
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D)
OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported): June 15, 2015

MASTECH HOLDINGS, INC.
(Exact Name of Registrant as Specified in Its Charter)

Pennsylvania
(State or Other Jurisdiction of Incorporation)

001-34099
(Commission File Number)

26-2753540
(IRS Employer Identification No.)

1305 Cherrington Parkway, Suite 400, Moon Township, PA
(Address of Principal Executive Offices)

15108
(Zip Code)

(412) 787-2100
(Registrant's Telephone Number, Including Area Code)

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

On June 15, 2015, Mastech Holdings, Inc. (“Mastech”) and its wholly-owned subsidiaries, Mastech, Inc. (the “Company”), Mastech Alliance, Inc. (“MAI”), Mastech Trademark Systems, Inc. (“MTSI”) and Mastech Resourcing, Inc. (“MRI”) (Mastech, the Company, MAI, MTSI and MRI are each a “Borrower” and collectively, the “Borrowers”), entered into a First Amendment to Second Amended and Restated Loan Agreement (the “Amendment”) with PNC Bank, National Association (the “Bank”). The Amendment amended the terms of the Second Amended and Restated Loan Agreement, dated July 11, 2014, by and among Mastech, the Company, MAI, MTSI and the Bank (the “Loan Agreement”). The amended terms set forth in the Amendment (i) reduce the maximum principal amount available to the Borrowers under the Borrowers’ existing credit facility for revolving credit loans and letters of credit from \$20 million to \$17 million (the “Revolving Credit Facility”), (ii) provide a term loan to the Borrowers in the principal amount of \$9 million (the “Term Loan” and together with the Revolving Credit Facility, the “Credit Facility”), (iii) add MRI as a Borrower under the Loan Agreement, (iv) permit and facilitate the Company’s acquisition of substantially all of the assets comprising Hudson Global Resources Management, Inc.’s (“Seller”) Hudson Information Technology staffing business (the “Purchased Assets”) and (v) amend the financial covenant of the Borrowers under the Loan Agreement relating to the Borrowers’ fixed charge ratio (as defined under the Loan Agreement) and eliminate a financial covenant of the Borrowers under the Loan Agreement relating to the Borrowers’ senior leverage ratio (as defined under the Loan Agreement).

Amounts borrowed under the Revolving Credit Facility may be used, among other things, (i) for working capital and general corporate purposes, (ii) for the issuance of standby letters of credit, (iii) for the Company’s acquisition of the Purchased Assets from Seller and (iv) to facilitate other acquisitions and stock repurchases. Amounts borrowed under the Term Loan are limited to use for the Company’s acquisition of the Purchased Assets from Seller. The Term Loan is payable in 60 consecutive monthly installments each in the amount of \$150,000, commencing on July 1, 2015 and on the first day of each calendar month thereafter followed by a final payment of all outstanding principal and interest due on June 15, 2020. Borrowings under the Revolving Credit Facility and the Term Loan will, at the Borrowers’ election, bear interest at either (a) the base rate or (b) an adjusted LIBOR rate plus an applicable margin determined based upon Borrowers’ leverage ratio. The Borrowers were required to pay a commitment fee of \$60,000 upon entering into the Amendment. In addition, the Borrowers are required to pay a facility fee on an amount equal to the unused portion of the Revolving Credit Facility from June 15, 2015 to June 15, 2018 (the “Facility Fee Amount”), which is payable monthly in arrears beginning on July 1, 2015 and continuing on the first day of each calendar month until June 15, 2018 (the “Facility Fee”). The Facility Fee will be equal to the amount by which the Facility Fee Amount exceeds the average daily closing principal balance of the revolving credit loans on each such day during the preceding calendar month, multiplied by 0.20%, multiplied by a fraction, the numerator of which is the actual number of days in such month and the denominator of which is 360.

The Loan Agreement, as amended by the Amendment, contains standard financial covenants, including but not limited to, covenants related to the Borrowers' leverage ratio (as defined under the Loan Agreement) and fixed charge ratio (as defined under the Loan Agreement), and limitations on liens, indebtedness, guarantees and contingent liabilities, loans and investments, distributions, leases, asset sales, stock repurchases and mergers and acquisitions.

In connection with the Amendment, on June 15, 2015, Mastech entered into a Second Amended and Restated Stock Pledge Agreement in favor of the Bank (the "Second Amended and Restated Stock Pledge Agreement"). The Second Amended and Restated Stock Pledge Agreement amends and restates the First Amended and Restated Stock Agreement, dated August 31, 2011, by Mastech in favor of the Bank. Pursuant to the Second Amended and Restated Stock Pledge Agreement, Mastech pledged all of its capital stock in the Company, MAI, MTSI and MRI to the Bank as collateral.

The foregoing description of the Amendment and the Second Amended and Restated Stock Pledge Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Amendment and the Second Amended and Restated Stock Pledge Agreement filed herewith as Exhibits 10.1 and 10.2, respectively, and is incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On June 15, 2015, the Company, a wholly-owned subsidiary of Mastech, completed its previously announced acquisition of the Purchased Assets from Seller. The acquisition was completed pursuant to the Asset Purchase Agreement (the "Purchase Agreement"), dated May 8, 2015, by and among Hudson Global, Inc., Seller and the Company. The Company acquired the Purchased Assets from Seller for \$16,976,863 in cash and assumed certain liabilities of Seller. The cash purchase price was paid with a combination of cash balances on hand and borrowings under the Credit Facility. The Purchased Assets exclude cash on hand, accounts receivables, and certain other assets of Seller.

The foregoing description of the Purchase Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Purchase Agreement filed herewith as Exhibit 2.1 and is incorporated by reference herein.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information required by Item 2.03 is contained in Item 1.01 above and is incorporated herein by reference.

Item 8.01 Other Events.

On June 16, 2015, Mastech issued a press release (the "Press Release") announcing the completion of the acquisition of the Purchased Assets. A copy of the Press Release is being filed as Exhibit 99.1 hereto, and the statements contained therein are incorporated by reference herein.

The information in this Item 8.01, including the information in Exhibit 99.1 hereto, is being furnished and shall not be deemed “filed” for any purpose, including for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section. The information in this Item 8.01 shall not be incorporated by reference into any registration statement or any other filing under the Securities Act of 1933, as amended, or the Exchange Act, whether made before or after the date hereof and regardless of any general incorporation language in such filing, except to the extent set forth by specific reference in such a filing.

Item 9.01 Financial Statements and Exhibits.

(a) Financial Statements of Businesses Acquired.

The financial statements required by Item 9.01(a) of Form 8-K will be filed by amendment to this Current Report on Form 8-K not later than 71 calendar days after the date this Current Report on Form 8-K is required to be filed.

(b) Pro Forma Financial Information.

The pro forma financial statements required by Item 9.01(b) of Form 8-K will be filed by amendment to this Current Report on Form 8-K not later than 71 calendar days after the date this Current Report on Form 8-K is required to be filed.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	First Amendment to Second Amended and Restated Loan Agreement, dated June 15, 2015, by and among Mastech Holdings, Inc., Mastech, Inc., Mastech Alliance, Inc., Mastech Trademark Systems, Inc., Mastech Resourcing, Inc. and PNC Bank, National Association
10.2	Second Amended and Restated Stock Pledge Agreement, dated June 15, 2015, made by Mastech Holdings, Inc. in favor of PNC Bank, National Association
2.1	Asset Purchase Agreement, dated as of May 8, 2015, by and among Hudson Global, Inc., Hudson Global Resources Management, Inc. and Mastech, Inc. (incorporated by reference from Mastech Holdings, Inc.’s Current Report on Form 8-K dated May 11, 2015)*
99.1	Press Release of Mastech Holdings, Inc., dated June 16, 2015

* Pursuant to Item 601(b)(2) of Regulation S-K, certain schedules and exhibits to this Asset Purchase Agreement have not been filed. Mastech Holdings, Inc. hereby agrees to furnish supplementally a copy of any omitted schedule or exhibit to the U.S. Securities and Exchange Commission upon request.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MASTECH HOLDINGS, INC.

