

FORM PTO-1618A
Expires 06/30/99
CMB 0651-0037

12-14-1999

U.S. Department of Commerce
Patents and Trademark Office
TRADEMARK



101192202

MAD
12/10/99

AMENDED RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

Conveyance Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name M.A.C.R.O. Systems, Inc.

Execution Date
Month Day Year
07301999

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization Washington

Receiving Party

Mark if additional names of receiving parties attached

Name Imperial Bank

OBA/AKATA

Composed of

Address (line 1) 701 B Street

Address (line 2) Suite 600

Address (line 3) San Diego

CA

92101

- Individual General Partnership Limited Partnership Corporation Association

Other California Banking Corporation

Citizenship/State of Incorporation/Organization California

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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Charge Fee
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Please furnish reporting for our collection of information as outlined in average approximately 30 minutes per Cover Sheet to be prepared, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20501 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0037), Washington, D.C. 20503. See OMB information collection burden estimate 0651-0037, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box 666666, Washington, D.C. 20506

TRADEMARK
REEL: 001969 FRAME: 0031

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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Conveyance Type

- Assignment License
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Effective Date
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- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

ATTN ADDRESS

Enter for the receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/610,409"/>	<input type="text" value="75/610,994"/>	<input type="text" value="pending"/>	<input type="text" value="2,064,784"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/610/411"/>	<input type="text" value="pending"/>	<input type="text" value="pending"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/610,995"/>	<input type="text" value="pending"/>	<input type="text" value="pending"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

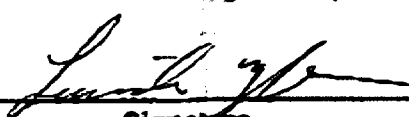
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

LUCINDA Y. QUAN



Name of Person Signing Signature Date Signed

FORM PTO-1618A
Expires 12/31/99
OMB 2651-0027

08-20-1999

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101121929

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type 8-10-99

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Change of Name

Other _____

Effective Date
Month _____ Day _____ Year _____

Conveying Party Mark if additional names of conveying parties attached

Name High Technology Solutions, Inc. Execution Date
Month _____ Day _____ Year 07 30 1999

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party Mark if additional names of receiving parties attached

Name Imperial Bank

DBA/KA/TA _____

Composed of _____

Address (line 1) 701 B Street

Address (line 2) Suite 600

Address (line 3) San Diego CA 92101

Individual General Partnership Limited Partnership Corporation Association

Other California Banking Corporation

Citizenship/State of Incorporation/Organization California

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FC-481 49.00 CH
FC-482 250.00 CH

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290E

Please observe reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20521 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (2651-0027), Washington, D.C. 20503. See OMB Information Collection Burden Package 2651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to
Commissioner of Patents and Trademarks
TRADEMARK
REEL: 001969 FRAME: 0034

Representative Name and Address

Enter for the first Receiving Party only.

NAME Sean Collin

Address (line 1) Luce, Forward, Hamilton & Scripps, LLP

Address (line 2) 600 West Broadway,

Address (line 3) Suite 2600

Address (line 4) San Diego, CA 92101

Correspondent Name and Address Area Code and Telephone Number 619/533-7386

Name Sean Collin

Address (line 1) Luce, Forward, Hamilton & Scripps, LLP

Address (line 2) 600 West Broadway

Address (line 3) Suite 2600

Address (line 4) San Diego, CA 92101

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 13

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<u>75/610,409</u>	<u>75/610,994</u>	<u>pending</u>	<u>2,064,784</u>		
<u>75/610/411</u>	<u>pending</u>	<u>pending</u>			
<u>75/610,995</u>	<u>pending</u>	<u>pending</u>			

Number of Properties Enter the total number of properties involved. # 11

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 290.00

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 50-0886

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Sean L. Collin  April 6, 1999

Name of Person Signing Signature Date Signed

MORTGAGE, ASSIGNMENT AND GRANT OF SECURITY INTEREST WITH RESPECT TO PATENTS, TRADEMARKS, COPYRIGHTS, AND OTHER COLLATERAL

THIS AGREEMENT, is made as of the 7th day of June, 1999 by and between High Technology Solutions, Inc., a Delaware corporation, located at 9965 Chesapeake Drive, Suite 300, San Diego, California (Borrower), and M.A.C.R.O. Systems, Inc., a Washington corporation, located at 9965 Chesapeake Drive, Suite 300, San Diego, California (Borrower), to Imperial Bank, a California corporation, located at 701 B Street, Suite 600, San Diego, California (Bank).

