. All items received by the Administrative Agent shall

be, at the option of the Administrative Agent, credited to the Obligations or applied in accordance with Section 5.8 and the Credit Agreement, or held until finally collected in a Collateral Reserve Account established under Section 4.8.

SECTION 4.3 Attorney-in-Fact.

The Debtor hereby constitutes and appoints the Administrative Agent, or any other person whom the Administrative Agent may designate, as the Debtor's attorney-in-fact, at the Debtor's sole cost and expense, to exercise at any time an Event of Default exists, all or any of the powers set forth in Section 7.4, all of which powers, being coupled with an interest, shall be irrevocable until this Agreement is terminated in accordance with Section 8.15: (1) to transmit to Account Debtors notice of the Administrative Agent's Liens on the Accounts and Contracts and to demand and receive from Account Debtors information concerning the Accounts and Contracts; (2) to notify Account Debtors to make payments or otherwise perform on the Accounts and Contracts directly to or for the benefit of the Administrative Agent or to a lock box designated by the Administrative Agent; (3) to take or to bring, in the name of the Administrative Agent or in the name of the Debtor, all steps, action, suits or proceedings deemed by the Administrative Agent necessary or desirable to effect collection of the Accounts and Contracts; (4) to enforce the obligations of Account Debtors or other person obligated on Account Debtors' obligations; (5) to exercise the rights of the Debtor with respect to the obligations of Account Debtors or other person obligated on Account Debtors' obligations to make payment or otherwise render performance to the Debtor; (6) to exercise the rights of the Debtor with respect to any collateral, property or supporting obligation securing or supporting the obligations of Account Debtors or other person obligated on Account Debtors' obligations; (7) to receive, open and dispose of all mail addressed to the Debtor that is received by the Administrative Agent; (8) to receive, take, endorse, assign and deliver in the Administrative Agent's or the Debtor's name any instruments relating to Accounts and Contracts; and (9) to take any proceeds to which the Administrative Agent is entitled. All acts of such attorney-in-fact or designee taken pursuant to this Section 4.3 or Section 7.4 are hereby ratified and approved by the Debtor, and said attorney shall not be liable for any acts or omissions, nor for any error of judgment or mistake of fact or law, except for its gross negligence or willful misconduct.

SECTION 4.4 Collection Methods.

The Debtor shall not institute any proceedings before any Governmental Authority for garnishment, attachment, repossession of property, detinue or make any attempt to repossess any goods covered by any Account or Contract except under the direction of competent legal counsel. The Debtor agrees to indemnify and hold the Administrative Agent harmless from any loss or liability of any kind that may be asserted against the Administrative Agent by virtue of any proceeding or repossession done or attempted by or on behalf of the Debtor or any actions that the Debtor may make to collect or enforce any Account or Contract or repossess any goods covered by any Account or Contract, except to the extent of Administrative Agent's gross negligence or willful misconduct.

SECTION 4.5 Documentation Regarding Accounts and Contracts.

The Debtor shall keep accurate and complete records of the Debtor's Accounts and Contracts and shall promptly deliver to the Administrative Agent from time to time on request (a) a detailed aged trial balance (Schedule of Accounts), in form and substance reasonably acceptable to the Administrative Agent, of all then-existing Accounts, (b) the original copy (or a true and complete copy) of all Contracts and other documents evidencing or relating to the Accounts so scheduled, (c) such other information relating to the then-existing Accounts and Contracts as the Administrative Agent shall reasonably request, and (d) formal written assignments or schedules specifically describing the Accounts and Contracts and confirming the Administrative Agent's Liens thereon.

SECTION 4.6 Verification of Accounts and Contracts.

Any of the Administrative Agent's officers, employees or agents shall have the right at any time following an Event of Default and at such other times as the Debtor and the Administrative Agent may mutually determine in the Administrative Agent's name or in the name of the Debtor, to verify with any Account Debtor the validity or amount of, or any other matter relating to, any Accounts and Contracts by mail, telephone, fax or otherwise.

SECTION 4.7 Documentation Regarding Inventory.

The Debtor shall keep accurate and complete records of the Inventory, and shall promptly furnish to the Administrative Agent from time to time on request (a) a current Schedule of Inventory in form and substance reasonably satisfactory to the Administrative Agent, and (b) the original copy (or a true and complete copy) of all documents related to such Inventory. Such schedule of Inventory shall provide the Administrative Agent with such information as the Administrative Agent shall reasonably request.

SECTION 4.8 Collateral Reserve Account.

Upon request by the Administrative Agent, the Debtor shall cause all remittances in payment of the Accounts and Contracts to be deposited with the Administrative Agent, or such other bank or banks as the Administrative Agent may require, in an account or accounts designated as the Administrative Agent may require (collectively, the "Collateral Reserve Account"). Such deposits, if applicable, shall be made by the Debtor on a daily basis for each Domestic Business Day. The Administrative Agent may at its option also deposit to the Collateral Reserve Account any remittances made to the Administrative Agent, to the lock box referred to in Section 4.2 or otherwise received by the Administrative Agent. Funds in the Collateral Reserve Account shall not be subject to withdrawal by the Debtor, but at all times shall be subject to the exclusive dominion and control of the Administrative Agent, and, subject to the provisions of the Credit Agreement, may be applied against the Obligations from time to time at the sole discretion of the Administrative Agent.

ARTICLE 5

Other Covenants and Agreements

SECTION 5.1 General.

The Debtor covenants and agrees with the Administrative Agent as follows:

(a) Without the Administrative Agent's prior written consent (or 30 days advance notice in the case of (1)), the Debtor shall not (1) add to or change any of the locations set forth in Exhibit B; (2) except for the sale of Inventory and Inventory in transit in the ordinary course of business, remove any Tangible Property other than motor vehicles and equipment located on customer and supplier sites (or in the case of any motor vehicle change the place at which it is principally garaged) from the locations specified therefor in Exhibit B; (3) alter or change its legal name; (4) change the state of its incorporation or registration (if the Debtor was created by such state filing); (5) alter or change its legal form or status (corporate, partnership or otherwise); or (6) except as otherwise permitted by the Credit Agreement, merge, in one transaction or a series of related transaction, into or consolidate with any other entity.

(b) The Debtor shall notify the Administrative Agent in writing of any proposed addition to or change in any of the matters described in Section 5.1(a) at least 30 days prior to the date of the proposed change and shall furnish the Administrative Agent with any information reasonably requested by the Administrative Agent in considering the proposed change.

(c) Except as otherwise permitted by the Credit Agreement, the Debtor is and shall remain the owner of all of the locations described in Section 5.1(a) except any leased locations and customer or supplier sites described in Exhibit B. With respect to any such leased locations where Inventory is located, the Debtor shall promptly deliver to the Administrative Agent a written waiver or subordination (in form and substance satisfactory to the Administrative Agent) of any Lien with respect to the Property that the owner might have.

(d) The Debtor shall not allow any of the Property that is not a Fixture to become affixed to any real estate other than that, if any, shown as being owned by the Debtor in Exhibit A without the prior written consent of the Administrative Agent. If at any time any of the Tangible Property should, notwithstanding the foregoing, be affixed to any other real estate, the security interest of the Administrative Agent under this Agreement shall nevertheless attach to and include such Tangible Property. The Debtor shall promptly furnish to the Administrative Agent a description of any such real estate and the names of the record owners thereof, hereby authorizes the Administrative Agent to file such additional financing statements and other documents as the Administrative Agent may require, use its commercially reasonable efforts to obtain from the owners of such real estate and the holders of any Liens thereon such Lien waivers, subordination agreements and other documents as the Administrative Agent may reasonably request, and shall take such other actions as the Administrative Agent may deem necessary or desirable to preserve and perfect the

Administrative Agent's security interest in such Tangible Property as a first priority perfected security interest (subject only to Permitted Liens).

(e) The Debtor will not, without the prior written consent of the Administrative Agent, (1) sell, lease, license, transfer, convey or otherwise dispose of any of the Property, except for the sale of Inventory in the ordinary course of business or as otherwise permitted by Section 5.16 of the Credit Agreement, (2) pledge or grant any security interest in any of the Property to any person, except for Permitted Liens, (3) permit any Lien to attach to any of the Property or any levy to be made thereon or any financing statement to be on file with respect to any of the Property, except those related to Permitted Liens, or (4) permit any default or violation to occur under any agreement, covenant or restriction included in Permitted Liens.

(f) The Debtor authorizes the Administrative Agent to perfect, preserve, continue, amend and maintain the Administrative Agent's interest in the Property by whatever actions the Administrative Agent in its sole discretion deems appropriate under the UCC or applicable law. The Debtor shall assist and cooperate with the Administrative Agent in taking such actions and shall pay all reasonable costs and expenses incurred by the Administrative Agent in taking such actions. Such actions may include (1) the filing by the Administrative Agent of financing statements describing the Property; (2) the Administrative Agent's taking possession of the Property; (3) obtaining an acknowledgment from a person in possession of any of the Property that such person is holding the Property for the benefit of the Administrative Agent; (4) the Administrative Agent's obtaining control of the Property consisting of Deposit Accounts, Investment Property, letter of credit rights and electronic chattel paper; or (5) the Administrative Agent's placing a legend on chattel paper (tangible or electronic) that gives notice of the Administrative Agent's security interest in chattel paper (tangible or electronic).

(g) The Debtor shall place a legend in form and substance acceptable to the Administrative Agent that gives notice of the Administrative Agent's security interest in chattel paper (tangible or electronic) on all chattel paper (tangible or electronic) currently existing or acquired or created in the future by the Debtor.

(h) The Administrative Agent may correct any patent errors in this Agreement or any financing statements or other documents executed in connection herewith.

(i) The Debtor shall inform the Administrative Agent in writing of any material adverse change in any of the representations and warranties of the Debtor under this Agreement, promptly after the Debtor shall learn of such change.

(j) The Debtor shall furnish to the Administrative Agent from time to time statements and schedules further identifying and describing the Property and such other reports in connection with the Property as the Administrative Agent may reasonably request, all in reasonable detail.

(k) The Debtor shall keep and maintain at the Debtor's own cost and expense complete records of the Property, including a record of all payments received and all credits granted with respect to the Property and all other dealings with the Property. Upon request of the Administrative Agent, the Debtor shall make proper entries in such records disclosing the

assignment of the Property to the Administrative Agent and shall segregate and mark such records with the Administrative Agent's name in a manner reasonably satisfactory to the Administrative Agent. If an Event of Default exists, the Debtor shall deliver such records to the Administrative Agent on demand.

(l) If requested by the Administrative Agent, the Debtor shall promptly deliver to the Administrative Agent the certificates of title for any motor vehicles now or hereafter included in the Property that are subject to the title laws of any jurisdiction and shall join with the Administrative Agent in executing any documents and taking any actions necessary or desirable in the Administrative Agent's opinion to perfect the Administrative Agent's Liens in such vehicles. The Administrative Agent may retain possession of such certificates of title until this Agreement is terminated in accordance with Section 8.15.

(m) The Debtor shall not file a release, amendment, partial release, or termination statement with respect to any of the Property without the Administrative Agent's prior written consent.

SECTION 5.2 Taxes and Assessments.

The Debtor shall pay when due all taxes, assessments and other charges levied or assessed against any of the Property, and all other claims that are or may become Liens against any of the Property, except any that are Permitted Liens or that are being contested by Permitted Contests; and should default be made in the payment of same, the Administrative Agent, at its option, may pay them.

SECTION 5.3 Insurance and Risk of Loss.

(a) The Debtor shall keep the Tangible Property insured in such amounts, with such companies and against such risks as are required by the Credit Agreement. All such policies shall name the Administrative Agent as an additional loss payee and shall contain an agreement by the insurer that they shall not be cancelled without at least 30 days prior written notice to the Administrative Agent. If requested by the Administrative Agent, the Debtor shall cause duplicate originals of such insurance policies to be deposited with the Administrative Agent. If requested by the Administrative Agent, the Debtor shall, at least 10 days prior to the due date, furnish to the Administrative Agent evidence of the payment of the premiums due on such policies.

(b) To the extent assignable, the Debtor hereby collaterally assigns to the Administrative Agent as security for the Obligations each policy of insurance covering any of the Property, including all rights to receive the proceeds and returned premiums of such insurance. With respect to all such insurance policies, the Administrative Agent is hereby authorized, but not required, on behalf of the Debtor, to collect for, adjust and compromise any losses and, following an Event of Default, to apply, at its option, the loss proceeds (less expenses of collection) to the Obligations, in any order and whether due or not, or to the repair, replacement or restoration of the Property, or to remit the same to the Debtor; but any such application or remittance shall not cure or waive any default by the Debtor and shall not operate to abate, satisfy or release any of the Obligations. If any insurance proceeds are

received by the Debtor, the Debtor shall promptly apply such proceeds to the repair, replacement or restoration of the Property unless the Debtor receives contrary directions from the Administrative Agent.