By: /s/ John J. Cronin

Name: John J. Cronin

Title: Chief Financial Officer

June 17, 2015

EXHIBIT INDEX

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FIRST AMENDMENT TO SECOND AMENDED AND RESTATED LOAN AGREEMENT

First Amendment to Second Amended and Restated Loan Agreement, dated June 15, 2015, by and among Mastech Holdings, Inc., a Pennsylvania corporation ("MHI"), Mastech, Inc., a Pennsylvania corporation ("MI"), Mastech Alliance, Inc., a Pennsylvania corporation ("MAI"), Mastech Trademark Systems, Inc., a Delaware corporation ("MTSI"), Mastech Resourcing, Inc., a Pennsylvania corporation ("MRI") (MHI, MI, MAI, MTSI and MRI are each, a "Borrower" and collectively, the "Borrowers"), and PNC Bank, National Association (the "Bank") (the "First Amendment").

W I T N E S S E T H:

WHEREAS, the Borrowers (other than MRI) and the Bank entered into that certain Second Amended and Restated Loan Agreement, dated July 11, 2014 (as amended, restated, supplemented or modified, the "Loan Agreement"); and

WHEREAS, the Borrowers desire to amend certain provisions of the Loan Agreement and the Bank desires to permit such amendments pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. All capitalized terms used herein which are defined in the Loan Agreement shall have the same meaning herein as in the Loan Agreement unless the context clearly indicates otherwise.

2. The Preamble of the Loan Agreement is hereby deleted in its entirety and in its stead is inserted the following:

This Second Amended and Restated Loan Agreement (as may be further amended, restated, modified or supplemented from time to time, "Agreement"), dated July 11, 2014, by and among Mastech Holdings, Inc., a Pennsylvania corporation ("MHI"), Mastech, Inc., a Pennsylvania corporation ("MI"), Mastech Alliance, Inc., a Pennsylvania corporation ("MAI"), Mastech Trademark Systems, Inc., a Delaware corporation ("MTSI"), Mastech Resourcing, Inc., a Pennsylvania corporation ("MRI") (MHI, MI, MAI, MTSI and MRI are each, a "Borrower" and collectively, the "Borrowers"), and PNC Bank, National Association (the "Bank").

3. The second (2nd) WHEREAS clause of the Loan Agreement is hereby deleted in its entirety and in its stead is inserted the following:

WHEREAS, the Borrowers have requested that the Bank (a) amend and restate the Existing Agreement to provide a revolving credit facility to the Borrowers in an aggregate principal amount of up to Seventeen Million and 00/100 Dollars (\$17,000,000.00), subject to mandatory reductions as set forth in Section 2.02(a)(iii) hereof, the proceeds of which will be used, among other things, (i) for working capital and general corporate purposes, (ii) for the issuance of standby letters of credit, and (iii) to facilitate the Hudson Acquisition (as hereinafter defined), other Acquisitions (as hereinafter defined and to the extent permitted by Section 6.12) and Stock Repurchases (as hereinafter defined); and (b) provide a term loan to the Borrowers in the principal amount of Nine Million and 00/100 Dollars (\$9,000,000.00) the proceeds of which will be used, among other things, to facilitate the Hudson Acquisition (as hereinafter defined).

4. Section 1.01 of the Loan Agreement is hereby amended by deleting the following definitions in their entirety:

“Acquisition Revolving Credit Advance”

“Applicable Converted Term Loan Base Rate Margin”

“Applicable Converted Term Loan Libor Rate Margin”

“Conversion Date”

“Converted Term Loan” or “Converted Term Loans”

“Converted Term Loan Acquisitions”

“Converted Term Loan Expiry Date”

“Converted Term Loan Sublimit”

“Converted Term Note” or “Converted Term Notes”

“Excess Term Loan Amount”

“Senior Indebtedness”

“Senior Leverage Ratio”

“Stock Repurchase Sublimit”

5. Section 1.01 of the Loan Agreement is hereby amended by inserting the following new definitions in their proper alphabetical order:

“Applicable Term Loan Base Rate Margin” shall have the meaning set forth in Section 2.03(a)(ii) hereof.

“Applicable Term Loan Libor Rate Margin” shall have the meaning set forth in Section 2.03(a)(ii) hereof.

“First Amendment Closing Date” shall mean June 15, 2015.

“Hudson Acquisition” shall mean the acquisition by MI of certain assets of Hudson Global, Inc, and Hudson Global Resources Management, Inc., pursuant to and consistent with the Hudson Acquisition Documents.

“Hudson Acquisition Documents” shall mean the Hudson Purchase Agreement and all other documents, agreements and instruments executed in connection with the Hudson Purchase Agreement, as any of them may be amended, modified or supplemented from time to time in accordance with the terms of this Agreement.

“Hudson Purchase Agreement” shall mean the Asset Purchase Agreement, dated May 8, 2015, by and among MI, as the buyer, and Hudson Global, Inc, and Hudson Global Resources Management, Inc., as the seller.

“MRI” shall have the meaning specified in the Preamble hereof.

“Term Loan” shall have the meaning set forth in Section 2.02(a).

“Term Loan Expiry Date” shall mean, with respect to the Term Loan, June 15, 2020.

“Term Note” shall have the meaning set forth in Section 2.02(c).

6. Section 1.01 of the Loan Agreement is hereby amended by deleting the following definitions in their entirety and in their stead inserting the following:

“Acquisition” shall mean the Hudson Acquisition and any other transaction or series of related transactions for the purpose of or resulting, directly or indirectly, in (a) the acquisition of all or substantially all of the assets of any Person, or any business or division of any Person, (b) the acquisition of in excess of fifty percent (50%) of the capital stock (or other equity interest) of any Person or (c) the acquisition of another Person by a merger or consolidation or any other combination with such Person.

“Applicable Base Rate Margin” shall mean, as applicable, (i) the Applicable Revolving Credit Loan Base Rate Margin or (ii) the Applicable Term Loan Base Rate Margin.

“Applicable Libor Rate Margin” shall mean, as applicable, (i) the Applicable Revolving Credit Loan Libor Rate Margin or (ii) the Applicable Term Loan Libor Rate Margin.

“Borrower” or “Borrowers” shall mean, singularly or collectively, as the context may require, MHI, MI, MAI, MTSI and MRI.

“Earn-Out Payments” shall mean any payments made by any Loan Party in respect of any earn-out payment with respect to any Acquisition.

“EBITDA” shall mean for any period of determination the sum of (i) net income (or loss) (excluding extraordinary gains or losses including, without limitation, those items created by mandated changes in accounting treatment), plus (ii) Interest Expense, plus (iii) all charges against or minus credits to income for federal, state and local income tax expenses, plus (iv) non-cash share issuance and share option related compensation expense items (SFAS 123, 148 and APB 25 and each of their respective successors), plus (v) depreciation, plus (vi) amortization, plus (vii) non-cash stock based compensation, plus (viii) (x) costs related to severance payments and (y) transaction expenses incurred in connection with the Hudson Acquisition, in each case incurred in calendar year 2015 and in a collective aggregate amount for clauses (x) and (y) not to exceed One Million and 00/100 Dollars (\$1,000,000.00), plus or minus (as applicable) (ix) any non-cash charges related to Acquisitions, including goodwill impairment or other expenses or credits in connection with the consummation of Acquisitions or adjustments to the contingent purchase price component of an Acquisition, in each case of MHI and its Subsidiaries determined and Consolidated in accordance with GAAP; provided, however, that for purposes of this definition, with respect to the Hudson Acquisition and any Acquisition made pursuant to Subsection (b) of Section 6.12, EBITDA shall be calculated on a proforma basis in accordance with GAAP, utilizing the historical financial results of the Person(s) that are the subject of such Acquisition (as if such Acquisition had been consummated on the first (1st) day of such period) and without giving effect to any synergies associated with such Acquisition.

“Expiration Date” shall mean, with respect to the Revolving Credit Facility Commitment, June 15, 2018.

