

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363950

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Emtec Global Services LLC		11/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
Emtec, Inc.		11/30/2015	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	LBC CREDIT PARTNERS III, L.P.
Street Address:	2929 Arch Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19104
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	86648909	CLEARCARE
Serial Number:	86615367	CLEARCARE
Serial Number:	86559368	RIGHT-MAPPING
Serial Number:	85757648	EMTEC
Serial Number:	76178292	EMTEC
Serial Number:	77167795	EMTEC AGILITY IN IT
Serial Number:	76178290	EMTEC
Serial Number:	85757779	EMTEC BUSINESS & TECHNOLOGY EMPOWERED
Serial Number:	77167953	EMTEC FEDERAL AGILITY IN IT
Serial Number:	77942942	EMTEC FEDERAL TRANSFORMING IT
Serial Number:	77942754	EMTEC TRANSFORMING IT

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: kansley@stradley.com

Correspondent Name: Kareem Ansley

TRADEMARK

Address Line 1: Stradley Ronon
Address Line 2: 100 Park Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 185081-0022

NAME OF SUBMITTER: Kareem Ansley

SIGNATURE: /Kareem Ansley/

DATE SIGNED: 11/30/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") is made as of November 30, 2015, among the Grantors listed on the signature page hereof, and LBC CREDIT PARTNERS III, L.P., in its capacity as agent (together with its successors and assigns in such capacity, "Agent") for the Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among EMTEC GLOBAL SERVICES HOLDINGS, LLC, a Delaware limited liability company ("Intermediate Holdings"), EMTEC, INC., a New Jersey corporation ("Emtec NJ"), EMTEC GLOBAL SERVICES LLC, a Delaware limited liability company ("EGS"), EMTEC CONSULTING SERVICES, LLC, a Delaware limited liability company ("ECS"), AVEEVA, INC., a Delaware corporation ("Aveeva"), EMTEC APPLICATION SERVICES, INC., a Delaware corporation ("EAS"), WAVE6 LLC, a Delaware limited liability company ("Wave"), LUCIDITY CONSULTING GROUP LP, a Texas limited partnership ("Lucidity"), SUMMIT TECHNOLOGY, INC., an Alabama corporation ("Summit"), EMTEC PROCUREMENT SERVICES, LLC, a Delaware limited liability company ("Emtec Procurement"; together with Intermediate Holdings, Emtec NJ, EGS, ECS, Aveeva, EAS, Wave, Lucidity and Summit, each, a "Borrower" and, collectively, "Borrowers"), Agent and the Lenders from time to time party thereto, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Security Agreement") among Borrowers, EMTEC, INC., a Delaware corporation, and Agent, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

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

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in and to all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark registrations, trademark applications, service marks, trade names, all renewals, extensions and continuations of any of the foregoing and all goodwill attributable to the any of the foregoing but excluding any intent-to-use applications (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those Trademarks and Licenses referred to on Schedule I hereto; and

(b) all proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any trademark or any Trademark licensed under any License.

3. Security for Obligations. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantors.

4. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. Authorization to Supplement. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent following the end of the fiscal quarter in which such Grantor so acquires such rights in accordance with the terms of the Security Agreement with respect to any such new Trademarks or Licenses for Trademarks. Without limiting each Grantor's obligations under this Section 5, each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Agreement or any Financing Documents in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. Construction. Unless the context of this Agreement or any Financing Documents clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement or any Financing Documents refer to this Agreement or such Financing Documents, as the case may be, as a whole and not to any particular provision of this Agreement or such Financing Documents, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement or in any Financing Documents to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Financing Documents to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by , and construed in accordance with,

the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

EMTEC GLOBAL SERVICES LLC

By: 

Name: Gregory P. Chandler

Title: Chief Financial Officer

EMTEC, INC.

By: 

Name: Gregory P. Chandler

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

LBC CREDIT PARTNERS III, L.P.

By: 

Name: David E. Fraimow

Title: Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademarks

Grantor	Description of Trademark	Identifying Number	Filing Date	Registration Date
Emtec Global Services, LLC	ClearCARE (image)	86/648,909	June 2, 2015	Awaiting Registration
Emtec Global Services, LLC	ClearCARE (plain text)	86/615,367	April 30, 2015	October 20, 2015
Emtec Global Services, LLC	Right-Mapping	86/559,368	March 10, 2015	October 13, 2015
Emtec, Inc. (NJ)	Emtec & Star Design	85/757,648	October 18, 2012	August 27, 2013
Emtec, Inc. (NJ)	EMTEC	76/178,292	December 11, 2000	June 18, 2002
Emtec, Inc. (NJ)	Emtec Agility in IT and Design	77/167,795	April 27, 2007	June 24, 2008
Emtec, Inc. (NJ)	Emtec and Design	76/178,290	December 11, 2000	October 15, 2002
Emtec, Inc. (NJ)	Emtec Business & Technology Empowered and Design (COLOR)	85/757,779	October 18, 2012	September 3, 2013
Emtec, Inc. (NJ)	Emtec Federal Agility in IT and Design	77/167,953	April 27, 2007	July 1, 2008
Emtec, Inc. (NJ)	Emtec Federal Transforming IT and Design	77/942,942	February 23, 2010	June 28, 2011
Emtec, Inc. (NJ)	Emtec Transforming IT and Design	77/942,754	February 23, 2010	June 28, 2011

Licenses

None.