(c) In case of a sale pursuant to the default provisions hereof, or any conveyance of all or any part of the Property in extinguishment of the Obligations, title to all such insurance policies and the proceeds thereof and unearned premiums with respect thereto shall, to the extent transferable, pass to and vest in the purchaser of the Property.

(d) The risk of loss or damage to the Property is on the Debtor whether or not the Property is held by or controlled by the Administrative Agent.

SECTION 5.4 Care of Tangible Property; Notice of Loss, etc.

The Debtor shall: (a) at all times maintain the Tangible Property in as good condition as it is now in, reasonable wear and tear alone excepted; (b) not use the Tangible Property, or permit it to be used, in violation of any Governmental Requirement; and (c) notify the Administrative Agent immediately in writing of any event causing material loss or depreciation in value of any of the Property and of the amount thereof (other than ordinary wear and tear).

SECTION 5.5 Filing Fees and Taxes.

The Debtor agrees, to the extent permitted by law, to pay all recording and filing fees, revenue stamps, taxes and other expenses and charges payable in connection with the execution and delivery of the Loan Documents, and the recording, filing, satisfaction, continuation and release thereof.

SECTION 5.6 Use of Tangible Property.

The Debtor agrees (a) to comply with the terms of any lease covering the premises on which any Tangible Property is located and all Governmental Requirements concerning such premises or the conduct of business thereon; (b) not to conceal, or except as otherwise permitted by the Credit Agreement, abandon the Tangible Property; and (c) not to lease or hire any of the Tangible Property to any person or permit the same to be leased or used for hire except to Debtor's customers and suppliers in the ordinary course of business or pursuant to Permitted Liens.

SECTION 5.7 Contracts.

(a) The Debtor shall perform in all material respects all of the Debtor's obligations under each Contract in accordance with its terms and shall not commit or permit any default on the part of the Debtor thereunder. Without the prior written consent of the Administrative Agent, the Debtor shall not (1) cancel or terminate any Material Contract or consent to or accept any early cancellation or early termination thereof; (2) modify any Material Contract or give any consent, waiver or approval thereunder if such modification, consent, waiver or approval would impair in any material respect the value of the interests of the Debtor thereunder or the interests of the Administrative Agent under this Agreement; (3) waive any

default under any Material Contract; or (4) take any other action in connection with any Material Contract that would impair, in any material respect, the value of the interests of the Debtor thereunder or the interests of the Administrative Agent under this Agreement.

(b) If requested by the Administrative Agent, the Debtor will either deliver to the Administrative Agent all executed original copies of the Material Contracts in Debtor's possession or mark conspicuously on each original copy the following legend:

NOTICE

This Agreement and the rights of Rajan Holdings, LLC, ACS Global Sourcing, Inc., Proficient Business Systems, Inc., HireGenics, Inc., VersoGenics, Inc. and TechGenics Inc., as applicable, to receive all payments hereunder have been assigned to Branch Banking & Trust Company, in its capacity as Administrative Agent for itself and the lenders described in a Security Agreement (General) dated September 24, 2012 as collateral security under said Security Agreement (General).

(c) The Debtor shall notify the Administrative Agent promptly in writing of any matters of which Debtor becomes aware affecting in any material respect the value, enforceability or collectibility of any of the Material Contracts, including material defaults, delays in performance, disputes, offsets, defenses, counterclaims, returns and rejections and all reclaimed or repossessed property.

SECTION 5.8 Application of Payments and Collections.

The Debtor irrevocably waives the right to direct the application of any payments and collections at any time or times hereafter received by the Administrative Agent from or on behalf of the Debtor, and the Debtor irrevocably agrees that the Administrative Agent shall have the continuing exclusive right to apply and reapply any and all such payments and collections received at any time or times hereafter by the Administrative Agent or its agent against the Obligations, in such order and in such proportions as the Administrative Agent may deem advisable, whether due or not, and notwithstanding any entry by the Administrative Agent upon its books and records.

SECTION 5.9 Instruments, Documents and Tangible Chattel Paper.

Immediately upon the Debtor's receipt of any Property that consists of or is evidenced or secured by an agreement, instrument, document or tangible chattel paper, the Debtor shall, if requested to do so by the Administrative Agent, deliver each original thereof to the Administrative Agent, together with appropriate endorsements and assignments in form and substance acceptable to the Administrative Agent. The Debtor also authorizes the Administrative Agent to file financing statements describing such Property.

SECTION 5.10 **Deposit Accounts, Investment Property, Letter of Credit Rights and Electronic Chattel Paper.**

The Debtor hereby grants to the Administrative Agent control of any of the Debtor's Deposit Accounts, Investment Property, letter of credit rights and electronic chattel paper, and the Debtor shall take all actions requested by the Administrative Agent that the Administrative Agent deems in its reasonable discretion advisable to establish the Administrative Agent's control over such Property, including obtaining the execution of control agreements by the holder of such accounts or Property. The Debtor also authorizes the Administrative Agent to file financing statements describing such Property.

SECTION 5.11 **Visitation.**

The Debtor shall permit representatives of the Administrative Agent from time to time during normal business hours and, if no Event of Default has occurred, upon no less than 5 days advance written notice (a) to visit and inspect the Property, all records related thereto, the premises upon which any Property is located, and any of the other offices and properties of the Debtor; (b) to inspect and examine the Property and to inspect, audit, check and make abstracts from the books, records, orders, receipts, correspondence and other data relating to the Property or to any transactions between the Debtor and the Administrative Agent; (c) to discuss the affairs, finances and accounts of the Debtor with and be advised as to the same by the officers thereof, if a corporation, or if not by other responsible persons; and (d) to verify the amount, quantity, value and condition of, or any other matter relating to, the Property, all at such times and intervals as the Administrative Agent may desire. The Debtor hereby irrevocably authorizes and instructs any accountants acting for the Debtor to give the Administrative Agent any information the Administrative Agent may reasonably request regarding the financial affairs of the Debtor and to furnish the Administrative Agent with copies of any documents in their possession related thereto.

SECTION 5.12 **Further Assurances.**

At the Debtor's cost and expense, upon request of the Administrative Agent, the Debtor shall duly execute and deliver, or cause to be duly executed and delivered, to the Administrative Agent such further instruments and do and cause to be done such further acts as may be reasonably necessary or proper in the opinion of the Administrative Agent or its counsel to perfect, preserve and protect the validity and priority of the Liens of the Administrative Agent in the Property and to carry out more effectively the provisions and purposes of this Agreement.

SECTION 5.13 **Use and Operation.**

Whenever any of the Property is in the possession or control of the Administrative Agent, whether for perfection, enforcement or otherwise, to the extent permitted by applicable law, the Debtor consents to the Administrative Agent's unrestricted use and operation of the Property. The Debtor waives any rights it may have to require the Administrative Agent to keep all nonfungible Property segregated or separately identifiable and agrees that the Administrative Agent may commingle any and all of the Property (fungible or otherwise) with its own without any liability to the Debtor for so doing.

SECTION 5.14 Certification of the Debtor.

At least annually, if requested by the Administrative Agent, the Debtor shall give the Administrative Agent a certification, in written or other record form, attesting that the Debtor has not sold any of the Property unless expressly permitted by this Agreement or the Credit Agreement and has not changed any of the following without the prior written consent of the Administrative Agent: (a) the Debtor's legal name; (b) the state of the state of Debtor's incorporation or registration (if the Debtor was created by such state filing); (c) the Debtor's chief executive office; and (d) the Debtor's principal place of business.

ARTICLE 6

Events of Default

SECTION 6.1 Events of Default.

The occurrence of any of the following events shall constitute an event of default (an "Event of Default") under this Agreement (whatever the reason for such event and whether or not it shall be voluntary or involuntary or be effected by operation of law or pursuant to any Governmental Requirement):

(a) any representation or warranty made in this Agreement shall prove to be false or misleading in any material respect as of the time made; or

(b) default shall be made in the due observance or performance of any covenant, condition or agreement on the part of the Debtor to be observed or performed pursuant to the terms of this Agreement (other than any covenant, condition or agreement, default in the observance or performance of which is elsewhere in this Section 6.1 specifically dealt with) and such default shall continue unremedied until the first to occur of (1) the date that is ten days after written notice by the Administrative Agent to the Debtor; or (2) the date that is ten days after the Debtor first obtains knowledge thereof; or

(c) any "Event of Default", as therein defined, shall occur under the Credit Agreement (after giving effect to any applicable notice, grace or cure period specified therein).

ARTICLE 7

Remedies

SECTION 7.1 Certain Rights of Administrative Agent After Default.

If an Event of Default exists that does not already result in the automatic acceleration of the Obligations under another Loan Document, the Administrative Agent shall have, in addition to any other rights under this Agreement or the UCC or under applicable law, the right, without notice to the Debtor (or with notice to the Debtor if notice is required and cannot be waived under applicable law), to take any or all of the following actions at the same or different times:

(a) The Administrative Agent may charge, set-off and otherwise apply all or any part of the Obligations against the Deposit Accounts, or any part thereof, and may instruct any holder of any of the Deposit Accounts to pay the balance of such Deposit Accounts to or for the benefit of the Administrative Agent.

(b) The Administrative Agent may exercise any rights the Administrative Agent may have under any control agreements relating to the Property.

(c) The Administrative Agent may exercise any rights, powers and remedies of the Debtor in connection with any Contract or otherwise in respect of the Property, including any rights of the Debtor to demand or otherwise require payment of any amount under, or performance of any provision of, any Contract, and to modify, amend, terminate, replace, settle or compromise any Contract or any sum payable thereunder.

(d) The Administrative Agent may (1) notify Account Debtors that Accounts and Contracts have been assigned to the Administrative Agent, demand and receive information from Account Debtors with respect to Accounts and Contracts, forward invoices to Account Debtors directing them to make payments to the Administrative Agent, collect all Accounts and Contracts in the Administrative Agent's or the Debtor's name and take control of any cash or non-cash proceeds of Property; (2) enforce payment of any Accounts and Contracts, prosecute any action or proceeding with respect to Accounts and Contracts, extend the time of payment of Accounts and Contracts, make allowances and adjustments with respect to Accounts and Contracts and issue credits against Accounts and Contracts, all in the name of the Administrative Agent or the Debtor; (3) settle, compromise, extend, renew, release, terminate or discharge, in whole or in part, any Account or Contract or deal with the same as the Administrative Agent may deem advisable; and (4) require the Debtor to open all mail only in the presence of a representative of the Administrative Agent, who may take therefrom any remittance on any of the Property.

(e) The Administrative Agent may (1) enter upon the premises of the Debtor or any other place where any Property is located, and through self-help and without judicial process, without first obtaining a final judgment or giving the Debtor notice and opportunity for a hearing and without any obligation to pay rent, remove the Property therefrom to the premises of the Administrative Agent or its agent for such time as the Administrative Agent may desire to collect or liquidate the Property; (2) render any Equipment unusable; (3) require the Debtor to assemble the Tangible Property and make it available to the Administrative Agent at the Debtor's premises or any other place selected by the Administrative Agent, and to make available to the Administrative Agent all of the Debtor's premises and facilities for the purpose of the Administrative Agent's taking possession of, removing or putting the Tangible Property in salable form; and (4) use, and permit the Administrative Agent or any purchaser of any of the Property from the Administrative Agent to use, without charge, the Debtor's labels, General Intangibles and advertising matter or any property of a similar nature, as it pertains to or is included in the Property, in advertising, preparing for sale and selling any Property, and in finishing the manufacture, processing, fabrication, packaging and delivery of the Inventory; and the Debtor's rights under all licenses, franchise agreements and other General Intangibles shall inure to the Administrative Agent's benefit.

(f) The Administrative Agent, without demand of performance or other demand, advertisement or notice of any kind (except any notice required by law of a proposed disposition of a Property, which may be given in the manner specified in Section 8.1) to or upon the Debtor or any other person (all of which demands, advertisements and notices are hereby expressly waived, to the extent permitted by law), may forthwith collect, receive, appropriate, repossess and realize upon all or any part of the Property, and may forthwith sell, lease, license, assign, give options to purchase, or sell or otherwise dispose of and deliver all or any part of the Property (or contract to do so), in one or more parcels at public or private sale or sales, at any exchange, broker's board or at any of the Administrative Agent's offices or while situated on the Debtor's premises or elsewhere at such prices as the Administrative Agent may deem best, for cash or on credit or for future delivery without assumption of any credit risk. To the extent permitted by law, the Property shall be sold free of any right of redemption, which right of redemption the Debtor hereby releases. To the extent permitted by applicable law, the Debtor waives all claims, damages, and demands against the Administrative Agent arising out of the repossession, retention or sale of the Property.