“Fixed Charges” shall mean for any period of determination, the sum of (a) cash interest expense, plus (b) scheduled principal installments (excluding prepayments of Revolving Credit Loans) on Total Indebtedness (as adjusted for prepayments), plus (c) cash income tax expense, plus (d) unfunded Capital Expenditures and payments under Capitalized Leases, plus (e) (i) for the period of determination ending March 31, 2015, Stock Repurchases for the Fiscal Quarter then ending, (ii) for the period of determination ending June 30, 2015, Stock Repurchases for the two (2) consecutive Fiscal Quarters then ending, (iii) for the period of determination ending September 30, 2015, Stock Repurchases for the three (3) consecutive Fiscal Quarters then ending, and (iv) for the period of

determination ending December 31, 2015, and for each period of determination thereafter, Stock Repurchases for the four (4) consecutive Fiscal Quarters then ending, in each case of MHI and its Subsidiaries determined and Consolidated in accordance with GAAP.

“Loan” or “Loans” shall mean, singularly or collectively, as the context may require, the Revolving Credit Loans, the Term Loan and/or any other credit extended to the Borrowers by the Bank under this Agreement.

“Note” or “Notes” shall mean singularly or collectively as the context may require, the Revolving Credit Note, the Term Note and any other note or notes of the Borrowers executed and delivered pursuant to this Agreement, together with all extensions, renewals, refinancings or refundings in whole or in part, as may be (further) amended, restated, modified or supplemented from time to time.

“Stock Pledge Agreement” or “Stock Pledge Agreements” shall mean, singularly or collectively, as the context may require, (i) that certain Second Amended and Restated Stock Pledge Agreement, dated the First Amendment Closing Date, made by MHI for the benefit of the Bank with respect to all of the issued and outstanding capital stock of, among others, MI, MAI, MTSI and MRI, (ii) that certain First Amended and Restated Stock Pledge Agreement, dated August 31, 2011, made by MI for the benefit of the Bank with respect to sixty-five percent (65%) of the outstanding equity interests of MSSPL and (iii) any other Stock Pledge Agreement executed and delivered to the Bank on or after the date hereof in connection with this Agreement which shall be substantially in the form of Exhibit 1.01(S)(2), attached hereto and made a part hereof, as each may be (further) amended, restated, modified or supplemented from time to time.

7. The definition of “Debt” set forth in Section 1.1 of the Loan Agreement is hereby amended to delete clause (B) set forth therein in its entirety and in its stead insert a reference to the following:

(B) all other obligations for the repayment of borrowed money, whether of principal, interest, fees, expenses or otherwise, of the Borrowers to the Bank, including without limitation any Swap Obligations, whether now existing or hereafter incurred, whether under letters or advices of credit, lines of credit, other financing arrangements or otherwise (including, but not limited to, any obligations arising as a result of any overdrafts), whether or not related to this Agreement or to the Notes, whether or not contemplated by the Bank or the Borrowers at the date hereof and whether direct, indirect, matured or contingent, joint or several, or otherwise, together with any and all extensions, renewals, refinancings or refundings thereof in whole or in part;

8. The definition of "LIBOR Rate" set forth in Section 1.1 of the Loan Agreement is hereby amended to add the following new paragraph at the end of such definition:

Notwithstanding anything to the contrary contained in this definition, if the LIBOR Rate determined as provided above would be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

9. The definition of "Interest Period" set forth in Section 1.1 of the Loan Agreement is hereby amended to (a) delete each reference to "Converted Term Notes" contained in clause (ii) of such definition in its entirety and in its stead insert a reference to "Term Note" and (b) delete the reference to "the Converted Term Loan Expiry Date, as applicable, for Converted Term Loans" contained therein in its entirety and in its stead insert a reference to "the Term Loan Expiry Date for the Term Loan".

10. Section 2.01(a) of the Loan Agreement is hereby amended by (a) deleting the reference to "Twenty Million and 00/100 Dollars (\$20,000,000.00)" contained therein in its entirety and in its stead inserting a reference to "Seventeen Million and 00/100 Dollars (\$17,000,000.00)" and (b) deleting the following proviso contained therein at the end of the first (1st) sentence thereof in its entirety: "; provided, however, that the Borrower may only borrow one (1) Acquisition Revolving Credit Advance in connection with each Term Loan Acquisition".

11. Section 2.01(d) is hereby amended to delete the following sentence contained therein in its entirety: "The Borrowers shall specify whether such Revolving Credit Loan is to be an Acquisition Revolving Credit Advance."

12. Section 2.01(f) of the Loan Agreement is hereby deleted in its entirety and in its stead is inserted the following:

(f) Revolving Credit Loans Available to Fund Stock Repurchases and Acquisitions. Subject to the terms and conditions of this Agreement, from time to time, the Bank may make Revolving Credit Loans for Acquisitions and for Stock Repurchases; provided, that such Acquisitions and Stock Repurchases shall be made only in accordance with the terms and conditions of Section 6.12 hereof.

13. Section 2.02 of the Loan Agreement is hereby deleted in its entirety and in its stead is inserted the following:

2.02 Term Loan.

(a) Term Loan. Subject to the terms and conditions hereof (including, without limitation, Section 3.16 and Section 6.12(c)) and relying upon the representations and warranties set forth in this Agreement, the Bank agrees to make a term loan to the Borrowers in the principal amount of Nine Million and 00/100 Dollars (\$9,000,000.00) (the "Term Loan"). The Term Loan shall be advanced on the First

Amendment Closing Date and shall be, with respect to principal, payable in sixty (60) consecutive monthly installments each in the amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00), which installments are due and payable by the Borrowers commencing on July 1, 2015 and on the first day of each calendar month thereafter followed by a final payment of all unpaid principal and accrued and unpaid interest on the Term Loan Expiry Date, subject to acceleration upon the occurrence of an Event of Default under this Agreement or termination of this Agreement. The Term Loan may consist of Base Rate Loans or Libor Rate Loans, or a combination thereof, as the Borrowers may request pursuant to Section 2.02(d), and in the event that Borrowers desire to extend any portion of the Term Loan as a Libor Rate Loan or to convert any portion of the Term Loan from a Base Rate Loan to a Libor Rate Loan, the Borrowers shall comply with the notification requirements set forth in Section 2.02(d).

(b) Nature of the Term Loan. Upon repayment of any amount of principal on the Term Loan by the Borrowers, the Borrowers may not reborrow hereunder.

(c) Term Note. The obligation of the Borrowers to repay the unpaid principal amount of the Term Loan made to the Borrowers by the Bank and to pay interest on the unpaid principal amount thereof shall be evidenced by the Term Note of the Borrowers, dated the First Amendment Closing Date, in substantially the form attached as Exhibit 2.02(c) to this Agreement, with the blanks appropriately filled (the "Term Note"). The executed Term Note shall be delivered by the Borrowers to the Bank on the First Amendment Closing Date.

(d) Making, Renewing or Converting the Term Loan. Subject to the terms and conditions set forth in this Agreement and the other Loan Documents, the Borrowers may, pursuant to this Section 2.02(d), (i) convert a Base Rate Loan into a Libor Rate Loan, (ii) convert a Libor Rate Loan into a Base Rate Loan, or (iii) renew a Libor Rate Loan as a Libor Rate Loan for additional Interest Periods.

(i) Each portion of the Term Loan that is converted (from a Libor Rate Loan) into a Base Rate Loan shall be converted on such Business Day and in such amount as an Authorized Representative of the Borrowers shall request by written notice received by the Bank no later than 10:00 a.m. (Pittsburgh, Pennsylvania time) on the Business Day of requested conversion into the requested Base Rate Loan. Unless an Authorized Representative of the Borrowers shall provide the Bank with the required written notice to convert a Base Rate Loan into a Libor Rate Loan on the third (3rd) Business Day prior to the date of requested conversion, such Base Rate Loan shall automatically continue as a Base Rate Loan. Each written notice of any Base Rate Loan shall be irrevocable and binding on the Borrowers, and the Borrowers shall indemnify the Bank against any loss or expense incurred by the Bank as a result of any failure by the Borrowers to consummate such transaction.

