

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM555025

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Emtec Application Services, Inc.		12/26/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LBC Credit Partners III, L.P.		
<b>Street Address:</b>	555 East Lancaster Avenue, Suite 450		
<b>City:</b>	Radnor		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19087		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88018960	SHAREINTEGRATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Phone:</b>	3122014000		
<b>Email:</b>	kristina.bunker@goldbergkohn.com		
<b>Correspondent Name:</b>	Goldberg Kohn Ltd.		
<b>Address Line 1:</b>	55 East Monroe Street, Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Kristina Bunker		
<b>SIGNATURE:</b>	/kb/		
<b>DATE SIGNED:</b>	12/27/2019		
<b>Total Attachments: 6</b>			
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") is made as of December 26, 2019, by and between EMTEC APPLICATION SERVICES, INC., a Delaware corporation ("Grantor"), 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.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 30, 2015 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Grantor, 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"), 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 (together with Grantor, Intermediate Holdings, Emtec NJ, EGS, ECS, Aveeva, 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, Grantor is 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, 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. Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in and to all of 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 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 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 Grantor 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 Grantor.

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. 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 Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent following the end of the fiscal quarter in which 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 Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of 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.

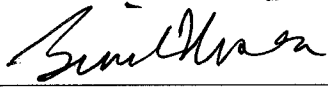
8. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by , and construed in accordance with, the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

**GRANTOR:**

**EMTEC APPLICATION SERVICES, INC.**

By: 

Name: Sunil Misra

Title: President

**ACCEPTED AND ACKNOWLEDGED BY:**

**LBC CREDIT PARTNERS III, L.P., as Agent**


By: LBC Credit Funding III, L.P.

Its: General Partner

By: LBC Credit Funding III GP, LLC

Its: General Partner

By:

A handwritten signature in black ink, appearing to read "David E. Fraimow", written over a horizontal line.

Name: David E. Fraimow

Title: Vice President

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**Trademarks**

<b>Grantor</b>	<b>Description of Trademark</b>	<b>Serial Number</b>
Emtec Application Services, Inc.	ShareIntegrate	88018960

**Licenses**

None.