SECTION 7.2 Repossession of the Property; Care and Custody of the Property; etc.

(a) The Debtor shall give the Administrative Agent written notice in the manner set forth in Section 9.1 within 48 hours of the date of repossession by the Administrative Agent or its agent or representative if the Debtor alleges that any other property of the Debtor was left on or in the repossessed Property at the time of repossession; and such notice shall be an express condition precedent to any action for loss or damages in connection therewith. After receiving any such notice the Administrative Agent will have a reasonable time to notify the Debtor as to where the Debtor can collect such property.

(b) The Debtor irrevocably invites the Administrative Agent and its agents to enter upon any premises on which any of the Property is now or hereafter located for all purposes related to the Property, including repossession thereof, and consents to any such entry and repossession. Any such entry by the Administrative Agent or its agents shall not be a trespass upon such premises, and any such repossession shall not constitute conversion of any Property. The Debtor agrees to indemnify and hold the Administrative Agent harmless against, and hereby releases the Administrative Agent from, any actions, claims, costs, liabilities or expenses arising directly or indirectly from any entry upon such premises and any repossession of any Property, except to the extent of Administrative Agent's gross negligence or willful misconduct.

(c) If the Administrative Agent shall repossess any Property at a time when no Event of Default exists and the repossessed Property is thereafter returned to the Debtor, the damages therefor, if any, shall not exceed the fair rental value of the repossessed Property for the time it was in the Administrative Agent's possession.

(d) The Administrative Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Property in its possession if it takes such reasonable actions for that purpose as the Debtor shall request in writing. Any omission to do any act not requested by the Debtor shall not be deemed a failure to exercise reasonable care.

SECTION 7.3 Application of Proceeds.

Unless prohibited by applicable law, but subject to the applicable provisions of the Credit Agreement, the Administrative Agent shall have the continuing exclusive right to apply and reapply the proceeds, including cash and noncash proceeds (sales on credit or notes and otherwise) resulting from the exercise of any of the rights, powers and remedies of the Administrative Agent under this Agreement, against the Obligations, in such order and in such proportions as the Administrative Agent may deem advisable. All reasonable expenses incurred, including all reasonable costs and expenses incurred in securing the possession of Property, moving, storing, repairing or finishing the manufacture of Property, and preparing the same for sale, shall become part of the Obligations secured hereby. The Obligors shall remain liable to the Administrative Agent for any deficiency.

SECTION 7.4 Attorney-in-Fact After Default.

At any time when an Event of Default exists, the Administrative Agent or any other person serving as the Debtor's attorney-in-fact under Section 4.3 shall have the following powers (exercisable concurrently with or in addition to the powers granted to the Administrative Agent in Section 4.3): (a) to sell or assign any of the Property upon such terms, for such amounts and at such times as the Administrative Agent deems advisable and to execute any bills of sale or assignments in the name of the Debtor in relation thereto; (b) to take control, in any manner, of any item of payment on, or proceeds of the Property; (c) to use the information recorded on or contained in any data processing equipment and computer hardware and software relating to the Property to which the Debtor has access; (d) to settle, adjust, compromise, extend, renew, discharge, terminate or release the Property in whole or in part; (e) settle, adjust or compromise any legal proceedings brought to collect the Property; (f) to prepare, file and sign the Debtor's name on any proof of claim in bankruptcy or similar document against any Account Debtor; (g) to prepare, file and sign the Debtor's name on any notice of Lien, assignment or satisfaction or termination of Lien or similar document in connection with the Property; (h) to sign, authenticate or endorse the name of the Debtor upon any chattel paper (tangible or electronic), document, instrument, invoice or similar document or agreement relating to the Property; (i) to use the Debtor's stationery and to sign the name of the Debtor to verifications of the Accounts and Contracts and notices thereof to Account Debtors; (j) to notify postal authorities to change the Debtor's mailing address to an address designated by the Administrative Agent for receipt of payments on Accounts and Contracts; (k) to enter into contracts or agreements for the processing, fabrication, packaging and delivery of Inventory as said attorney-in-fact or designee or the Administrative Agent may from time to time deem appropriate and charge the Debtor's account for any reasonable costs thereby incurred; (l) except as otherwise provided in the Credit Agreement, to receive all cash dividends otherwise payable to the Debtor; (m) to endorse and transfer Investment Property into the Administrative Agent's name or the name of its nominee and to cause new certificates to be issued in the name of the Administrative Agent or of such nominee; (n) to vote all or any part of the Investment Property; (o) exercise all of the Debtor's other rights, powers and remedies with respect to the Property; and (p) to do all acts and things necessary, in the Administrative Agent's sole judgment, to carry out the purposes of this Agreement or to fulfill the Debtor's obligations hereunder.

SECTION 7.5 No Obligation to Pursue Others.

The Debtor agrees that the Administrative Agent has no obligation to attempt to satisfy the Obligations by collecting them from any other person liable for them and the Administrative Agent may release, modify or waive any collateral provided by any other person to secure any of the Obligations, all without affecting the Administrative Agent's rights against the Debtor. The Debtor waives any right it may have to require the Administrative Agent to pursue any other person for any of the Obligations, and that each of the Obligations may be enforced against the Debtor without the necessity of joining any other Obligor, any other holders of Liens in any Property or any other person, as a party.

SECTION 7.6 Compliance with Other Laws.

The Administrative Agent may comply with any applicable state or federal law requirements in connection with a disposition of the Property and such compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Property.

SECTION 7.7 Warranties of Title.

The Administrative Agent may in its sole discretion disclaim any warranties of title or the like in the sale or other disposition of the Property. Such disclaimer will not be considered adversely to affect the commercial reasonableness of any sale of the Property.

SECTION 7.8 Default Rate.

If an Event of Default exists, the Obligations shall bear interest at the Default Rate, until the earlier of (a) such time as all of the Obligations are paid in full or (b) no such Event of Default exists.

SECTION 7.9 Remedies Cumulative.

The rights, powers and remedies of the Administrative Agent under this Agreement are cumulative and not exclusive of any other rights, powers or remedies now or hereafter existing at law or in equity.

ARTICLE 8

Miscellaneous

SECTION 8.1 Notices.

(a) Any request, demand, authorization, direction, notice, consent or other document provided or permitted by this Agreement shall be given in the manner, and shall be effective at the time, provided in Section 9.01 of the Credit Agreement.

(b) Unless otherwise required by applicable law, ten (10) days written notice to the Debtor as provided above shall constitute reasonable notification to the Debtor when notification is required by law; provided, however, that nothing contained in the foregoing

shall be construed as requiring ten (10) days' notice if, under applicable law and the circumstances then existing, a shorter period of time would constitute reasonable notice.

SECTION 8.2 Expenses.

The Debtor shall promptly on demand pay all reasonable costs and expenses, including the reasonable fees and disbursements of counsel to the Administrative Agent, incurred by the Administrative Agent in connection with (a) the negotiation, preparation and review of this Agreement (whether or not the transactions contemplated by this Agreement shall be consummated), (b) the enforcement of this Agreement, (c) the custody and preservation of the Property, (d) the protection or perfection of the Administrative Agent's rights and interests under this Agreement in the Property, (e) the exercise by or on behalf of the Administrative Agent of any of its rights, powers or remedies under this Agreement and (f) the prosecution or defense of any action or proceeding by or against the Administrative Agent, the Debtor, any other Obligor, any Account Debtor, or any one or more of them, concerning any matter related to this Agreement, any of the Property, or any of the Obligations. All such amounts shall bear interest from the date demand is made if not paid within two (2) Domestic Business Days following such demand at the Default Rate and shall be included in the Obligations secured hereby. The Debtor's obligations under this Section 8.2 shall survive the payment in full of the Obligations and the termination of this Agreement.

SECTION 8.3 Successors and Assigns.

Whenever in this Agreement any party hereto is referred to, such reference shall be deemed to include the successors and assigns of such party or any other person who becomes bound by this Agreement as a debtor, except that the Debtor may not assign or transfer this Agreement without the prior written consent of the Administrative Agent; and all covenants and agreements of the Debtor contained in this Agreement shall bind the Debtor's successors and assigns or any other person who becomes bound by this Agreement as a debtor and shall inure to the benefit of the successors and assigns of the Administrative Agent.

SECTION 8.4 Independent Obligations.

The Debtor agrees that each of the obligations of the Debtor to the Administrative Agent under this Agreement may be enforced against the Debtor without the necessity of joining any other Obligor, any other holders of Liens in any Property or any other person, as a party.

SECTION 8.5 Governing Law.

This Agreement shall be construed in accordance with and governed by the internal laws of the State of Georgia (without regard to principles of conflicts of laws).

SECTION 8.6 Date of Agreement.

The date of this Agreement is intended as a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was executed and delivered on that date.

SECTION 8.7 Separability Clause.

If any provision of the Loan Documents shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 8.8 Counterparts.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same agreement.

SECTION 8.9 No Oral Agreements.

This Agreement is the final expression of the agreement between the parties hereto, and this Agreement may not be contradicted by evidence of any prior oral agreement between such parties. All previous oral agreements between the parties hereto have been incorporated into this Agreement and the other Loan Documents, and there is no unwritten oral agreement between the parties hereto in existence.

SECTION 8.10 Waiver and Election.

The exercise by the Administrative Agent of any option given under this Agreement shall not constitute a waiver of the right to exercise any other option. No failure or delay on the part of the Administrative Agent in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. No modification, termination or waiver of any provisions of the Loan Documents, nor consent to any departure by the Debtor therefrom, shall be effective unless in writing and signed by an authorized officer of the Administrative Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on the Debtor in any case shall entitle the Debtor to any other or further notice or demand in similar or other circumstances.

SECTION 8.11 No Obligations of Administrative Agent; Indemnification.

The Administrative Agent does not by virtue of this Agreement or any of the transactions contemplated by the Loan Documents assume any duties, liabilities or obligations with respect to any of the Property unless expressly assumed by the Administrative Agent under a separate agreement in writing, and this Agreement shall not be deemed to confer on the Administrative Agent any duties or obligations that would make the Administrative Agent directly or derivatively liable for any person's negligent, reckless or willful conduct. The Debtor agrees to indemnify and hold the Administrative Agent harmless against and with respect to any damage, claim, action, loss, cost, expense, liability, penalty or interest (including reasonable attorney's fees) and all reasonable costs and expenses of all actions, suits, proceedings, demands, assessments, claims and judgments directly or indirectly resulting from, occurring in connection with, or arising out of: (a) any inaccurate representation made by the Debtor or any Obligor in

this Agreement or any other Loan Document; (b) any breach of any of the warranties or obligations of the Debtor or any Obligor under this Agreement or any other Loan Document; and (c) the Property, or the Liens of the Administrative Agent thereon. The provisions of this Section 8.11 shall survive the payment of the Obligations in full and the termination, satisfaction, release (in whole or in part) and foreclosure of this Agreement. except to the extent of Administrative Agent's gross negligence or willful misconduct.

SECTION 8.12 Advances by the Administrative Agent.

If the Debtor shall fail to comply with any of the provisions of this Agreement, the Administrative Agent may (but shall not be required to) make Revolver Advances to perform the same, and where necessary enter any premises where any Property is located for the purpose of performing the Debtor's obligations under any such provision. The Debtor agrees to repay all such sums advanced upon demand, with interest from the date such advances are made at the rate applicable to Revolver Advances under the Credit Agreement, and all sums so advanced with interest shall be a part of the Obligations. The making of any such advances shall not be construed as a waiver by the Administrative Agent of any Event of Default resulting from the Debtor's failure to pay such amounts.

SECTION 8.13 Rights, Liens and Obligations Absolute.

All rights of the Administrative Agent hereunder, all Liens granted to the Administrative Agent hereunder, and all obligations of the Debtor hereunder, shall be absolute and unconditional and shall not be affected by (a) any lack of validity or enforceability as to any other person of any of the Loan Documents, (b) any change in the time, manner or place of payment of, or any other term of the Obligations, (c) any amendment or waiver of any of the provisions of the Loan Documents as to any other person, and (d) any exchange, release or non-perfection of any other collateral or any release, termination or waiver of any guaranty, for any of the Obligations.

SECTION 8.14 Debtor Liable on Contracts.