(ii) Each portion of the Term Loan that is continued as or converted (from a Base Rate Loan) into a Libor Rate Loan shall be continued or converted on such Business Day, in such amount (greater than or equal to One Million

and 00/100 Dollars (\$1,000,000.00); provided, however, that any amount in excess of One Million and 00/100 Dollars (\$1,000,000.00) may only be in increments of One Hundred Thousand and 00/100 Dollars (\$100,000.00) and with such an Interest Period as an Authorized Representative of the Borrowers shall request by written notice received by the Bank no later than 10:00 a.m. (Pittsburgh, Pennsylvania time) on the third (3rd) Business Day prior to the requested date of continuation of or conversion into the requested Libor Rate Loan; provided, however, that no portion of the Term Loan shall be continued or converted into a Libor Loan for a different Interest Period if such portion of the Term Loan relates to any Hedge Liabilities. In the event that an Authorized Representative of the Borrowers fails to provide the Bank with the required written notice on the third (3rd) Business Day prior to the expiration of the applicable Interest Period for a Libor Rate Loan, the Borrowers shall be deemed to have given written notice that such Loan shall be converted to a Base Rate Loan on the last day of the applicable Interest Period. Notwithstanding anything contained herein to the contrary, there shall not be more than three (3) different tranches or portions of the Term Loan outstanding at any time. Each written notice of any Libor Rate Loan shall be irrevocable and binding on the Borrowers and the Borrowers shall indemnify the Bank against any loss or expense incurred by the Bank as a result of any failure by the Borrowers to consummate such transaction calculated as set forth in Section 2.12(c) hereof.

(e) [Reserved].

(f) [Reserved].

(g) Optional Prepayments of the Term Loan. Subject to the provisions of this Section 2.02(g), the Borrowers shall have the right, at their option, to prepay the Term Loan in whole or in part (in amounts not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00)) at any time; provided, however, that any portion of the Term Loan which is a Libor Rate Loan may only be prepaid without incurring liability for the payment of amounts due under Section 2.12(c) hereunder at the end of the Interest Period for such Libor Rate Loan. All prepayments of any portion of the Term Loan shall be applied to the unpaid installments of principal in the reverse order of their scheduled maturities. All Term Loan prepayments permitted pursuant to this Section 2.02(g) shall be applied to the unpaid installments of principal of the Term Loan in the inverse order of scheduled maturities. In the event that any portion of the Term Loan which is being prepaid is a Libor Rate Loan, the Borrowers shall give the Bank written notice from an Authorized Representative (which shall be irrevocable) of each prepayment not later than 10:00 a.m. (Pittsburgh, Pennsylvania time) on the third (3rd) Business Day immediately preceding the date of prepayment, specifying the aggregate amount of principal to be prepaid and the prepayment date. In the event that any portion of the Term Loan which is being prepaid is a Base Rate Loan, the Borrowers shall give the Bank written notice from an Authorized Representative (which shall be irrevocable) of each prepayment not later than 10:00 a.m. (Pittsburgh, Pennsylvania time) on the Business Day immediately preceding the date of prepayment, specifying the aggregate amount of principal to be prepaid and the prepayment date. Following receipt of any notice as specified in this Section 2.02(g), the principal amount specified therein,

together with accrued unpaid interest thereon to the date of such prepayment, shall be due and payable on such prepayment date without notice, presentment or demand. The amounts specified in such notice shall be due and payable by the Borrowers to the Bank upon delivery of such notice.

14. Section 2.03(a) of the Loan Agreement is hereby deleted in its entirety and in its stead is inserted the following:

(a) Interest on Loans.

(i) Subject to the terms and conditions of this Agreement, on the First Amendment Closing Date through the day immediately preceding the first Pricing Effective Date thereafter, (A) Base Rate Loans shall bear interest for each day at a rate per annum equal to the Base Rate plus the Applicable Revolving Credit Loan Base Rate Margin or the Term Loan Base Rate Margin, as applicable, corresponding to Level II as set forth below and (B) Libor Rate Loans shall bear interest for each day during each applicable Interest Period at a rate per annum equal to the Libor Rate plus the Applicable Revolving Credit Loan Libor Rate Margin or the Term Loan Libor Rate Margin, as applicable, corresponding to Level II as set forth below.

(ii) Subject to the terms and conditions of this Agreement, during each Fiscal Quarter of the Borrowers, in accordance with Section 5.01(b) hereof, the Borrowers shall submit to the Bank quarterly financial statements (the Fiscal Quarter in which such financial statements are required to be received by the Bank is the "Reporting Quarter") as of the last day of the Fiscal Quarter immediately preceding such Reporting Quarter (with respect to any Reporting Quarter, the Fiscal Quarter immediately preceding such Reporting Quarter is the "Measurement Quarter"). Upon receipt of such quarterly financial statements by the Bank in accordance with Section 5.01(b), and the accompanying compliance certificate in accordance with Section 5.01(c), as of June 30, 2015 and as of the last day of each Measurement Quarter thereafter, MHI and its Subsidiaries' Leverage Ratio shall be calculated for the period equal to the four (4) consecutive Fiscal Quarters then ended and from the first (1st) day of the first (1st) full calendar month following the Bank's receipt of such quarterly financial statements described above (the "Pricing Effective Date") until the next Pricing Effective Date, (x) Libor Rate Loans (i) with respect to Revolving Credit Loans shall bear interest during each applicable Interest Period at a rate per annum equal to the Libor Rate plus the Applicable Revolving Credit Loan Libor Rate Margin determined by reference to MHI and its Subsidiaries' Leverage Ratio (the "Applicable Revolving Credit Loan Libor Rate Margin") set forth below, and (ii) with respect to the Term Loan shall bear interest during each applicable Interest Period at a rate per annum equal to the Libor Rate plus the applicable Term Loan Libor Rate Margin determined by reference to MHI and its Subsidiaries' Leverage Ratio (the "Applicable Term Loan Libor Rate Margin") set forth below, (y) Base Rate Loans (i) with respect to Revolving Credit Loans shall bear interest for each day at a rate per annum equal to the Base Rate plus the

applicable Revolving Credit Loan Base Rate Margin determined by reference to MHI and its Subsidiaries' Leverage Ratio (the "Applicable Revolving Credit Loan Base Rate Margin") set forth below and (ii) with respect to the Term Loan shall bear interest for each day at a rate per annum equal to the Base Rate *plus* the applicable Term Loan Base Rate Margin determined by reference to MHI and its Subsidiaries' Leverage Ratio (the "Applicable Term Loan Base Rate Margin") set forth below and (z) the Applicable L/C Fee Percentage shall be determined by reference to MHI and its Subsidiaries' Leverage Ratio:

<u>Level</u>	<u>Leverage Ratio</u>	<u>Applicable Revolving Credit Loan Libor Rate Margin</u>	<u>Applicable Term Loan Libor Rate Margin</u>	<u>Applicable Revolving Credit Loan Base Rate Margin</u>	<u>Applicable Term Loan Base Rate Margin</u>	<u>Applicable L/C Fee Percentage</u>
I	< 1.25 to 1.0	1.25%	2.50%	0.25%	1.50%	1.25%
II	³ 1.25 to 1.0 £ 2.25 to 1.0	1.50%	2.75%	0.50%	1.75%	1.50%
III	> 2.25 to 1.0	1.75%	3.00%	0.75%	2.00%	1.75%

Subject to the terms and conditions of this Agreement, in the event that the Borrowers fail to deliver any compliance certificate in a timely manner in accordance with Section 5.01(c) hereof, the Applicable Libor Rate Margin, the Applicable Base Rate Margin and the Applicable L/C Fee Percentage shall, from and after the date such compliance certificate was required to be delivered pursuant to Section 5.01(c), be the amount corresponding to Tier III until the delivery of such Compliance Certificate.

