

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|---------------------------------------|--------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ACS (US), Inc. | | 11/13/2013 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | PNC Bank | | |
| Street Address: | 500 First Avenue | | |
| City: | Pittsburgh | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 15219 | | |
| Entity Type: | National Association: PENNSYLVANIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3483804 | ACS APPLIED COMPUTER SOLUTIONS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2158325619 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 215-569-5619 | | |
| Email: | pecsenye@blankrome.com | | |
| Correspondent Name: | Timothy D. Pecsénye | | |
| Address Line 1: | One Logan Square | | |
| Address Line 2: | 8th Floor | | |
| Address Line 4: | Philadelphia, PENNSYLVANIA 19103-6998 | | |
| ATTORNEY DOCKET NUMBER: | 074658-13046 | | |
| NAME OF SUBMITTER: | Timothy D. Pecsénye | | |
| Signature: | /Timothy D. Pecsénye/ | | |

Date:

11/18/2013

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 13th day of November, 2013 by ACS (US), INC., a Delaware corporation ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), in its capacity as agent ("Agent") for the Lenders referred to below.

W I T N E S S E T H

WHEREAS, Grantor, is party to that certain Revolving Credit, Term Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among ACS ACQUISITION HOLDINGS INC., a corporation organized under the laws of the State of Delaware (the "Company"), Grantor, NEW PROSYS CORP., a corporation organized under the laws of the State of Delaware ("ProSys"), PROSYS INFORMATION SYSTEMS, INC., a Delaware corporation ("Prosys Info"), SIGMA TECHNOLOGY SOLUTIONS, INC., and a corporation organized under the laws of the State of Delaware ("Sigma"), and together with the Company, Grantor, ProSys, ProSys Info and each Person joined thereto as a borrower from time to time, collectively, the "Borrowers", and each individually, a "Borrower"), the financial institutions which are now or which hereafter become a party thereto (collectively, the "Lenders" and each individually a "Lender") and Agent, pursuant to which Agent and Lenders provided for the extension of credit to be made to the Borrowers; and

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers to Agent and Lenders under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized herein but not otherwise defined herein shall have the same meanings ascribed to them in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement, of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark registration, and trademark application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks"), together with any renewals or divisions thereof, and all of the

goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks listed on Schedule 1 attached hereto constitute all trademarks owned by Grantor, applied for by Grantor, or registered to Grantor as of the date of this Agreement.

4. Covenants. Except as otherwise permitted under the Credit Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interests in the Trademarks without prior written consent of Agent.


5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ACS (US), INC.


By: 

Michael J. Flinn
Vice President and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (ACS)]

Acknowledged and accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

David B. Thayer
Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (ACS)]

SCHEDULE 1

TRADEMARK REGISTRATIONS

| Grantor | Mark | Country | Reg. No. / Reg. Date |
|-------------------|--|-----------------|------------------------------|
| ACS (US), Inc. | "ACS APPLIED COMPUTER SOLUTIONS AND DESIGN" | U.S. Federal | 3,483,804 August 12, 2008 |

POWER OF ATTORNEY

Dated November 13, 2013

ACS (US), INC., a Delaware corporation (“Grantor”), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, “PNC”), as agent for the Lenders (in such capacity, “Agent”) under that certain Revolving Credit, Term Loan and Security Agreement by and among ACS ACQUISITION HOLDINGS INC., a corporation organized under the laws of the State of Delaware (the “Company”), Grantor, NEW PROSYS CORP., a corporation organized under the laws of the State of Delaware (“ProSys”), PROSYS INFORMATION SYSTEMS, INC., a corporation organized under the laws of the State of Delaware (“ProSys Info”), SIGMA TECHNOLOGY SOLUTIONS, INC., and a corporation organized under the laws of the State of Delaware (“Sigma”, and together with the Company, Grantor, ProSys, ProSys Info and each Person joined thereto as a borrower from time to time, collectively, the “Borrowers”, and each individually, a “Borrower”), the financial institutions which are now or which hereafter become a party thereto (collectively, the “Lenders” and each individually a “Lender”), following the occurrence and during the continuance of an Event of Default as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark Security Agreement between Grantor and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Trademark Security Agreement”), including, without limitation, the power to (a) record its interest in any Trademarks (as defined in the Trademark Security Agreement) or additional trademarks in the United States Patent and Trademark Office or other appropriate governmental office, (b) to execute on behalf of Grantor a supplement to the Trademark Security Agreement, (c) to use the Trademarks in connection with exercising its rights and remedies under the Credit Agreement, including without limitation in connection with the sale of Inventory or Collateral, (d) to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or (e) to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else, in each case subject to the terms of the Trademark Security Agreement and Credit Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Credit Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark Security Agreement, the Credit Agreement and the Other Documents.

This Power of Attorney shall be irrevocable until all Obligations have been indefeasibly paid in full, each Lender’s commitment to make Advances under the Credit Agreement has expired or terminated and the Credit Agreement has been terminated.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

ACS (US), INC.

By: Michael J. Flinn
Michael J. Flinn
Vice President and Secretary

[SIGNATURE PAGE TO POWER OF ATTORNEY (ACS)]