Notwithstanding anything in this Agreement to the contrary (a) the Debtor shall remain liable under the Contracts to perform all of the Debtor's duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Administrative Agent of any rights hereunder shall not release the Debtor from any of the Debtor's obligations under the Contracts, and (c) the Administrative Agent shall not have any obligation or liability under the Contracts by reason of this Agreement or the receipt by the Administrative Agent of any payment hereunder, nor shall the Administrative Agent be obligated to perform any of the obligations of the Debtor under the Contracts, to take any action to collect, file and enforce any claim for payment assigned to the Administrative Agent hereunder, or to make any inquiry as to the nature or sufficiency of any payment received by it or the adequacy of any performance by any party.

SECTION 8.15 Termination.

This Agreement and the Administrative Agent's Liens in the Property hereunder will not be terminated until one of the Administrative Agent's officers signs a written termination agreement. Whenever there are no outstanding Obligations and no commitment on the part of the Administrative Agent or any Lender under any agreement which might give rise to an Obligation, the Administrative Agent shall cause such written termination agreement to be delivered to the Debtor promptly following the Debtor's request. Except as otherwise expressly provided for in this Agreement, no termination of this Agreement shall in any way affect or impair the representations, warranties, agreements or other obligations of the Debtor or the rights, powers and remedies of the Administrative Agent under this Agreement with respect to any transaction or event occurring prior to such termination, all of which shall survive such termination.

SECTION 8.16 Reinstatement.

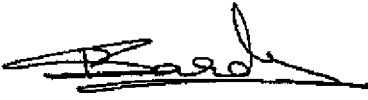
This Agreement, the obligations of the Debtor hereunder, and the Liens, rights, powers and remedies of the Administrative Agent hereunder, shall continue to be effective, or be automatically reinstated, as the case may be, if at any time any amount applied to the payment of any of the Obligations is rescinded or must otherwise be restored or returned to the Debtor, any Obligor, or any other person (or paid to the creditors of any of them, or to any custodian, receiver, trustee or other officer with similar powers with respect to any of them, or with respect to any part of their property) upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Debtor, any Obligor or any such person, or upon or as a result of the appointment of a custodian, receiver, trustee or other officer with respect to any of them, or with respect to any part of their property, or otherwise, all as though such payment had not been made.

SECTION 8.17 Confidentiality. This Agreement incorporates by reference Section 9.08 of the Credit Agreement.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed by its duly authorized representative.


RAJAN HOLDINGS, LLC

By:  (SEAL)
Name: RAJ SARDANA
Title: CEO / MEMBER


ACS GLOBAL SOURCING, INC.

By:  (SEAL)
Name: RAJ SARDANA
Title: CEO


PROFICIENT BUSINESS SYSTEMS, INC.

By:  (SEAL)
Name: RAJ SARDANA
Title: CEO

HIREGENICS, INC.

By:  (SEAL)
Name: RAJ SARDANA
Title: CEO

VERSOGENICS, INC.

By:  (SEAL)
Name: RAJ SARDANA
Title: CEO

TECHGENICS INC.



By: _____ (SEAL)
Name: RAJ SARDANA
Title: CEO

EXHIBIT A

(Description of Real Estate on
Which Fixtures Are Located)

None.

EXHIBIT B

(Locations)

A. Locations:

1. Address(es) of the Initial Guarantor's place(s) of business and chief executive office (if the Initial Guarantors have more than one place of business):

Chief Executive Office

2400 Meadowbrook Parkway
Duluth, GA 30096

Other Locations

15305 Dallas Parkway
Addison, TX 75001

1855 W. Baseline Road
Mesa, AZ 85202

990 Hammond Drive, Suite 700
Atlanta, GA 30342

1000 Pittsford Victor Road
Pittsford, NY 14534

13208 NE 20th Street Plaza 520
Bellevue, WA 98005

47742 Van Dyke Ave.
Shelby Twp, MI 48317

One Chase Corporate Drive
Birmingham, AL 35244

5795 Widewaters Parkway
Syracuse, NY 13214

2960 S. McCall Road
Englewood, FL 34224

5401 West Kennedy Boulevard
Tampa, FL 33609

5220 Pacific Concourse Drive
Los Angeles, CA 90248

175 East Hawthorn Parkway, Suite 405
Vernon Hills, IL 60061

2. Address(es) where Initial Guarantors keep the Initial Guarantors' records concerning Accounts:

2400 Meadowbrook Parkway
Duluth, GA 30096

3. Address(es) of property owned by the Initial Guarantors on which any Tangible Property (other than Inventory in transit, motor vehicles and equipment located on customer or supplier sites) is or will be located:

None.

4. Address(es) of property not owned by the Debtor on which any Tangible Property (other than Inventory in transit, motor vehicles and equipment located on customer or supplier sites) is or will be located:

15305 Dallas Parkway
Addison, TX 75001

1855 W. Baseline Road
Mesa, AZ 85202

990 Hammond Drive, Suite 700
Atlanta, GA 30342

1000 Pittsford Victor Road
Pittsford, NY 14534

13208 NE 20th Street Plaza 520
Bellevue, WA 98005

47742 Van Dyke Ave.
Shelby Twp, MI 48317

One Chase Corporate Drive
Birmingham, AL 35244

5795 Widewaters Parkway
Syracuse, NY 13214

2960 S. McCall Road
Englewood, FL 34224

5401 West Kennedy Boulevard
Tampa, FL 33609

5220 Pacific Concourse Drive
Los Angeles, CA 90248

175 East Hawthorn Parkway, Suite 405
Vernon Hills, IL 60061

B. State of Formation:

1. State of incorporation or registration (if the Initial Guarantor was created by such state filing):

RajanHoldings, LLC, a Georgia limited liability company,
ACS Global Sourcing, Inc., a Georgia corporation,
TechGenics, Inc., a Delaware corporation,
Proficient Business Systems, Inc., a Delaware corporation,
HireGenics, Inc., a Delaware corporation, and
VersoGenics, Inc., a Delaware corporation.

SECURITY AGREEMENT

(General)

THIS SECURITY AGREEMENT (GENERAL) ("this Agreement") dated September 24, 2012 is between **AMERICAN CYBERSYSTEMS, INC.**, a Georgia corporation, as debtor (the "Debtor"), and **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation in its capacity as Administrative Agent for itself and the lenders described below (the "Administrative Agent").

Recitals

A. The Debtor has requested that the Administrative Agent and other financial institutions (the "Lenders") make certain credit facilities available to the Debtor and certain of its affiliates in an amount not to exceed \$55,000,000 (the "Loan").

B. The Loan is to be evidenced by certain promissory notes (the "Notes") of even date herewith executed and delivered by the Debtor to the Administrative Agent and the Lenders. Capitalized terms used in this Agreement and not otherwise defined herein have the respective meanings attributed thereto in the Credit Agreement dated of even date herewith executed by the Debtor and certain of its affiliates, the Lenders and the Administrative Agent (the "Credit Agreement").

C. In order to induce the Lenders to make the Loan available, the Debtor has agreed to execute and deliver this Agreement to the Administrative Agent.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals, the Debtor agrees with the Administrative Agent as follows:

ARTICLE 1

Rules of Construction and Definitions

SECTION 1.1 Rules of Construction.

This Agreement is subject to the rules of construction set forth in the Credit Agreement.

SECTION 1.2 Definitions.

As used in this Agreement, the following terms are defined as follows:

(a) Unless otherwise defined herein, terms used in this Agreement that are defined in Article 9A ("Article 9") of the Georgia Uniform Commercial Code (the "UCC") have the meanings defined for them therein.

(b) Accounts means any and all rights of the Debtor to the payment of money, whether or not evidenced by an instrument or chattel paper (tangible or electronic) or letter of

credit and whether or not earned by performance, including (a) a right to payment for goods sold, leased, or licensed or for services rendered by the Debtor, (b) a right to any amount payable under a Contract or a monetary obligation, (c) the Accounts Receivable Collateral, and (d) all "accounts" as defined in Article 9 of the UCC.

(c) **Contracts** means all Leases, licenses, requisitions, purchase orders, documents, instruments, letters of credit and chattel paper (tangible or electronic) of the Debtor, including any of the same that relate to any Equipment, Fixtures, Inventory, General Intangibles or other property described in the granting clauses set out in Section 2.1, or secure any Accounts, or in connection with which Accounts exist or may be created.

(d) **Deposit Accounts** means all bank accounts and other deposit accounts and lock boxes of the Debtor, including any of the same established for the benefit of the Administrative Agent and all "deposit accounts" as defined in Article 9 of the UCC.

(e) **Equipment** means all of the Debtor's equipment, machinery, furniture, furnishings, vehicles, tools, spare parts, materials, supplies, store fixtures, leasehold improvements, all other goods (including embedded software to the extent provided for in Article 9 of the UCC) of every kind and nature (other than Inventory and Fixtures) and all "equipment" as defined in Article 9 of the UCC.

(f) **Event of Default** is defined in Section 6.1. An Event of Default "exists" if the same has occurred and is continuing.

(g) **Fixtures** means all goods of the Debtor that become so related to particular real estate that an interest in them arises under real estate law.

(h) **General Intangibles** means all choses in action, things in action, causes of action and other assignable intangible property of the Debtor of every kind and nature (other than Accounts and Contracts), including corporate, partnership, limited liability company and other business records, good will, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, service marks, logos, copyrights, copyright applications, registrations, software, licenses, payment intangibles (to the extent not included in Accounts), permits, franchises, tax refund claims, insurance policies and rights thereunder (including any refunds and returned premiums) and any collateral, guaranty, letter of credit or other security held by or granted to the Debtor to secure payment of Accounts and Contracts and all "general intangibles" as defined in Article 9 of the UCC.

(i) **Governmental Requirements** means all laws, rules, regulations, ordinances, judgments, decrees, codes, orders, injunctions, notices and demand letters of any Governmental Authority.

(j) **Inventory** means all goods, merchandise and other personal property held by the Debtor for sale or lease or license or furnished or to be furnished by the Debtor under contracts of service or otherwise, raw materials, parts, finished goods, work-in-process, scrap inventory and supplies and materials used or consumed, or to be used or consumed, in the Debtor's present or any future business, and all such property returned to or repossessed or

stopped in transit by the Debtor, whether in transit or in the constructive, actual or exclusive possession of the Debtor or of the Administrative Agent or held by the Debtor or any other person for the Administrative Agent's account and wherever the same may be located, including all such property that may now or hereafter be located on the premises of the Debtor or upon any leased location or upon the premises of any carriers, forwarding agents, warehousemen, vendors, selling agents, processors or third parties, all Inventory Collateral, and all "inventory" as defined in Article 9 of the UCC.

(k) **Investment Property** means all of the Debtor's certificated and uncertificated securities, securities accounts and security entitlements, commodity accounts and commodity contracts and all "investment property" as defined in Article 8 and 9 of the UCC.

(l) **Leases** means (1) all leases and use agreements of personal property entered into by the Debtor as lessor with other persons as lessees, and all rights of the Debtor under such leases and agreements, including the right to receive and collect all rents and other moneys (including security deposits) at any time payable under such leases and agreements, whether paid or accruing before or after the filing of any petition by or against the Debtor under the federal Bankruptcy Code; and (2) all leases and use agreements of personal property entered into by the Debtor as lessee with other persons as lessor, and all rights, titles and interests of the Debtor thereunder, including the leasehold interest of the Debtor in such property and all options to purchase such property or to extend any such lease or agreement.

(m) **Obligors** means the Debtor, each other person, if any, executing any Collateral Document as a grantor, any other maker, endorser, surety, guarantor or other person now or hereafter liable for the payment or performance, in whole or in part, of any of the Obligations and all "obligors" as defined in Article 9 of the UCC.

(n) **Permitted Contest** means any appropriate proceeding conducted in good faith by the Debtor to contest any tax, assessment, charge, Lien or similar claim, during the pendency of which proceeding the enforcement of such tax, assessment, charge, Lien or claim is stayed; provided that the Debtor has set aside on its books reserves reasonably satisfactory to the Administrative Agent to assure the payment of any such tax, assessment, charge, Lien or claim.

(o) **Property** is defined in Section 2.1.

(p) **Tangible Property** means all Equipment, Fixtures, Inventory and other tangible personal property of the Debtor.

ARTICLE 2

Security Agreement

SECTION 2.1 Granting Clauses.