If any financial statement or certificate delivered pursuant to Article V is shown to be inaccurate (regardless of whether this Agreement is in effect when such inaccuracy is discovered), and such inaccuracy, if corrected, would have led to the application of a higher Applicable Base Rate Margin, Applicable Libor Rate Margin or Applicable L/C Fee Percentage for any period (such period, the "Applicable Period"), than the Applicable Base Rate Margin, Applicable Libor Rate Margin or Applicable L/C Fee Percentage, as applicable, actually applied to such Applicable Period, then, upon the written request of the Bank, such margin or percentage shall be determined in accordance with the correct financial information for such Applicable Period and the Borrowers shall immediately pay to the Bank any accrued additional interest and fees owing as a result of such increased margin or percentage for such Applicable Period, which payment shall be applied promptly by the Bank in accordance with the terms of this Agreement. This paragraph shall not limit the rights of the Bank with respect to Article V or to charge additional interest pursuant to Section 2.03(d).

15. Section 2.03(b) of the Loan Agreement is hereby amended by deleting each reference to “Converted Term Loan Expiry Date” contained therein in its entirety and in its stead, in each case, inserting a reference to “Term Loan Expiry Date”.

16. Sections 2.04(a) and (b) of the Loan Agreement are hereby deleted in their entirety and in their stead is inserted the following:

(a) A non-refundable commitment fee, on or before the First Amendment Closing Date, in the amount of Sixty Thousand and 00/100 Dollars (\$60,000.00).

(b) A facility fee on an amount equal to the sum of the unused portion of (i) the Revolving Credit Facility Commitment Amount during the period from the First Amendment Closing Date to the Expiration Date (the “Facility Fee Amount”), payable monthly in arrears, beginning on July 1, 2015 and continuing on the first (1st) day of each calendar month and on the Expiration Date (the “Facility Fee”). The Facility Fee shall be equal to the amount by which the Facility Fee Amount has exceeded the average daily closing principal balance of the Revolving Credit Loans on each such day during the preceding calendar month, multiplied by one fifth of one percent (0.20%), multiplied by a fraction, the numerated of which is the actual number of days in such month and the denominator of which is three hundred sixty (360); and

17. Section 2.07 of the Loan Agreement is hereby amended by deleting the reference to “Senior Leverage Ratio” contained therein in its entirety and in its stead inserting a reference to “Leverage Ratio”.

18. Section 3.16 of the Loan Agreement is hereby deleted in its entirety and in its stead is inserted the following:

3.16 Use of Proceeds.

The Borrowers (or MHI with respect to subsection (a)(iv) hereof) shall use (a) the proceeds of the Revolving Credit Loans (i) for working capital and general corporate purposes, (ii) for issuance of standby letters of credit, (iii) to facilitate the Hudson Acquisition and other Acquisitions permitted pursuant to Section 6.12(b) and (iv) to facilitate Stock Repurchases and (b) the proceeds of the Term Loan to facilitate the Hudson Acquisition.

19. Section 4.07 of the Loan Agreement is hereby deleted in its entirety and in its stead is inserted the following:

4.07 [Reserved].

20. Section 5.17(b) of the Loan Agreement is hereby deleted in its entirety and in its stead is inserted the following:

(b) [Reserved].

21. Section 5.17(c) of the Loan Agreement is hereby deleted in its entirety and in its stead is inserted the following:

(c) Fixed Charge Coverage Ratio. The Borrowers shall not permit the Fixed Charge Coverage Ratio to be less than 1.25 to 1.0, calculated as of the end of each Fiscal Quarter for the period equal to the four (4) consecutive Fiscal Quarters then ending.

22. Section 6.05 of the Loan Agreement is hereby amended by deleting the reference to “, Acquisitions and Converted Term Loan Acquisitions” contained therein in its entirety.

23. Section 6.12 of the Loan Agreement is hereby deleted in its entirety and in its stead is inserted the following:

6.12 Stock Repurchases and Acquisitions.

No Borrower or any Subsidiary of a Borrower shall make any Stock Repurchase or Acquisition, except to the extent that (i) no Event of Default or Potential Default exists prior thereto and no Event of Default or Potential Default shall occur or exist as a result thereof, and (ii) each of the following additional conditions, as applicable, are satisfied:

(a) for Stock Repurchases, immediately after giving effect to such Stock Repurchase (x) MHI and its Subsidiaries are, and shall continue to be, in compliance with all financial covenants set forth in Section 5.17 hereof and (y) Undrawn Availability shall not be less than Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00); and

(b) for Acquisitions (other than the Hudson Acquisition), such Acquisition shall be subject to the Bank’s prior written consent and on terms and conditions satisfactory to Bank.

24. Schedules 3.06, 3.11 and 3.24 to the Loan Agreement are hereby deleted in their entirety and in their stead, respectively, are inserted Schedules 3.06, 3.11 and 3.24 attached hereto, collectively, as Exhibit B.

25. Exhibit 2.02(c) to the Loan Agreement is hereby deleted in its entirety and in its stead is inserted Exhibit 2.02(c) to the Loan Agreement attached hereto as Exhibit C and made part hereof.

26. Exhibit 5.01(c) to the Loan Agreement is hereby deleted in its entirety and in its stead is inserted Exhibit 5.01(c) to the Loan Agreement attached hereto as Exhibit D and made part hereof.

27. All Exhibits to the Security Agreement are hereby deleted in their entirety and in their stead is inserted the Exhibits to the Security Agreement attached hereto as Exhibit E and made part hereof.

28. Joinder of Mastech Resourcing, Inc.

(a) Mastech Resourcing, Inc., a Pennsylvania corporation (“**New Borrower**”) is a subsidiary of a Loan Party that was created subsequent to the Closing Date. Effective as of the date hereof, New Borrower shall: (i) become a party to the Loan Agreement and the other Loan Documents to which the Borrowers are a party (collectively, the “**Joinder Documents**”); and (ii) assume the obligations of a Borrower thereunder pursuant to the terms and conditions of this Joinder. In consideration of the Debt and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by New Borrower, and in order to induce the Bank to continue to make Loans under the Loan Agreement, New Borrower, intending to be legally bound, hereby covenants and agrees that effective as of the date hereof, it hereby is, and shall be deemed to be, a Borrower under the Loan Agreement and the other Joinder Documents as if it were an original signatory thereto as and when the Loan Agreement and such other Joinder Documents were first executed and delivered, and agrees that from the date hereof and so long as any loan commitment of the Bank shall remain outstanding and until the payment in full of the Debt and the performance of all other obligations of the Borrowers under the Loan Agreement and the other Loan Documents, New Borrower has assumed the obligations of a Borrower under each of the Joinder Documents, and New Borrower shall perform, comply with and be subject to and bound by, jointly and severally, each of the terms, provisions and waivers of the Loan Agreement and each of the other Joinder Documents and any other documents which are stated to apply to or are made by a Borrower. Without limiting the generality of the foregoing, New Borrower hereby represents and warrants that (i) each of the representations and warranties set forth in Article III of the Loan Agreement is true and correct as to New Borrower on and as of the date hereof as if made on and as of the date hereof by New Borrower (except representations and warranties which relate solely to an earlier date or time which representations and warranties shall be true and correct on and as of the specific date or times referred to in said representations and warranties) and (ii) New Borrower has heretofore received a true and correct copy of

the Loan Agreement and each of the other Loan Documents (including any modifications thereof or supplements or waivers thereto) as in effect on the date hereof.

(b) When executed and delivered, this First Amendment may be attached to each of the Joinder Documents as evidence of the joinder of the undersigned in and to each such Joinder Document.

(c) New Borrower hereby makes, affirms, and ratifies in favor of the Bank, the Loan Agreement and each of the other Joinder Documents given by the Borrowers to the Bank.

(d) In furtherance of the foregoing, New Borrower shall execute and deliver or cause to be executed and delivered at any time and from time to time such further instruments and documents and do or cause to be done such further acts as may be reasonably necessary or proper in the opinion of the Bank to carry out more effectively the provisions and purposes of the joinder pursuant to this First Amendment and the other Loan Documents.

