

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
SYS-TECH SOLUTIONS, INC.		11/19/2012	CORPORATION: NEW JERSEY

<b>RECEIVING PARTY DATA</b>	
Name:	SILICON VALLEY BANK
Street Address:	5 Radnor Corporate Center
Internal Address:	100 Matsonford Road, Suite 555
City:	Radnor
State/Country:	PENNSYLVANIA
Postal Code:	19087
Entity Type:	CORPORATION: CALIFORNIA

<b>PROPERTY NUMBERS Total: 7</b>		
Property Type	Number	Word Mark
Registration Number:	3551085	SYSTECH ADVISOR
Registration Number:	3551086	SYSTECH GUARDIAN
Registration Number:	3694662	SYSTECH INTERNATIONAL
Registration Number:	3551084	SYSTECH SENTRI
Registration Number:	3547711	SYSTECH TIPS
Registration Number:	3547712	TIPS
Serial Number:	85696737	E-FINGERPRINT

<b>CORRESPONDENCE DATA</b>	
Fax Number:	8004947512
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2023704761
Email:	tfahey@nationalcorp.com

OP \$190.00 3551085

Correspondent Name: Thomas Fahey  
Address Line 1: 1100 G Street NW, Suite 420  
Address Line 2: National Corporate Research, Ltd.  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F142245
NAME OF SUBMITTER:	Laura A. Kenerson
Signature:	/Laura A. Kenerson/
Date:	11/20/2012

Total Attachments: 8  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 19, 2012 by and between **SILICON VALLEY BANK** (“**Bank**”) and **SYS-TECH SOLUTIONS, INC.**, a New Jersey corporation with its chief executive office located at 2540 Route 130, Suite 128, Cranbury, New Jersey 08512 (“**Grantor**”).

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement dated as of June 7, 2011, between Borrower and Bank, as amended by a certain First Loan Modification Agreement, dated as of June 1, 2012 as further amended by a certain Second Loan Modification Agreement, dated as of July 19, 2012 and as further amended by a certain Third Loan Modification Agreement, dated s of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

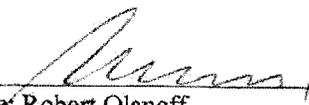
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

Sys-Tech Solutions, Inc.  
2540 Route 130, Suite 128  
Cranbury, NJ 08512  
Attn: Robert Olanoff  
Fax: 609-395-0064  
Email: Robert.olanoff@systech-tips.com

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System Solutions, Inc.\_\_\_\_\_

By:   
Name: Robert Olanoff  
Title: Chief Financial Officer

BANK:

Address of Bank:

Silicon Valley Bank  
5 Radnor Corporate Center  
100 Matsonford Road, Suite 555  
Radnor, PA 19087  
Attn: Richard White  
Fax: (610) 971-2063  
Email: rwhite@svb.com

SILICON VALLEY BANK

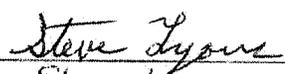
By:   
Name: Steve Lyons  
Title: VP

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

EXHIBIT B

Patents

<u>Patent No./ Country</u>	<u>Title</u>	<u>Filing Date/ Issue Date</u>	<u>Pending/ Issued</u>
BR1120120112384 BRAZIL	SYSTEM AND METHOD FOR THE MANAGEMENT AND DESIGN OF COMPLEX PRODUCTION PROCESSES	NOV 8, 2010	Pending
201080051287 CHINA	SYSTEM AND METHOD FOR THE MANAGEMENT AND DESIGN OF COMPLEX PRODUCTION PROCESSES	NOV 8, 2010	Pending
10812834.9 EPC	SYSTEM AND METHOD FOR THE MANAGEMENT AND DESIGN OF COMPLEX PRODUCTION PROCESSES	NOV 8, 2010	Pending
4047/DELNP/2012 INDIA	SYSTEM AND METHOD FOR THE MANAGEMENT AND DESIGN OF COMPLEX PRODUCTION PROCESSES	NOV 8, 2010	Pending
PCT/US10/055839 PCT	SYSTEM AND METHOD FOR THE MANAGEMENT AND DESIGN OF COMPLEX PRODUCTION PROCESSES	NOV 8, 2010	Pending
12/590,670 8,190,279 US	PRODUCTION LINE MANAGEMENT SYSTEM	NOV 12, 2009 MAY 29, 2012	Issued
61/605,369 US	METHOD FOR EXTRACTING UNIQUE IDENTIFICATION INFORMATION FROM MARKED FEATURES	MAY 1, 2012	Pending
61/676,113 US	METHOD FOR EXTRACTING UNIQUE IDENTIFICATION INFORMATION FROM MARKED FEATURES	JUL 26, 2012	Pending

61/717,711 US	UNIQUE IDENTIFICATION INFORMATION FROM MARKED FEATURES	OCT 24, 2012	Pending
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EXHIBIT C

Trademarks

<u>Ser No./ Reg. No.</u>	<u>Mark</u>	<u>Filing Date/ Issue Date</u>
77/249,938 3,551,085 U.S.	SYSTECH ADVISOR	AUG 8, 2007 DEC 23, 2008
77/249,951 3,551,086 U.S.	SYSTECH GUARDIAN	AUG 8, 2007 DEC 23, 2008
77/426,064 3,694,662 U.S.	SYSTECH INTERNATIONAL	MAR 19, 2008 OCT 13, 2009
77/249,928 3,551,084 U.S.	SYSTECH SENTRI	AUG 8, 2007 DEC 23, 2008
77/249,911 3,547,711 U.S.	SYSTECH TIPS	AUG 8, 2007 DEC 16, 2008
77/249,919 3,547,712 U.S.	TIPS	AUG 8, 2007 DEC 16, 2008
85/696,737 U.S.	E-FINGERPRINT	AUG 7, 2012

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None