As security for the Obligations, the Debtor hereby grants to the Administrative Agent security title to and a continuing security interest in, and assigns, transfers, conveys, pledges and

sets over to the Administrative Agent all of the Debtor's right, title and interest in, to and under all assets of the Debtor of every kind, nature and description, whenever located (excluding the Debtor's real property) including the following property, whether now owned or hereafter acquired by the Debtor, and whether now existing or hereafter incurred, created, arising or entered into (collectively, the "Property"):

(a) all Equipment, Fixtures, Inventory and other Tangible Property of the Debtor, and any and all accessions and additions thereto, any substitutions and replacements therefor, and all attachments and improvements placed upon or used in connection therewith, or any part thereof;

(b) all Accounts, Contracts (to the fullest extent such Contracts are assignable) and General Intangibles of the Debtor;

(c) all of the Debtor's rights as an unpaid vendor or lienor, including stoppage in transit, replevin, detinue and reclamation;

(d) all Investment Property of the Debtor;

(e) any other property of the Debtor now or hereafter held by the Administrative Agent or by others for the Administrative Agent's account;

(f) any Collateral Reserve Account established under Section 4.8 and all moneys and items from time to time on deposit therein;

(g) all Chattel Paper of Debtor;

(h) all Documents of Debtor;

(i) all Instruments of Debtor;

(j) all claims of Debtor in any pending litigation and/or claims for any insurance proceeds relating to the Property;

(k) all moneys of Debtor, all Deposit Accounts and other reserve accounts in which such moneys may at any time be invested and all certificates, instruments and documents of Debtor from time to time representing or evidencing any such moneys;

(l) all Goods and personal property of Debtor, whether tangible or intangible, now owned or hereafter acquired by Debtor or in which Debtor now has or hereafter acquires any rights and wherever located;

(m) all insurance policies related to the foregoing;

(n) all Supporting Obligations of Debtor;

(o) all Commercial Tort Claims of Debtor;

- (p) all Letter of Credit Rights of Debtor;
- (q) all Payment Intangibles of Debtor;
- (r) all Software of Debtor relating to any of the foregoing; and

(s) all rights, interest, dividends, and Proceeds of each of the foregoing and all Accessions to, substitutions and replacements for, and rents, royalties, issues, profits and products of each of the foregoing and all books, documents, files, ledgers and records in whatever media (whether on computer or otherwise) whether recorded or stored relating to each of the foregoing, and all Equipment and general intangibles necessary or beneficial to retain, access or process the information contained in those books and records.

No submission by the Debtor to the Administrative Agent of a schedule or other particular identification of Property shall be necessary to vest in the Administrative Agent the Liens contemplated by this Agreement in each and every item of Property of the Debtor now existing or hereafter acquired, incurred, created, arising or entered into, but rather such Liens shall vest in the Administrative Agent immediately upon the acquisition, creation, incurring or arising of, or entering into, any such item of Property without the necessity for any other or further action by the Debtor or by the Administrative Agent. The Debtor shall take such steps and observe such formalities as the Administrative Agent may request from time to time to create and maintain in favor of the Administrative Agent the Liens contemplated by this Agreement in all of the Property, whether now owned or hereafter acquired by the Debtor, and whether now existing or hereafter incurred, created, arising or entered into.

ARTICLE 3

Representations and Warranties

SECTION 3.1 General Representations and Warranties.

The Debtor represents and warrants to the Administrative Agent as follows:

(a) The Debtor is the owner of the Property and has a good right to grant to the Administrative Agent the Liens contemplated by this Agreement; the Property is free and clear of all Liens other than Permitted Liens; and the Debtor hereby warrants and will forever defend the title to the Property unto the Administrative Agent, its successors and assigns, against the claims of all persons whomsoever, whether lawful or unlawful, except those claiming under Permitted Liens.

(b) The location (including addresses, if applicable) of (1) each of the Debtor's places of business, (2) the Debtor's chief executive office, (3) the Debtor's state of incorporation or registration (if the Debtor was created by such state filing), (4) the office where the Debtor keeps the Debtor's records concerning Accounts, and (5) each site where the Debtor keeps any Tangible Property, are correctly and completely set forth on Exhibit B. The Debtor's legal name is as set forth in the first paragraph to this Agreement. No change has

occurred in the Debtor's legal name or the Debtor's state of incorporation or registration in the five years immediately preceding the execution of this Agreement.

SECTION 3.2 Account Representations and Warranties.

The Debtor represents and warrants to the Administrative Agent as follows as to each and every Account, whether now existing or acquired, created or arising from time to time hereafter, that is listed as an "Eligible Account" on any Borrowing Base Certification Report, Schedule of Accounts, report, certificate or other document furnished to the Administrative Agent, unless the Debtor discloses in writing therein that the Debtor does not make any such representation or warranty to the Administrative Agent with respect to such Account:

(a) Such Account meets each of the requirements set forth in the definition of "Eligible Account" as set forth in the Credit Agreement.

(b) All statements made by the Debtor about such Account in any documents furnished to the Administrative Agent by the Debtor are true and correct in all material respects, and the Administrative Agent may rely on such statements and representations in determining the eligibility and collateral value of such Account.

SECTION 3.3 Inventory Representations and Warranties.

The Debtor represents and warrants to the Administrative Agent as follows as to each and every item of Inventory, whether now existing or hereafter created or acquired, that is listed on any report, certificate or other document furnished to the Administrative Agent, unless the Debtor discloses therein that the Debtor does not make any such representation or warranty with respect to such item of Inventory:

(a) All statements made by the Debtor about such Inventory in any documents furnished to the Administrative Agent by the Debtor are true and correct in all material respects, and the Administrative Agent may rely on such statements and representations in determining the eligibility and collateral value of such Inventory.

(b) All such Inventory is located on premises identified on Exhibit B is in transit to Account Debtors in the ordinary course of business and is so identified on the relevant Schedule of Inventory.

ARTICLE 4

**Certain Covenants and Agreements
Concerning Accounts and Inventory**

SECTION 4.1 General.

(a) The Debtor shall promptly inform the Administrative Agent in writing of any material delay or default in the Debtor's performance of any of the Debtor's obligations to any Account Debtor, any assertion of any material claims, offsets or counterclaims by any Account

Debtor, any material adverse information relating to the financial condition of any Account Debtor of which Debtor becomes aware, or any other material adverse change in any of the Debtor's representations and warranties regarding Accounts and Inventory under this Agreement.

(b) If any Account arises out of a Contract with the United States of America, or any department, agency, subdivision or instrumentality thereof, the Debtor shall promptly notify the Administrative Agent thereof in writing and execute any instruments and take any other action required or requested by the Administrative Agent to perfect the Administrative Agent's security interest in such Account under the provisions of the Federal Assignment of Claims Act.

SECTION 4.2 Collection of Accounts; Segregation of Proceeds; etc.

(a) Until an Event of Default exists, the Debtor will, at the Debtor's sole expense, use its commercially reasonable efforts to collect from the Account Debtors all amounts due on Accounts and Contracts when they shall become due; and upon any default by any Account Debtor, the Debtor shall have the authority, at the Debtor's sole expense, to repossess any goods covered by any Account or Contract in accordance with the terms thereof and applicable law and to take such other action with respect to any such Account, Contract and goods as the Debtor may deem advisable. Upon written notification from the Administrative Agent, all remittances received by the Debtor as proceeds of Property shall be (1) held in trust for the Administrative Agent separate and apart from, and not commingled with, any property of the Debtor, (2) kept capable of identification as the property of the Administrative Agent, and (3) delivered daily (or at such other intervals as may be mutually agreed upon in writing) to the Administrative Agent in the identical form received, with appropriate endorsements, and accompanied by a report prepared by the Debtor in such form as the Administrative Agent may reasonably require.

(b) Promptly upon the Administrative Agent's written notification, the Debtor shall: (1) give written notice of the Administrative Agent's Liens on the Accounts and Contracts to the Account Debtors in such form and at such times as the Administrative Agent may reasonably require; (2) open and maintain at the Debtor's expense a lock box with the Administrative Agent for the receipt of all remittances with respect to Property and execute a lock box agreement satisfactory to the Administrative Agent governing such lock box; and (3) notify the Account Debtors to make payments on the Accounts and Contracts directly to the Administrative Agent or to said lock box. All items received by the Administrative Agent shall be, at the option of the Administrative Agent, credited to the Obligations or applied in accordance with Section 5.8 and the Credit Agreement, or held until finally collected in a Collateral Reserve Account established under Section 4.8.

SECTION 4.3 Attorney-in-Fact.

The Debtor hereby constitutes and appoints the Administrative Agent, or any other person whom the Administrative Agent may designate, as the Debtor's attorney-in-fact, at the Debtor's sole cost and expense, to exercise at any time an Event of Default exists, all or any of the powers set forth in Section 7.4, all of which powers, being coupled with an interest, shall be

irrevocable until this Agreement is terminated in accordance with Section 8.15: (1) to transmit to Account Debtors notice of the Administrative Agent's Liens on the Accounts and Contracts and to demand and receive from Account Debtors information concerning the Accounts and Contracts; (2) to notify Account Debtors to make payments or otherwise perform on the Accounts and Contracts directly to or for the benefit of the Administrative Agent or to a lock box designated by the Administrative Agent; (3) to take or to bring, in the name of the Administrative Agent or in the name of the Debtor, all steps, action, suits or proceedings deemed by the Administrative Agent necessary or desirable to effect collection of the Accounts and Contracts; (4) to enforce the obligations of Account Debtors or other person obligated on Account Debtors' obligations; (5) to exercise the rights of the Debtor with respect to the obligations of Account Debtors or other person obligated on Account Debtors' obligations to make payment or otherwise render performance to the Debtor; (6) to exercise the rights of the Debtor with respect to any collateral, property or supporting obligation securing or supporting the obligations of Account Debtors or other person obligated on Account Debtors' obligations; (7) to receive, open and dispose of all mail addressed to the Debtor that is received by the Administrative Agent; (8) to receive, take, endorse, assign and deliver in the Administrative Agent's or the Debtor's name any instruments relating to Accounts and Contracts; and (9) to take any proceeds to which the Administrative Agent is entitled. All acts of such attorney-in-fact or designee taken pursuant to this Section 4.3 or Section 7.4 are hereby ratified and approved by the Debtor, and said attorney shall not be liable for any acts or omissions, nor for any error of judgment or mistake of fact or law, except for its gross negligence or willful misconduct.

SECTION 4.4 Collection Methods.

The Debtor shall not institute any proceedings before any Governmental Authority for garnishment, attachment, repossession of property, detinue or make any attempt to repossess any goods covered by any Account or Contract except under the direction of competent legal counsel. The Debtor agrees to indemnify and hold the Administrative Agent harmless from any loss or liability of any kind that may be asserted against the Administrative Agent by virtue of any proceeding or repossession done or attempted by or on behalf of the Debtor or any actions that the Debtor may make to collect or enforce any Account or Contract or repossess any goods covered by any Account or Contract, except to the extent of Administrative Agent's gross negligence or willful misconduct.

SECTION 4.5 Documentation Regarding Accounts and Contracts.

The Debtor shall keep accurate and complete records of the Debtor's Accounts and Contracts and shall promptly deliver to the Administrative Agent from time to time on request (a) a detailed aged trial balance (Schedule of Accounts), in form and substance reasonably acceptable to the Administrative Agent, of all then-existing Accounts, (b) the original copy (or a true and complete copy) of all Contracts and other documents evidencing or relating to the Accounts so scheduled, (c) such other information relating to the then-existing Accounts and Contracts as the Administrative Agent shall reasonably request, and (d) formal written assignments or schedules specifically describing the Accounts and Contracts and confirming the Administrative Agent's Liens thereon.

SECTION 4.6 **Verification of Accounts and Contracts.**

Any of the Administrative Agent's officers, employees or agents shall have the right at any time following an Event of Default and at such other times as the Debtor and the Administrative Agent may mutually determine in the Administrative Agent's name or in the name of the Debtor, to verify with any Account Debtor the validity or amount of, or any other matter relating to, any Accounts and Contracts by mail, telephone, fax or otherwise.

SECTION 4.7 **Documentation Regarding Inventory.**

The Debtor shall keep accurate and complete records of the Inventory, and shall promptly furnish to the Administrative Agent from time to time on request (a) a current Schedule of Inventory in form and substance reasonably satisfactory to the Administrative Agent, and (b) the original copy (or a true and complete copy) of all documents related to such Inventory. Such schedule of Inventory shall provide the Administrative Agent with such information as the Administrative Agent shall reasonably request.