29. The provisions of Sections 2 through 28 of this First Amendment shall not become effective until the Bank has received the following, each in form and substance acceptable to the Bank:

(a) this First Amendment, duly executed by the Borrowers and the Bank;

(b) the documents and conditions listed in the Preliminary Closing Agenda set forth on Exhibit A attached hereto and made a part hereof;

(c) payment of all fees and expenses owed to the Bank and its counsel in connection with this First Amendment; and

(d) such other documents as may be reasonably requested by the Bank.

30. The Loan Parties hereby reconfirm and reaffirm all representations and warranties, agreements and covenants made by and pursuant to the terms and conditions of the Loan Agreement and the other Loan Documents, except as such representations and warranties, agreements and covenants may have heretofore been amended, modified or waived in writing in accordance with the Loan Agreement. This First Amendment shall, in no way, be deemed as a novation of the terms of the Loan Agreement or any of the other Loan Documents.

31. The Loan Parties acknowledge and agree that each and every document, instrument or agreement which at any time has secured payment of the Debt including, but not limited to, the Security Agreement, the Patent and Trademark Security Agreement and the Stock Pledge Agreements, continue to secure prompt payment when due of the Debt.

32. The Loan Parties hereby represent and warrant to the Bank that (i) the Loan Parties have the legal power and authority to execute and deliver this First Amendment; (ii) the officers of the Loan Parties executing this First Amendment have been duly authorized to execute and deliver the same and bind the Loan Parties with respect to the provisions hereof; (iii) the execution and delivery hereof by the Loan Parties and the performance and observance by the Loan Parties of the provisions hereof and of the Loan Agreement and all documents executed or to be executed therewith, do not violate or conflict with the organizational documents of the Loan Parties or any law applicable to the Loan Parties or result in a breach of any provision of or constitute a default under any other agreement, instrument or document binding upon or enforceable against the Loan Parties and (iv) this First Amendment, the Loan Agreement and the documents executed or to be executed by the Loan Parties in connection herewith or therewith constitute valid and binding obligations of the Loan Parties in every respect, enforceable in accordance with their respective terms.

33. The Loan Parties represent and warrant that (i) no Event of Default exists under the Loan Agreement, nor will any occur as a result of the execution and delivery of this First Amendment or the performance or observance of any provision hereof; and (ii) they presently have no claims or actions of any kind at law or in equity against the Bank arising out of or in any way relating to the Loan Agreement or the other Loan Documents.

34. Each reference to the Loan Agreement that is made in the Loan Agreement or any other document executed or to be executed in connection therewith shall hereafter be construed as a reference to the Loan Agreement as amended hereby.

35. The agreements contained in this First Amendment are limited to the specific agreements made herein. Except as amended hereby, all of the terms and conditions of the Loan Agreement shall remain in full force and effect. This First Amendment amends the Loan Agreement and is not a novation thereof.

36. This First Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this First Amendment by telecopy or e-mail shall be effective as delivery of a manually executed counterpart of this First Amendment.

37. This First Amendment shall be governed by, and shall be construed and enforced in accordance with, the Laws of the Commonwealth of Pennsylvania without regard to the principles or the conflicts thereof. Each of the parties hereto hereby consent to the jurisdiction and venue of any federal or state court located in the Allegheny County, Pennsylvania with respect to any suit arising out of or mentioning this First Amendment and hereby waives any right to which it may be entitled on account of place of residence or domicile.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto, have caused this First Amendment to be duly executed by their duly authorized officers on the day and year first above written, as a document under seal.

BORROWERS:

WITNESS:

/s/ Jennifer F. Lacey _____

MASTECH HOLDINGS, INC., a Pennsylvania corporation

By: /s/ D. Kevin Horner _____ (SEAL)
Name: D. Kevin Horner
Title: President and CEO

WITNESS:

/s/ Jennifer F. Lacey _____

MASTECH, INC., a Pennsylvania corporation

By: /s/ D. Kevin Horner _____ (SEAL)
Name: D. Kevin Horner
Title: President and CEO

WITNESS:

/s/ Jennifer F. Lacey _____

MASTECH ALLIANCE, INC., a Pennsylvania corporation

By: /s/ D. Kevin Horner _____ (SEAL)
Name: D. Kevin Horner
Title: President and CEO

WITNESS:

/s/ Jennifer F. Lacey _____

MASTECH TRADEMARK SYSTEMS, INC., a Delaware corporation

By: /s/ D. Kevin Horner _____ (SEAL)
Name: D. Kevin Horner
Title: President and CEO

WITNESS:

MASTECH RESOURCING, INC., a Pennsylvania corporation

/s/ Jennifer F. Lacey

By: /s/ D. Kevin Horner

(SEAL)

Name: D. Kevin Horner

Title: President and CEO

BANK:

PNC BANK, NATIONAL ASSOCIATION

By: /s/ Scott D. Colcombe

Name: Scott D. Colcombe

Title: Senior Vice President

SECOND AMENDED AND RESTATED STOCK PLEDGE AGREEMENT

Second Amended and Restated Stock Pledge Agreement, dated June 15, 2015, is made by Mastech Holdings, Inc., a Pennsylvania corporation (the "Pledgor"), in favor of PNC Bank, National Association (the "Bank") ("Pledge Agreement").

WITNESSETH:

WHEREAS, the Pledgor, Mastech, Inc., a Pennsylvania corporation ("MI"), Mastech Alliance, Inc., a Pennsylvania corporation ("MAI"), Mastech Trademark Systems, Inc., a Delaware corporation ("MTSI"), Mastech Resourcing, Inc., a Pennsylvania corporation ("MRI") (the Pledgor, MI, MAI, MTSI and MRI are each, a "Borrower" and collectively, the "Borrowers"), and the Bank have entered into that certain Second Amended and Restated Loan Agreement (as may be further amended, restated, modified or supplemented from time to time, the "Loan Agreement"), dated July 11, 2014, which is incorporated by reference thereto, pursuant to which the Borrowers and the Bank agreed, among other things, that the Bank shall extend credit to the Borrowers as set forth in the Loan Agreement; and

WHEREAS, it is a condition precedent to the obligations of the Bank under the Loan Agreement, among others, that the Pledgor create a security interest in and pledge all of its issued and outstanding capital stock in MI, MAI, MTSI and MRI (each, a "Corporation" and collectively, the "Corporations") to the Bank under the terms and conditions set forth herein; and

WHEREAS, in consideration of the Debt (as defined in the Loan Agreement), the Pledgor has agreed to create such a security interest and pledge all of its capital stock in the Corporations to the Bank under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and in order to induce the Bank to enter into the Loan Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Pledgor hereby agrees with the Bank as follows:

1. Defined Terms. The recitals set forth above are hereby incorporated by reference. Unless otherwise defined herein, terms defined in the Loan Agreement shall have such defined meanings when used herein.

2. Pledge. The Pledgor hereby pledges to the Bank its right, title and interest in and to all of the issued and outstanding capital stock of the Corporations owned by it, as described on Exhibit A attached hereto and made a part hereof (which Exhibit shall be and shall be deemed to be updated upon the issuance of any additional such capital stock), now or hereinafter acquired (the "Pledged Stock"), and hereby grants to the Bank a first Lien on its right, title and interest in and to the Pledged Stock, the interest thereon and all products, proceeds, substitutions, additions, dividends and other distributions in respect thereof, and all books, records, and papers relating to the foregoing (all of which are referred to herein as the "Collateral") as collateral security for the prompt and complete payment when due of all Debt. The share certificates, collectively representing all of the Pledged Stock in the Corporations now or hereinafter acquired, together

with a stock transfer power with respect to each share certificate, duly signed in blank by the Pledgor, as transferor, shall be delivered by the Pledgor to the Bank contemporaneously with the execution of this Pledge Agreement and with each acquisition of additional capital stock shares of the Corporations by the Pledgor.

