

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM337059

<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, Inc.		04/02/2015	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MB Financial Bank, N.A.		
<b>Street Address:</b>	9550 W. Higgins Road		
<b>City:</b>	Rosemont		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60018		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4395108	EMTEC BUSINESS & TECHNOLOGY EMPOWERED	
<b>Registration Number:</b>	4391037	EMTEC	
<b>Registration Number:</b>	3986655	EMTEC FEDERAL TRANSFORMING IT	
<b>Registration Number:</b>	3986654	EMTEC TRANSFORMING IT	
<b>Registration Number:</b>	3456551	EMTEC FEDERAL AGILITY IN IT	
<b>Registration Number:</b>	3452257	EMTEC AGILITY IN IT	
<b>Registration Number:</b>	2581456	EMTEC	
<b>Registration Number:</b>	2634248	EMTEC	
<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>	3128637141		
<b>Email:</b>	kristen.thomas@goldbergkohn.com		
<b>Correspondent Name:</b>	Kristen Thomas, Project Assistant		
<b>Address Line 1:</b>	c/o Goldberg Kohn Ltd. 55 E Monroe St.		
<b>Address Line 2:</b>	Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	4698.028		

OP \$215.00 4395108

<b>NAME OF SUBMITTER:</b>	Kristen Thomas
<b>SIGNATURE:</b>	/kristenthomas/
<b>DATE SIGNED:</b>	04/02/2015
<b>Total Attachments: 4</b> source=31 MB Emtec - Executed Trademarks Grant#page1.tif source=31 MB Emtec - Executed Trademarks Grant#page2.tif source=31 MB Emtec - Executed Trademarks Grant#page3.tif source=31 MB Emtec - Executed Trademarks Grant#page4.tif	

## GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, EMTEC, INC., a New Jersey corporation ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith set forth on Schedule A attached hereto; and

WHEREAS, MB Financial Bank, N.A. (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of April 2, 2015, between the Grantor, the Grantee and the other parties from time to time party thereto (as amended from time to time, the "**Credit Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iii) all of the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

*[signature page to follow]*

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

**GRANTOR:**

EMTEC, INC.


By:  \_\_\_\_\_

Name: Gregory P. Chandler

Title: CFO

**GRANTEE:**

**MB FINANCIAL BANK, N.A.**

By:   
Name: Raphael Shin  
Title: Senior Vice President

**SCHEDULE A - TRADEMARKS**

<b>Country</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Owner</b>
United States	Emtec Business & Technology Empowered	4395108	9/3/13	Emtec, Inc.
United States	Emtec	4391037	8/27/13	Emtec, Inc.
United States	Emtec Federal Transforming IT	3986655	6/28/11	Emtec, Inc.
United States	Emtec Transforming IT	3986654	6/28/11	Emtec, Inc.
United States	Emtec Federal Agility in IT	3456551	7/1/08	Emtec, Inc.
United States	Emtec Agility in IT	3452257	6/24/08	Emtec, Inc.
United States	Emtec	2581456	6/18/02	Emtec, Inc.
United States	Emtec	2634248	10/15/02	Emtec, Inc.