SECTION 4.8 **Collateral Reserve Account.**

Upon request by the Administrative Agent, the Debtor shall cause all remittances in payment of the Accounts and Contracts to be deposited with the Administrative Agent, or such other bank or banks as the Administrative Agent may require, in an account or accounts designated as the Administrative Agent may require (collectively, the "Collateral Reserve Account"). Such deposits, if applicable, shall be made by the Debtor on a daily basis for each Domestic Business Day. The Administrative Agent may at its option also deposit to the Collateral Reserve Account any remittances made to the Administrative Agent, to the lock box referred to in Section 4.2 or otherwise received by the Administrative Agent. Funds in the Collateral Reserve Account shall not be subject to withdrawal by the Debtor, but at all times shall be subject to the exclusive dominion and control of the Administrative Agent, and, subject to the provisions of the Credit Agreement, may be applied against the Obligations from time to time at the sole discretion of the Administrative Agent.

ARTICLE 5

Other Covenants and Agreements

SECTION 5.1 **General.**

The Debtor covenants and agrees with the Administrative Agent as follows:

(a) Without the Administrative Agent's prior written consent (or 30 days advance notice in the case of (1)), the Debtor shall not (1) add to or change any of the locations set forth in Exhibit B; (2) except for the sale of Inventory and Inventory in transit in the ordinary course of business, remove any Tangible Property other than motor vehicles and equipment located on customer and supplier sites (or in the case of any motor vehicle change the place at which it is principally garaged) from the locations specified therefor in Exhibit B; (3) alter or change its legal name; (4) change the state of its incorporation or registration (if the Debtor

was created by such state filing); (5) alter or change its legal form or status (corporate, partnership or otherwise); or (6) except as otherwise permitted by the Credit Agreement, merge, in one transaction or a series of related transaction, into or consolidate with any other entity.

(b) The Debtor shall notify the Administrative Agent in writing of any proposed addition to or change in any of the matters described in Section 5.1(a) at least 30 days prior to the date of the proposed change and shall furnish the Administrative Agent with any information reasonably requested by the Administrative Agent in considering the proposed change.

(c) Except as otherwise permitted by the Credit Agreement, the Debtor is and shall remain the owner of all of the locations described in Section 5.1(a) except any leased locations and customer or supplier sites described in Exhibit B. With respect to any such leased locations where Inventory is located, the Debtor shall promptly deliver to the Administrative Agent a written waiver or subordination (in form and substance satisfactory to the Administrative Agent) of any Lien with respect to the Property that the owner might have.

(d) The Debtor shall not allow any of the Property that is not a Fixture to become affixed to any real estate other than that, if any, shown as being owned by the Debtor in Exhibit A without the prior written consent of the Administrative Agent. If at any time any of the Tangible Property should, notwithstanding the foregoing, be affixed to any other real estate, the security interest of the Administrative Agent under this Agreement shall nevertheless attach to and include such Tangible Property. The Debtor shall promptly furnish to the Administrative Agent a description of any such real estate and the names of the record owners thereof, hereby authorizes the Administrative Agent to file such additional financing statements and other documents as the Administrative Agent may require, use its commercially reasonable efforts to obtain from the owners of such real estate and the holders of any Liens thereon such Lien waivers, subordination agreements and other documents as the Administrative Agent may reasonably request, and shall take such other actions as the Administrative Agent may deem necessary or desirable to preserve and perfect the Administrative Agent's security interest in such Tangible Property as a first priority perfected security interest (subject only to Permitted Liens).

(e) The Debtor will not, without the prior written consent of the Administrative Agent, (1) sell, lease, license, transfer, convey or otherwise dispose of any of the Property, except for the sale of Inventory in the ordinary course of business or as otherwise permitted by Section 5.16 of the Credit Agreement, (2) pledge or grant any security interest in any of the Property to any person, except for Permitted Liens, (3) permit any Lien to attach to any of the Property or any levy to be made thereon or any financing statement to be on file with respect to any of the Property, except those related to Permitted Liens, or (4) permit any default or violation to occur under any agreement, covenant or restriction included in Permitted Liens.

(f) The Debtor authorizes the Administrative Agent to perfect, preserve, continue, amend and maintain the Administrative Agent's interest in the Property by whatever actions the Administrative Agent in its sole discretion deems appropriate under the UCC or applicable law. The Debtor shall assist and cooperate with the Administrative Agent in taking such

actions and shall pay all reasonable costs and expenses incurred by the Administrative Agent in taking such actions. Such actions may include (1) the filing by the Administrative Agent of financing statements describing the Property; (2) the Administrative Agent's taking possession of the Property; (3) obtaining an acknowledgment from a person in possession of any of the Property that such person is holding the Property for the benefit of the Administrative Agent; (4) the Administrative Agent's obtaining control of the Property consisting of Deposit Accounts, Investment Property, letter of credit rights and electronic chattel paper; or (5) the Administrative Agent's placing a legend on chattel paper (tangible or electronic) that gives notice of the Administrative Agent's security interest in chattel paper (tangible or electronic).

(g) The Debtor shall place a legend in form and substance acceptable to the Administrative Agent that gives notice of the Administrative Agent's security interest in chattel paper (tangible or electronic) on all chattel paper (tangible or electronic) currently existing or acquired or created in the future by the Debtor.

(h) The Administrative Agent may correct any patent errors in this Agreement or any financing statements or other documents executed in connection herewith.

(i) The Debtor shall inform the Administrative Agent in writing of any material adverse change in any of the representations and warranties of the Debtor under this Agreement, promptly after the Debtor shall learn of such change.

(j) The Debtor shall furnish to the Administrative Agent from time to time statements and schedules further identifying and describing the Property and such other reports in connection with the Property as the Administrative Agent may reasonably request, all in reasonable detail.

(k) The Debtor shall keep and maintain at the Debtor's own cost and expense complete records of the Property, including a record of all payments received and all credits granted with respect to the Property and all other dealings with the Property. Upon request of the Administrative Agent, the Debtor shall make proper entries in such records disclosing the assignment of the Property to the Administrative Agent and shall segregate and mark such records with the Administrative Agent's name in a manner reasonably satisfactory to the Administrative Agent. If an Event of Default exists, the Debtor shall deliver such records to the Administrative Agent on demand.

(l) If requested by the Administrative Agent, the Debtor shall promptly deliver to the Administrative Agent the certificates of title for any motor vehicles now or hereafter included in the Property that are subject to the title laws of any jurisdiction and shall join with the Administrative Agent in executing any documents and taking any actions necessary or desirable in the Administrative Agent's opinion to perfect the Administrative Agent's Liens in such vehicles. The Administrative Agent may retain possession of such certificates of title until this Agreement is terminated in accordance with Section 8.15.

(m) The Debtor shall not file a release, amendment, partial release, or termination statement with respect to any of the Property without the Administrative Agent's prior written consent.

SECTION 5.2 Taxes and Assessments.

The Debtor shall pay when due all taxes, assessments and other charges levied or assessed against any of the Property, and all other claims that are or may become Liens against any of the Property, except any that are Permitted Liens or that are being contested by Permitted Contests; and should default be made in the payment of same, the Administrative Agent, at its option, may pay them.

SECTION 5.3 Insurance and Risk of Loss.

(a) The Debtor shall keep the Tangible Property insured in such amounts, with such companies and against such risks as are required by the Credit Agreement. All such policies shall name the Administrative Agent as an additional loss payee and shall contain an agreement by the insurer that they shall not be cancelled without at least 30 days prior written notice to the Administrative Agent. If requested by the Administrative Agent, the Debtor shall cause duplicate originals of such insurance policies to be deposited with the Administrative Agent. If requested by the Administrative Agent, the Debtor shall, at least 10 days prior to the due date, furnish to the Administrative Agent evidence of the payment of the premiums due on such policies.

(b) To the extent assignable, the Debtor hereby collaterally assigns to the Administrative Agent as security for the Obligations each policy of insurance covering any of the Property, including all rights to receive the proceeds and returned premiums of such insurance. With respect to all such insurance policies, the Administrative Agent is hereby authorized, but not required, on behalf of the Debtor, to collect for, adjust and compromise any losses and, following an Event of Default, to apply, at its option, the loss proceeds (less expenses of collection) to the Obligations, in any order and whether due or not, or to the repair, replacement or restoration of the Property, or to remit the same to the Debtor; but any such application or remittance shall not cure or waive any default by the Debtor and shall not operate to abate, satisfy or release any of the Obligations. If any insurance proceeds are received by the Debtor, the Debtor shall promptly apply such proceeds to the repair, replacement or restoration of the Property unless the Debtor receives contrary directions from the Administrative Agent.

(c) In case of a sale pursuant to the default provisions hereof, or any conveyance of all or any part of the Property in extinguishment of the Obligations, title to all such insurance policies and the proceeds thereof and unearned premiums with respect thereto shall, to the extent transferable, pass to and vest in the purchaser of the Property.

(d) The risk of loss or damage to the Property is on the Debtor whether or not the Property is held by or controlled by the Administrative Agent.

SECTION 5.4 Care of Tangible Property; Notice of Loss, etc.

The Debtor shall: (a) at all times maintain the Tangible Property in as good condition as it is now in, reasonable wear and tear alone excepted; (b) not use the Tangible Property, or permit it to be used, in violation of any Governmental Requirement; and (c) notify the

Administrative Agent immediately in writing of any event causing material loss or depreciation in value of any of the Property and of the amount thereof (other than ordinary wear and tear).

SECTION 5.5 Filing Fees and Taxes.

The Debtor agrees, to the extent permitted by law, to pay all recording and filing fees, revenue stamps, taxes and other expenses and charges payable in connection with the execution and delivery of the Loan Documents, and the recording, filing, satisfaction, continuation and release thereof.

SECTION 5.6 Use of Tangible Property.

The Debtor agrees (a) to comply with the terms of any lease covering the premises on which any Tangible Property is located and all Governmental Requirements concerning such premises or the conduct of business thereon; (b) not to conceal, or except as otherwise permitted by the Credit Agreement, abandon the Tangible Property; and (c) not to lease or hire any of the Tangible Property to any person or permit the same to be leased or used for hire except to Debtor's customers and suppliers in the ordinary course of business or pursuant to Permitted Liens.

SECTION 5.7 Contracts.

(a) The Debtor shall perform in all material respects all of the Debtor's obligations under each Contract in accordance with its terms and shall not commit or permit any default on the part of the Debtor thereunder. Without the prior written consent of the Administrative Agent, the Debtor shall not (1) cancel or terminate any Material Contract or consent to or accept any early cancellation or early termination thereof; (2) modify any Material Contract or give any consent, waiver or approval thereunder if such modification, consent, waiver or approval would impair in any material respect the value of the interests of the Debtor thereunder or the interests of the Administrative Agent under this Agreement; (3) waive any default under any Material Contract; or (4) take any other action in connection with any Material Contract that would impair, in any material respect, the value of the interests of the Debtor thereunder or the interests of the Administrative Agent under this Agreement.

(b) If requested by the Administrative Agent, the Debtor will either deliver to the Administrative Agent all executed original copies of the Material Contracts in Debtor's possession or mark conspicuously on each original copy the following legend:

NOTICE

This Agreement and the rights of American Cybersystems, Inc. to receive all payments hereunder have been assigned to Branch Banking & Trust Company as collateral security under Security Agreement (General) dated September 24, 2012.

(c) The Debtor shall notify the Administrative Agent promptly in writing of any matters of which Debtor becomes aware affecting in any material respect the value, enforceability or collectibility of any of the Material Contracts, including material defaults, delays in performance, disputes, offsets, defenses, counterclaims, returns and rejections and all reclaimed or repossessed property.

SECTION 5.8 Application of Payments and Collections.

The Debtor irrevocably waives the right to direct the application of any payments and collections at any time or times hereafter received by the Administrative Agent from or on behalf of the Debtor, and the Debtor irrevocably agrees that the Administrative Agent shall have the continuing exclusive right to apply and reapply any and all such payments and collections received at any time or times hereafter by the Administrative Agent or its agent against the Obligations, in such order and in such proportions as the Administrative Agent may deem advisable, whether due or not, and notwithstanding any entry by the Administrative Agent upon its books and records.

SECTION 5.9 Instruments, Documents and Tangible Chattel Paper.

Immediately upon the Debtor's receipt of any Property that consists of or is evidenced or secured by an agreement, instrument, document or tangible chattel paper, the Debtor shall, if requested to do so by the Administrative Agent, deliver each original thereof to the Administrative Agent, together with appropriate endorsements and assignments in form and substance acceptable to the Administrative Agent. The Debtor also authorizes the Administrative Agent to file financing statements describing such Property.

SECTION 5.10 Deposit Accounts, Investment Property, Letter of Credit Rights and Electronic Chattel Paper.