3. Rights of the Pledgor. Prior to the occurrence of an Event of Default under the Loan Agreement or any of the other Loan Documents, the Pledgor shall have all voting and other rights, powers, privileges and preferences pertaining to the Collateral, subject to the terms of this Pledge Agreement, and the Bank shall not be entitled to any of such rights by reason of its possession of the Pledged Stock.

4. Covenants of the Pledgor. The Pledgor agrees that it will not (i) sell, assign (by operation of Law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Collateral, (ii) create or permit to exist any Lien, option or other charge or encumbrance upon or with respect to any of the Collateral, except for the Lien under this Pledge Agreement and Liens permitted pursuant to the Loan Agreement, (iii) file any affidavit for replacement of lost stock certificates, or (iv) vote the Collateral in favor of or consent to any resolution which might result in any restrictions upon the sale, transfer or disposition of the Collateral. The Pledgor further agrees that it will take all actions necessary to cause each Corporation not to issue any stock or other securities in addition to or in substitution for the Collateral or exercise any right with respect to the Collateral, which would adversely affect the Bank's rights in the Collateral. The Pledgor further agrees to execute all such instruments, documents, and papers, and will do all such acts as the Bank may reasonably request from time to time to carry into effect the provisions and intent of this Pledge Agreement, including, without limitation, the execution of stop transfer orders, stock powers and other instruments of assignment executed in blank, and will do all such other acts as the Bank may reasonably request with respect to the perfection and protection of the Lien granted herein and the assignment effected hereby.

5. Release of Collateral. Subject to any sale or other disposition by the Bank of the Collateral in accordance with the terms hereof, within thirty (30) days following payment in full and the satisfaction of all of the Debt, this Pledge Agreement shall terminate, the Bank shall, if applicable, file UCC-3 financing statements to release the Liens granted hereunder and the Collateral shall be returned to the Pledgor.

6. Rights of the Bank. If an Event of Default has occurred and is continuing, the Bank may thereafter, without notice, exercise all rights, privileges or options pertaining to any Collateral as if it were the absolute owner thereof, upon such terms and conditions as it may determine, all without liability except to account for property actually received by it, but the Bank shall have no duty to exercise any of the aforesaid rights, privileges or options and shall not be responsible for any failure to do so or delay in so doing.

7. Remedies. If an Event of Default has occurred and is continuing and in the event that any portion of the Debt becomes due and payable, the Bank, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon the Pledgor or any other Person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof in

accordance with applicable Law, and/or may forthwith sell, assign, give an option or options to purchase, contract to sell or otherwise dispose of and deliver said Collateral, or any part thereof, in one or more parcels at public or private sale or sales, at any exchange, broker's board or at any of the Bank's offices or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk, with the right of the Bank upon any such sale or sales, public or private, to purchase the whole or any part of said collateral so sold, free of any right of equity of redemption in the Pledgor, which right or equity is hereby expressly waived or released. The Bank shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care, safekeeping or otherwise of any and all of the Collateral or in any way relating to the rights of the Bank hereunder, including reasonable attorneys' fees and legal expenses, to the payment in whole or in part of the Debt in such order as the Bank may elect, the Pledgor remaining liable for any deficiency remaining unpaid after such application, and only after the application of such net proceeds and after the payment by the Bank of any other amount required by any provision of Law, need the Bank account for the surplus, if any, to the Pledgor. The Pledgor agrees that the Bank shall give at least ten (10) days' notice of the time and place of any public sale or of the time after which a private sale or other intended disposition is to take place and that such notification is reasonable notification of such matters. No notification need be given to the Pledgor if it has signed after default a statement renouncing or modifying any right to notification of sale or other intended disposition. In addition to the rights and remedies granted to it in this Pledge Agreement and in any other instrument or agreement securing, evidencing or relating to any of the Debt, the Bank shall have all the rights and remedies of a secured party under the UCC or other applicable Laws. The Pledgor shall be liable for the deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay all amounts to which the Bank is entitled, and the reasonable fees of any attorneys employed by the Bank to collect such deficiency.

8. Representations, Warranties and Covenants of the Pledgor. The Pledgor represents and warrants that: (a) it has, and on the date of delivery to the Bank of any Collateral will have, good and marketable title to the Collateral and full power, authority and legal right to pledge all of its right, title and interest in and to the Collateral pursuant to this Pledge Agreement; (b) this Pledge Agreement has been duly executed and delivered by the Pledgor and constitutes a legal, valid and binding obligation of the Pledgor enforceable in accordance with its terms; (c) no consent of any other party (including, without limitation, creditors of the Pledgor) and no consent, license, permit, approval or authorization of, exemption by, notice or report to or registration, filing or declaration with, any governmental authority, domestic or foreign, is required to be obtained by the Pledgor in connection with the execution, delivery or performance of this Pledge Agreement which has not been obtained; (d) the execution, delivery and performance of this Pledge Agreement will not violate any provision of any applicable Law, or of the articles of incorporation, by-laws or any shareholders agreement of the Pledgor or any Corporation or of any mortgage, indenture, lease, contract or other agreement, instrument or undertaking to which either the Pledgor or any Corporation is a party or which purports to be binding upon the Pledgor or any Corporation or upon any of their respective assets and will not result in the creation or imposition of any Lien on any of the assets of the Pledgor except as contemplated by this Pledge Agreement; (e) there are no restrictions on the transferability of the Collateral to the Bank or with respect to the foreclosure and transfer thereof by the Bank or, if

there are any such restrictions, any and all restrictions on such transferability have been duly waived with respect to this assignment, transfer, pledge, and grant of a security interest to the Bank and with respect to the foreclosure and transfer thereof by the Bank (or any necessary consents have been obtained); and (f) the pledge, assignment and delivery of such Collateral pursuant to this Pledge Agreement will create a valid first Lien on all right, title and interest of the Pledgor in or to such Collateral, and the proceeds thereof, subject to no prior Lien or to any agreement purporting to grant to any third party a Lien in the property or assets of the Pledgor which would include the Collateral other than Liens permitted under the Loan Agreement. The Collateral is fully paid and nonassessable. The Pledgor covenants and agrees that it will defend the Bank's right, title and Lien on the Collateral and the proceeds thereof against the claims and demands of all Persons whomsoever; and covenants and agrees that it will have like title to and the right to pledge any other property at any time hereafter pledged to the Bank as collateral hereunder and will likewise defend the Bank's right thereto and Lien thereon.

9. No Disposition, Etc. The Pledgor agrees that it will not sell, assign, transfer, exchange or otherwise dispose of, or grant any option with respect to, the Collateral, nor will it create, incur or permit to exist any Lien with respect to any of the Collateral, or any interest therein, or any proceeds thereof, except for the Lien provided for by this Pledge Agreement and Liens permitted under the Loan Agreement.

10. Sale of Collateral. (a) The Pledgor recognizes that the Bank may be unable to effect a public sale of any or all of the Collateral by reason of certain prohibitions contained in the Securities Act of 1933, as amended, and applicable state or foreign securities Laws, but may be compelled to resort to one or more private sales thereof to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. The Pledgor acknowledges and agrees that any such private sale may result in prices and other terms less favorable to the seller than if such sale were a public sale and, notwithstanding such circumstances, agrees that such private sale shall be deemed to have been made in a commercially reasonable manner. The Bank shall be under no obligation to delay a sale of any of the Collateral for the period of time necessary to permit the Pledgor to register such securities for public sale under the Securities Act, or under applicable state or foreign securities Laws, even if the Pledgor would agree to do so.

(b) The Pledgor further agrees to do or cause to be done all such other acts and things as may be necessary to make such sale or sale of any portion or all of the Collateral valid and binding and in compliance with any and all applicable Laws of any Official Body having jurisdiction over any such sale or sales, all at the Pledgor's expense. The Pledgor further agrees that a breach of any of the covenants contained in this paragraph 10 will cause irreparable injury to the Bank, that the Bank has no adequate remedy at Law in respect of such breach and, as a consequence, agrees that each and every covenant contained in this paragraph shall be specifically enforceable against the Pledgor and the Pledgor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants.