The Debtor hereby grants to the Administrative Agent control of any of the Debtor's Deposit Accounts, Investment Property, letter of credit rights and electronic chattel paper, and the Debtor shall take all actions requested by the Administrative Agent that the Administrative Agent deems in its reasonable discretion advisable to establish the Administrative Agent's control over such Property, including obtaining the execution of control agreements by the holder of such accounts or Property. The Debtor also authorizes the Administrative Agent to file financing statements describing such Property.

SECTION 5.11 Visitation.

The Debtor shall permit representatives of the Administrative Agent from time to time during normal business hours and, if no Event of Default has occurred, upon no less than 5 days advance written notice (a) to visit and inspect the Property, all records related thereto, the premises upon which any Property is located, and any of the other offices and properties of the Debtor; (b) to inspect and examine the Property and to inspect, audit, check and make abstracts from the books, records, orders, receipts, correspondence and other data relating to the Property or to any transactions between the Debtor and the Administrative Agent; (c) to discuss the affairs, finances and accounts of the Debtor with and be advised as to the same by the officers thereof, if a corporation, or if not by other responsible persons; and (d) to verify the amount, quantity, value and condition of, or any other matter relating to, the Property, all at such times and intervals as the Administrative Agent may desire. The Debtor hereby irrevocably authorizes and instructs any accountants acting for the Debtor to give the Administrative Agent any information the Administrative Agent may reasonably request regarding the financial affairs of the Debtor and to furnish the Administrative Agent with copies of any documents in their possession related thereto.

SECTION 5.12 Further Assurances.

At the Debtor's cost and expense, upon request of the Administrative Agent, the Debtor shall duly execute and deliver, or cause to be duly executed and delivered, to the Administrative Agent such further instruments and do and cause to be done such further acts as may be reasonably necessary or proper in the opinion of the Administrative Agent or its counsel to perfect, preserve and protect the validity and priority of the Liens of the Administrative Agent in the Property and to carry out more effectively the provisions and purposes of this Agreement.

SECTION 5.13 Use and Operation.

Whenever any of the Property is in the possession or control of the Administrative Agent, whether for perfection, enforcement or otherwise, to the extent permitted by applicable law, the Debtor consents to the Administrative Agent's unrestricted use and operation of the Property. The Debtor waives any rights it may have to require the Administrative Agent to keep all nonfungible Property segregated or separately identifiable and agrees that the Administrative Agent may commingle any and all of the Property (fungible or otherwise) with its own without any liability to the Debtor for so doing.

SECTION 5.14 Certification of the Debtor.

At least annually, if requested by the Administrative Agent, the Debtor shall give the Administrative Agent a certification, in written or other record form, attesting that the Debtor has not sold any of the Property unless expressly permitted by this Agreement or the Credit Agreement and has not changed any of the following without the prior written consent of the Administrative Agent: (a) the Debtor's legal name; (b) the state of the state of Debtor's incorporation or registration (if the Debtor was created by such state filing); (c) the Debtor's chief executive office; and (d) the Debtor's principal place of business.

ARTICLE 6

Events of Default

SECTION 6.1 Events of Default.

The occurrence of any of the following events shall constitute an event of default (an "Event of Default") under this Agreement (whatever the reason for such event and whether or not it shall be voluntary or involuntary or be effected by operation of law or pursuant to any Governmental Requirement):

(a) any representation or warranty made in this Agreement shall prove to be false or misleading in any material respect as of the time made; or

(b) default shall be made in the due observance or performance of any covenant, condition or agreement on the part of the Debtor to be observed or performed pursuant to the terms of this Agreement (other than any covenant, condition or agreement, default in the observance or performance of which is elsewhere in this Section 6.1 specifically dealt with) and such default shall continue unremedied until the first to occur of (1) the date that is ten days after written notice by the Administrative Agent to the Debtor; or (2) the date that is ten days after the Debtor first obtains knowledge thereof; or

(c) any "Event of Default", as therein defined, shall occur under the Credit Agreement (after giving effect to any applicable notice, grace or cure period specified therein).

ARTICLE 7

Remedies

SECTION 7.1 Certain Rights of Administrative Agent After Default.

If an Event of Default exists that does not already result in the automatic acceleration of the Obligations under another Loan Document, the Administrative Agent shall have, in addition to any other rights under this Agreement or the UCC or under applicable law, the right, without notice to the Debtor (or with notice to the Debtor if notice is required and cannot be waived under applicable law), to take any or all of the following actions at the same or different times:

(a) The Administrative Agent may charge, set-off and otherwise apply all or any part of the Obligations against the Deposit Accounts, or any part thereof, and may instruct any holder of any of the Deposit Accounts to pay the balance of such Deposit Accounts to or for the benefit of the Administrative Agent.

(b) The Administrative Agent may exercise any rights the Administrative Agent may have under any control agreements relating to the Property.

(c) The Administrative Agent may exercise any rights, powers and remedies of the Debtor in connection with any Contract or otherwise in respect of the Property, including any

rights of the Debtor to demand or otherwise require payment of any amount under, or performance of any provision of, any Contract, and to modify, amend, terminate, replace, settle or compromise any Contract or any sum payable thereunder.

(d) The Administrative Agent may (1) notify Account Debtors that Accounts and Contracts have been assigned to the Administrative Agent, demand and receive information from Account Debtors with respect to Accounts and Contracts, forward invoices to Account Debtors directing them to make payments to the Administrative Agent, collect all Accounts and Contracts in the Administrative Agent's or the Debtor's name and take control of any cash or non-cash proceeds of Property; (2) enforce payment of any Accounts and Contracts, prosecute any action or proceeding with respect to Accounts and Contracts, extend the time of payment of Accounts and Contracts, make allowances and adjustments with respect to Accounts and Contracts and issue credits against Accounts and Contracts, all in the name of the Administrative Agent or the Debtor; (3) settle, compromise, extend, renew, release, terminate or discharge, in whole or in part, any Account or Contract or deal with the same as the Administrative Agent may deem advisable; and (4) require the Debtor to open all mail only in the presence of a representative of the Administrative Agent, who may take therefrom any remittance on any of the Property.

(e) The Administrative Agent may (1) enter upon the premises of the Debtor or any other place where any Property is located, and through self-help and without judicial process, without first obtaining a final judgment or giving the Debtor notice and opportunity for a hearing and without any obligation to pay rent, remove the Property therefrom to the premises of the Administrative Agent or its agent for such time as the Administrative Agent may desire to collect or liquidate the Property; (2) render any Equipment unusable; (3) require the Debtor to assemble the Tangible Property and make it available to the Administrative Agent at the Debtor's premises or any other place selected by the Administrative Agent, and to make available to the Administrative Agent all of the Debtor's premises and facilities for the purpose of the Administrative Agent's taking possession of, removing or putting the Tangible Property in salable form; and (4) use, and permit the Administrative Agent or any purchaser of any of the Property from the Administrative Agent to use, without charge, the Debtor's labels, General Intangibles and advertising matter or any property of a similar nature, as it pertains to or is included in the Property, in advertising, preparing for sale and selling any Property, and in finishing the manufacture, processing, fabrication, packaging and delivery of the Inventory; and the Debtor's rights under all licenses, franchise agreements and other General Intangibles shall inure to the Administrative Agent's benefit.

(f) The Administrative Agent, without demand of performance or other demand, advertisement or notice of any kind (except any notice required by law of a proposed disposition of a Property, which may be given in the manner specified in Section 8.1) to or upon the Debtor or any other person (all of which demands, advertisements and notices are hereby expressly waived, to the extent permitted by law), may forthwith collect, receive, appropriate, repossess and realize upon all or any part of the Property, and may forthwith sell, lease, license, assign, give options to purchase, or sell or otherwise dispose of and deliver all or any part of the Property (or contract to do so), in one or more parcels at public or private sale or sales, at any exchange, broker's board or at any of the Administrative Agent's offices or

while situated on the Debtor's premises or elsewhere at such prices as the Administrative Agent may deem best, for cash or on credit or for future delivery without assumption of any credit risk. To the extent permitted by law, the Property shall be sold free of any right of redemption, which right of redemption the Debtor hereby releases. To the extent permitted by applicable law, the Debtor waives all claims, damages, and demands against the Administrative Agent arising out of the repossession, retention or sale of the Property.

SECTION 7.2 Repossession of the Property; Care and Custody of the Property; etc.

(a) The Debtor shall give the Administrative Agent written notice in the manner set forth in Section 9.1 within 48 hours of the date of repossession by the Administrative Agent or its agent or representative if the Debtor alleges that any other property of the Debtor was left on or in the repossessed Property at the time of repossession; and such notice shall be an express condition precedent to any action for loss or damages in connection therewith. After receiving any such notice the Administrative Agent will have a reasonable time to notify the Debtor as to where the Debtor can collect such property.

(b) The Debtor irrevocably invites the Administrative Agent and its agents to enter upon any premises on which any of the Property is now or hereafter located for all purposes related to the Property, including repossession thereof, and consents to any such entry and repossession. Any such entry by the Administrative Agent or its agents shall not be a trespass upon such premises, and any such repossession shall not constitute conversion of any Property. The Debtor agrees to indemnify and hold the Administrative Agent harmless against, and hereby releases the Administrative Agent from, any actions, claims, costs, liabilities or expenses arising directly or indirectly from any entry upon such premises and any repossession of any Property, except to the extent of Administrative Agent's gross negligence or willful misconduct.

(c) If the Administrative Agent shall repossess any Property at a time when no Event of Default exists and the repossessed Property is thereafter returned to the Debtor, the damages therefor, if any, shall not exceed the fair rental value of the repossessed Property for the time it was in the Administrative Agent's possession.

(d) The Administrative Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Property in its possession if it takes such reasonable actions for that purpose as the Debtor shall request in writing. Any omission to do any act not requested by the Debtor shall not be deemed a failure to exercise reasonable care.

SECTION 7.3 Application of Proceeds.

Unless prohibited by applicable law, but subject to the applicable provisions of the Credit Agreement, the Administrative Agent shall have the continuing exclusive right to apply and reapply the proceeds, including cash and noncash proceeds (sales on credit or notes and otherwise) resulting from the exercise of any of the rights, powers and remedies of the Administrative Agent under this Agreement, against the Obligations, in such order and in such proportions as the Administrative Agent may deem advisable. All reasonable expenses incurred,

including all reasonable costs and expenses incurred in securing the possession of Property, moving, storing, repairing or finishing the manufacture of Property, and preparing the same for sale, shall become part of the Obligations secured hereby. The Obligors shall remain liable to the Administrative Agent for any deficiency.

SECTION 7.4 Attorney-in-Fact After Default.

At any time when an Event of Default exists, the Administrative Agent or any other person serving as the Debtor's attorney-in-fact under Section 4.3 shall have the following powers (exercisable concurrently with or in addition to the powers granted to the Administrative Agent in Section 4.3): (a) to sell or assign any of the Property upon such terms, for such amounts and at such times as the Administrative Agent deems advisable and to execute any bills of sale or assignments in the name of the Debtor in relation thereto; (b) to take control, in any manner, of any item of payment on, or proceeds of the Property; (c) to use the information recorded on or contained in any data processing equipment and computer hardware and software relating to the Property to which the Debtor has access; (d) to settle, adjust, compromise, extend, renew, discharge, terminate or release the Property in whole or in part; (e) settle, adjust or compromise any legal proceedings brought to collect the Property; (f) to prepare, file and sign the Debtor's name on any proof of claim in bankruptcy or similar document against any Account Debtor; (g) to prepare, file and sign the Debtor's name on any notice of Lien, assignment or satisfaction or termination of Lien or similar document in connection with the Property; (h) to sign, authenticate or endorse the name of the Debtor upon any chattel paper (tangible or electronic), document, instrument, invoice or similar document or agreement relating to the Property; (i) to use the Debtor's stationery and to sign the name of the Debtor to verifications of the Accounts and Contracts and notices thereof to Account Debtors; (j) to notify postal authorities to change the Debtor's mailing address to an address designated by the Administrative Agent for receipt of payments on Accounts and Contracts; (k) to enter into contracts or agreements for the processing, fabrication, packaging and delivery of Inventory as said attorney-in-fact or designee or the Administrative Agent may from time to time deem appropriate and charge the Debtor's account for any reasonable costs thereby incurred; (l) except as otherwise provided in the Credit Agreement, to receive all cash dividends otherwise payable to the Debtor; (m) to endorse and transfer Investment Property into the Administrative Agent's name or the name of its nominee and to cause new certificates to be issued in the name of the Administrative Agent or of such nominee; (n) to vote all or any part of the Investment Property; (o) exercise all of the Debtor's other rights, powers and remedies with respect to the Property; and (p) to do all acts and things necessary, in the Administrative Agent's sole judgment, to carry out the purposes of this Agreement or to fulfill the Debtor's obligations hereunder.

SECTION 7.5 No Obligation to Pursue Others.

The Debtor agrees that the Administrative Agent has no obligation to attempt to satisfy the Obligations by collecting them from any other person liable for them and the Administrative Agent may release, modify or waive any collateral provided by any other person to secure any of the Obligations, all without affecting the Administrative Agent's rights against the Debtor. The Debtor waives any right it may have to require the Administrative Agent to pursue any other person for any of the Obligations, and that each of the Obligations may be enforced against the

Debtor without the necessity of joining any other Obligor, any other holders of Liens in any Property or any other person, as a party.

SECTION 7.6 Compliance with Other Laws.

The Administrative Agent may comply with any applicable state or federal law requirements in connection with a disposition of the Property and such compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Property.

SECTION 7.7 Warranties of Title.

The Administrative Agent may in its sole discretion disclaim any warranties of title or the like in the sale or other disposition of the Property. Such disclaimer will not be considered adversely to affect the commercial reasonableness of any sale of the Property.

SECTION 7.8 Default Rate.

If an Event of Default exists, the Obligations shall bear interest at the Default Rate, until the earlier of (a) such time as all of the Obligations are paid in full or (b) no such Event of Default exists.

SECTION 7.9 Remedies Cumulative.

The rights, powers and remedies of the Administrative Agent under this Agreement are cumulative and not exclusive of any other rights, powers or remedies now or hereafter existing at law or in equity.

ARTICLE 8

Miscellaneous

SECTION 8.1 Notices.

(a) Any request, demand, authorization, direction, notice, consent or other document provided or permitted by this Agreement shall be given in the manner, and shall be effective at the time, provided in Section 9.01 of the Credit Agreement.

(b) Unless otherwise required by applicable law, ten (10) days written notice to the Debtor as provided above shall constitute reasonable notification to the Debtor when notification is required by law; provided, however, that nothing contained in the foregoing shall be construed as requiring ten (10) days' notice if, under applicable law and the circumstances then existing, a shorter period of time would constitute reasonable notice.

SECTION 8.2 Expenses.

The Debtor shall promptly on demand pay all reasonable costs and expenses, including the reasonable fees and disbursements of counsel to the Administrative Agent, incurred by the Administrative Agent in connection with (a) the negotiation, preparation and review of this

Agreement (whether or not the transactions contemplated by this Agreement shall be consummated), (b) the enforcement of this Agreement, (c) the custody and preservation of the Property, (d) the protection or perfection of the Administrative Agent's rights and interests under this Agreement in the Property, (e) the exercise by or on behalf of the Administrative Agent of any of its rights, powers or remedies under this Agreement and (f) the prosecution or defense of any action or proceeding by or against the Administrative Agent, the Debtor, any other Obligor, any Account Debtor, or any one or more of them, concerning any matter related to this Agreement, any of the Property, or any of the Obligations. All such amounts shall bear interest from the date demand is made if not paid within two (2) Domestic Business Days following such demand at the Default Rate and shall be included in the Obligations secured hereby. The Debtor's obligations under this Section 8.2 shall survive the payment in full of the Obligations and the termination of this Agreement.

SECTION 8.3 Successors and Assigns.

Whenever in this Agreement any party hereto is referred to, such reference shall be deemed to include the successors and assigns of such party or any other person who becomes bound by this Agreement as a debtor, except that the Debtor may not assign or transfer this Agreement without the prior written consent of the Administrative Agent; and all covenants and agreements of the Debtor contained in this Agreement shall bind the Debtor's successors and assigns or any other person who becomes bound by this Agreement as a debtor and shall inure to the benefit of the successors and assigns of the Administrative Agent.

SECTION 8.4 Independent Obligations.

The Debtor agrees that each of the obligations of the Debtor to the Administrative Agent under this Agreement may be enforced against the Debtor without the necessity of joining any other Obligor, any other holders of Liens in any Property or any other person, as a party.

SECTION 8.5 Governing Law.

This Agreement shall be construed in accordance with and governed by the internal laws of the State of Georgia (without regard to principles of conflicts of laws).

SECTION 8.6 Date of Agreement.

The date of this Agreement is intended as a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was executed and delivered on that date.

SECTION 8.7 Separability Clause.

If any provision of the Loan Documents shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 8.8 Counterparts.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same agreement.

SECTION 8.9 No Oral Agreements.

This Agreement is the final expression of the agreement between the parties hereto, and this Agreement may not be contradicted by evidence of any prior oral agreement between such parties. All previous oral agreements between the parties hereto have been incorporated into this Agreement and the other Loan Documents, and there is no unwritten oral agreement between the parties hereto in existence.

SECTION 8.10 Waiver and Election.

The exercise by the Administrative Agent of any option given under this Agreement shall not constitute a waiver of the right to exercise any other option. No failure or delay on the part of the Administrative Agent in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. No modification, termination or waiver of any provisions of the Loan Documents, nor consent to any departure by the Debtor therefrom, shall be effective unless in writing and signed by an authorized officer of the Administrative Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on the Debtor in any case shall entitle the Debtor to any other or further notice or demand in similar or other circumstances.

SECTION 8.11 No Obligations of Administrative Agent; Indemnification.

The Administrative Agent does not by virtue of this Agreement or any of the transactions contemplated by the Loan Documents assume any duties, liabilities or obligations with respect to any of the Property unless expressly assumed by the Administrative Agent under a separate agreement in writing, and this Agreement shall not be deemed to confer on the Administrative Agent any duties or obligations that would make the Administrative Agent directly or derivatively liable for any person's negligent, reckless or willful conduct. The Debtor agrees to indemnify and hold the Administrative Agent harmless against and with respect to any damage, claim, action, loss, cost, expense, liability, penalty or interest (including reasonable attorney's fees) and all reasonable costs and expenses of all actions, suits, proceedings, demands, assessments, claims and judgments directly or indirectly resulting from, occurring in connection with, or arising out of: (a) any inaccurate representation made by the Debtor or any Obligor in this Agreement or any other Loan Document; (b) any breach of any of the warranties or obligations of the Debtor or any Obligor under this Agreement or any other Loan Document; and (c) the Property, or the Liens of the Administrative Agent thereon. The provisions of this Section 8.11 shall survive the payment of the Obligations in full and the termination, satisfaction, release (in whole or in part) and foreclosure of this Agreement, except to the extent of Administrative Agent's gross negligence or willful misconduct.

SECTION 8.12 Advances by the Administrative Agent.

If the Debtor shall fail to comply with any of the provisions of this Agreement, the Administrative Agent may (but shall not be required to) make Revolver Advances to perform the same, and where necessary enter any premises where any Property is located for the purpose of performing the Debtor's obligations under any such provision. The Debtor agrees to repay all such sums advanced upon demand, with interest from the date such advances are made at the rate applicable to Revolver Advances under the Credit Agreement, and all sums so advanced with interest shall be a part of the Obligations. The making of any such advances shall not be construed as a waiver by the Administrative Agent of any Event of Default resulting from the Debtor's failure to pay such amounts.

SECTION 8.13 Rights, Liens and Obligations Absolute.

All rights of the Administrative Agent hereunder, all Liens granted to the Administrative Agent hereunder, and all obligations of the Debtor hereunder, shall be absolute and unconditional and shall not be affected by (a) any lack of validity or enforceability as to any other person of any of the Loan Documents, (b) any change in the time, manner or place of payment of, or any other term of the Obligations, (c) any amendment or waiver of any of the provisions of the Loan Documents as to any other person, and (d) any exchange, release or non-perfection of any other collateral or any release, termination or waiver of any guaranty, for any of the Obligations.

SECTION 8.14 Debtor Liable on Contracts.

Notwithstanding anything in this Agreement to the contrary (a) the Debtor shall remain liable under the Contracts to perform all of the Debtor's duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Administrative Agent of any rights hereunder shall not release the Debtor from any of the Debtor's obligations under the Contracts, and (c) the Administrative Agent shall not have any obligation or liability under the Contracts by reason of this Agreement or the receipt by the Administrative Agent of any payment hereunder, nor shall the Administrative Agent be obligated to perform any of the obligations of the Debtor under the Contracts, to take any action to collect, file and enforce any claim for payment assigned to the Administrative Agent hereunder, or to make any inquiry as to the nature or sufficiency of any payment received by it or the adequacy of any performance by any party.

SECTION 8.15 Termination.

This Agreement and the Administrative Agent's Liens in the Property hereunder will not be terminated until one of the Administrative Agent's officers signs a written termination agreement. Whenever there are no outstanding Obligations and no commitment on the part of the Administrative Agent or any Lender under any agreement which might give rise to an Obligation, the Administrative Agent shall cause such written termination agreement to be delivered to the Debtor promptly following the Debtor's request. Except as otherwise expressly provided for in this Agreement, no termination of this Agreement shall in any way affect or impair the representations, warranties, agreements or other obligations of the Debtor or the

rights, powers and remedies of the Administrative Agent under this Agreement with respect to any transaction or event occurring prior to such termination, all of which shall survive such termination.

SECTION 8.16 Reinstatement.

This Agreement, the obligations of the Debtor hereunder, and the Liens, rights, powers and remedies of the Administrative Agent hereunder, shall continue to be effective, or be automatically reinstated, as the case may be, if at any time any amount applied to the payment of any of the Obligations is rescinded or must otherwise be restored or returned to the Debtor, any Obligor, or any other person (or paid to the creditors of any of them, or to any custodian, receiver, trustee or other officer with similar powers with respect to any of them, or with respect to any part of their property) upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Debtor, any Obligor or any such person, or upon or as a result of the appointment of a custodian, receiver, trustee or other officer with respect to any of them, or with respect to any part of their property, or otherwise, all as though such payment had not been made.

SECTION 8.17 Confidentiality. This Agreement incorporates by reference Section 9.08 of the Credit Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly authorized representative.

AMERICAN CYBERSYSTEMS, INC.

By 
Its CEO

EXHIBIT A

(Description of Real Estate on
Which Fixtures Are Located)

2400 Meadowbrook Parkway
Duluth, GA 30096

EXHIBIT B

(Locations)

A. Locations:

1. Address(es) of the Debtor's place(s) of business and chief executive office (if the Debtor has more than one place of business):

Chief Executive Office

2400 Meadowbrook Parkway
Duluth, GA 30096

Other Locations

15305 Dallas Parkway
Addison, TX 75001

1855 W. Baseline Road
Mesa, AZ 85202

990 Hammond Drive, Suite 700
Atlanta, GA 30342

1000 Pittsford Victor Road
Pittsford, NY 14534

13208 NE 20th Street Plaza 520
Bellevue, WA 98005

47742 Van Dyke Ave.
Shelby Twp, MI 48317

One Chase Corporate Drive
Birmingham, AL 35244

5795 Widewaters Parkway
Syracuse, NY 13214

2960 S. McCall Road
Englewood, FL 34224

5401 West Kennedy Boulevard
Tampa, FL 33609

5220 Pacific Concourse Drive
Los Angeles, CA 90248

175 East Hawthorn Parkway, Suite 405
Vernon Hills, IL 60061

2. Address(es) where Debtor keeps the Debtor's records concerning Accounts:

2400 Meadowbrook Parkway
Duluth, GA 30096

3. Address(es) of property owned by the Debtor on which any Tangible Property (other than Inventory in transit, motor vehicles and equipment located on customer or supplier sites) is or will be located:

2400 Meadowbrook Parkway
Duluth, GA 30096

4. Address(es) of property not owned by the Debtor on which any Tangible Property (other than Inventory in transit, motor vehicles and equipment located on customer or supplier sites) is or will be located:

15305 Dallas Parkway
Addison, TX 75001

450 7th Avenue, 44th Floor
New York, NY 10123

990 Hammond Drive, Suite 700
Atlanta, GA 30342

1000 Pittsford Victor Road
Pittsford, NY 14534

13208 NE 20th Street Plaza 520
Bellevue, WA 98005

47742 Van Dyke Ave.
Shelby Twp, MI 48317

One Chase Corporate Drive
Birmingham, AL 35244

5795 Widewaters Parkway
Syracuse, NY 13214

2960 S. McCall Road
Englewood, FL 34224

5401 West Kennedy Boulevard
Tampa, FL 33609

5220 Pacific Concourse Drive
Los Angeles, CA 90248

175 East Hawthorn Parkway, Suite 405
Vernon Hills, IL 60061

1855 W. Baseline Road
Mesa, AZ 85202

B. State of Formation:

1. State of incorporation or registration (if the Debtor was created by such state filing):

Georgia