11. Waivers by the Pledgor.

(a) The Pledgor (i) waives presentment, demand, notice and protest with respect to the Collateral; (ii) waives any delay on the part of the Bank without notice to or consent from the Pledgor; (iii) waives the right to notice and/or hearing prior to the Bank's exercising of the Bank's rights and remedies hereunder upon the occurrence of an event which would constitute a default hereunder or under the Loan Agreement; (iv) waives any right to require the Bank to marshal the Collateral with other collateral which secures the Pledgor's obligations and any similar right to which the Pledgor is or may become entitled; and (v) waives any right of subrogation, reimbursement, contribution and any similar rights against any Corporation until the Debt is paid and satisfied in full and the Loan Agreement has been terminated.

(b) The Bank shall have no duty as to the collection or protection of the Collateral or any income or distribution thereon, beyond the safe custody of such of the Collateral as may come into the possession of the Bank and shall have no duty as to the preservation of rights against prior parties or any other rights pertaining thereto. The Bank's rights and remedies may be exercised without resort or regard to any other source of satisfaction of the Debt. In no event shall the Bank have any liability to the Pledgor or otherwise hereunder except for liability arising out of the gross negligence or actual bad faith of the Bank.

12. Financial Statements of MI and MAI. The Bank hereby (a) acknowledges that it has reviewed Section 7.1 of the bylaws of each of MI and MAI, (b) agrees to be bound by the provisions of Section 7.1 of such bylaws and (c) waives the requirements of Section 1554 of the Pennsylvania Business Corporation Law of 1988, as amended, with respect to MI and MAI. This Section 12 shall not in any way restrict or limit the Bank's rights to receive consolidated financial statements of Pledgor pursuant to the Loan Agreement.

13. Further Assurances. The Pledgor agrees that at any time and from time to time upon the written request of the Bank, the Pledgor will execute and deliver such further documents and do such further acts and things as the Bank may reasonably request in order to effect the purposes of this Pledge Agreement.

14. Severability. Any provision of this Pledge Agreement, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

15. No Waiver; Cumulative Remedies. The Bank shall not, by any act, delay, omission or otherwise, be deemed to have waived any of its rights or remedies hereunder and no waiver shall be valid unless in writing, signed by the Bank, and then only to the extent therein set forth. A waiver by the Bank of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy, which the Bank would otherwise have on any future occasion. No failure to exercise nor any delay in exercising on the part of the Bank, any right, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof

or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights or remedies provided by Law.

16. Binding Effect. This Pledge Agreement and all obligations of the Pledgor hereunder shall be binding upon the respective successors and assigns of the Pledgor, and shall, together with the rights and remedies of the Bank hereunder, inure to the benefit of the Bank and its respective successors and assigns. This Pledge Agreement shall be governed by, and construed and interpreted in accordance with, the Laws of the Commonwealth of Pennsylvania.

17. THE PLEDGOR HEREBY, WAIVES ANY PRESENT OR FUTURE RIGHT TO A TRIAL BY JURY OF ANY CASE OR CONTROVERSY IN WHICH IT IS OR BECOMES A PARTY (WHETHER SUCH CASE OR CONTROVERSY IS INITIATED BY OR AGAINST IT OR IN WHICH IT IS JOINED AS A PARTY LITIGANT), WHICH CASE OR CONTROVERSY ARISES OUT OF, OR IS IN RESPECT TO, ANY RELATIONSHIP AMONGST OR BETWEEN THE CORPORATION, THE PLEDGOR AND/OR THE BANK.

18. This Pledge Agreement amends and restates that certain First Amended and Restated Stock Pledge Agreement, dated August 31, 2011, executed by the Pledgor in favor of the Bank (the "Existing Stock Pledge Agreement"). This Pledge Agreement is issued in substitution for the Existing Stock Pledge Agreement and is not a novation thereof.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Pledgor has caused this Pledge Agreement to be duly executed and delivered the day and year first written above as a document under seal.

WITNESS:

Mastech Holdings, Inc.,
a Pennsylvania corporation

/s/ Jennifer F. Lacey

By: /s/ D. Kevin Horner (SEAL)
Name: D. Kevin Horner
Title: President and CEO

EXHIBIT A

PLEDGOR'S SHARES

Corporation	Percentage Owned by Pledgor
Mastech, Inc., a Pennsylvania corporation	100%
Mastech Alliance, Inc., a Pennsylvania corporation	100%
Mastech Trademark Systems, Inc., a Delaware corporation	100%
Mastech Resources, Inc., a Pennsylvania corporation	100%

TRANSFER POWER

FOR VALUE RECEIVED, Mastech Holdings, Inc., a Pennsylvania corporation (the "Company"), hereby sells, assigns and transfers unto _____, a(n) _____, _____ shares of common stock of Mastech Resourcing, Inc., a Pennsylvania corporation, standing in the name of the Company on the books of said corporation and represented by Share Certificates _____ and does hereby irrevocably constitute and appoint _____ as its attorney-in-fact, to transfer said shares on the books of said corporation with full power of substitution in the premises.

Dated: _____,

Mastech Holdings, Inc.,
a Pennsylvania corporation

By: _____ (SEAL)
Name: D. Kevin Horner
Title: President and CEO



FOR IMMEDIATE RELEASE:

Mastech Holdings, Inc. Announces the Closing of Hudson Global's U.S. IT Staffing Acquisition:

PITTSBURGH, PA – June 16, 2015 - Mastech Holdings, Inc. (NYSE MKT: MHH), a national provider of Information Technology staffing services, announced today the completion of its previously announced agreement to acquire Hudson Global's U.S. IT staffing business. The planned acquisition was announced on May 11, 2015, subject to customary closing conditions.

As previously disclosed, the financial terms of the acquisition included a \$17 million cash purchase price paid at closing, with the seller retaining working capital. The cash purchase price was paid with a combination of cash balances on hand and borrowings under the Company's existing credit facility. Mastech expects the transaction to be immediately accretive to earnings.

Commenting on the acquisition, Kevin Horner, Mastech's Chief Executive Officer, stated, "After several months of working towards a successful closing with the Hudson IT team, I am more excited than ever about the long-term potential of our combined company. Given Hudson's impressive stable of direct retail clients and talented sales and recruitment team, I'm confident that this transaction will prove to be a rewarding experience for our shareholders, our collective clients and our employees as well."

Raptor Partners LLC acted as Company's financial advisor on the transaction and Pepper Hamilton LLP acted as its legal advisor.

About Mastech Holdings, Inc.:

Leveraging the power of 29 years of IT experience, Mastech (NYSE MKT: MHH) provides Information Technology Staffing services in the disciplines which drive today's business operations. More information about Mastech can be found at Mastech's website: www.mastech.com.

Forward-Looking Statements:

Certain statements contained in this release are forward-looking statements based on management's expectations, estimates, projections and assumptions. Words such as "expects," "anticipates," "plans," "believes," "scheduled," "estimates" and variations of these words and similar expressions are intended to identify forward-looking statements, which include but are not limited to (i) projections of revenues, earnings, and cash flow, and (ii) the expected benefits to Mastech from completing the acquisition and the expected performance of Mastech following the acquisition. These statements are based on information currently available to the Company and it assumes no obligation to update the forward-looking statements as circumstances change. These statements are not guarantees of future performance and involve certain risks and uncertainties, which are difficult to predict. Therefore, actual future results and trends may differ materially from what is forecast in forward-looking statements due to a variety of factors, including, without limitation, the level of market demand for its services, the highly competitive market for the types of services offered by the Company, the impact of competitive factors on profit margins, market conditions that could cause the Company's customers to reduce their spending for its services, and the Company's ability to create, acquire and build new lines of business, to attract and retain qualified personnel, reduce costs and conserve cash, and other risks that are described in more detail in the Company's filings with the Securities and Exchange Commission including its Form 10-K for the year ended December 31, 2014.



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For more information, contact:

Donna Kijowski

Manager, Investor Relations

Mastech Holdings, Inc.

888.330.5497