WHEREAS, Borrower and Bank are parties to a certain Credit Agreement, dated January 4, 1999 (together with any and all amendments now or hereafter made thereto, hereinafter called the "Credit Agreement"), which provides for (1) Bank from time to time to extend credit to or for the account of Borrower and (2) the grant by Borrower to Bank of a security interest in certain of Borrower's assets, including, without limitation, its patents, trademarks, service marks, copyrights, trade secrets, other intellectual property and the proceeds derived directly or indirectly therefrom; and

WHEREAS, Bank has required, as a condition to advancing loans to Borrower under the Credit Agreement, that Borrower execute and deliver to Bank this Agreement;

NOW, THEREFORE, in consideration of the promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Bank agree as follows:

1. **Security Interest.** Borrower does hereby irrevocably mortgage, pledge, assign and grant a continuing security interest to Bank and to the Bank's successors and assigns, in all right, title and interest of the Borrower, now owned or hereafter acquired throughout the world, in and to all of the collateral described in Schedule "A" attached hereto and as described elsewhere in this Agreement, including, without limitation, (a) the "Patents", "Trademarks", "Service Marks", "Copyrights", "Trade Secrets", and other Intellectual Property (as such terms are defined in Schedule "A" and elsewhere in this Agreement), and (b) all accounts and accounts receivable generated by such Patents, Trademarks, Service Marks, Copyrights, Trade Secrets, and other Intellectual Property (all of the foregoing collateral is hereinafter severally and collectively defined as the "Collateral"), as security for the payment and performance (whether presently existing or hereafter arising) of any and all indebtedness and obligations of the Borrower to the Bank whether currently existing or hereafter arising (collectively, the "Obligations"). The Obligations include, without limitation, the \$5,000,000 Revolving Line of Credit and the \$3,600,000 Term Loan, both made pursuant to the terms of (i) that certain Credit Agreement dated January 4, 1999 by and between Borrower and Bank, (ii) that certain Amendment to Credit Agreement dated June 7, 1999 by and between Borrower and Bank, (iii) all other agreements and documents between the Borrower and Bank related to such line of Credit and Term Loan now

17. **Further Duties of Borrower.** Until the Obligations are satisfied in full and the Credit Agreement is terminated, Borrower shall not abandon any pending application regarding any of the Collateral or abandoned any registered Collateral, without the prior written consent of Bank, which consent shall not be unreasonably withheld.

18. **Filing.** The security interest in the Collateral granted hereunder shall remain in full force and effect until the Obligations are satisfied in full and the Credit Agreement is terminated. At such time Bank shall, if requested by Borrower, execute and deliver to Borrower, or to a third party upon Borrower's instructions, for filing with the appropriate government entity in the U. S. or elsewhere and in each office in which any financing statement pertaining to the security interest granted hereby may have been filed, (1) documentation in accordance with the rules and regulations of said office, (2) termination statements under the Uniform Commercial Code, and (3) any other documentation reasonably requested by Borrower, all as may be necessary to release Bank's interest in the Collateral, and all at the cost and expense of Borrower.

19. **Choice of Law.** This Agreement shall be construed and enforced pursuant to the laws of the State of California, without giving effect to that State's conflicts or choice of law rules. Borrower and Bank each irrevocably submit to the jurisdiction of the State or Federal Courts located in San Diego, California for any action or proceeding regarding this Agreement.

20. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous understandings or agreements, whether oral or written regarding the subject matter hereof. This Agreement shall be modified or amended only by a writing signed by both Bank and Borrower.

21. **Attorneys Fees.** In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and expenses incurred in addition to any other relief to which it is entitled.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the _____ day of _____, 1999.

IMPERIAL BANK

By: [Signature]

Its: Vice President

HIGH TECHNOLOGY SOLUTIONS, INC.

By: [Signature]

Its: CFO

M.A.C.R.O. SYSTEMS, INC.

By: [Signature]

Its: CFO

Schedule "A"

Markus

Serial No.	Mark/No.	Title & Inventor (s) or Application(s)
75610,902	2,064,704	"GRTFOOD" (with design) Applicant: HTS, Inc.
75610,409		ACCESSORIZER Applicant: Macro Systems, Inc.
75610,411		ACCESSORIZOR Applicant: Macro Systems, Inc.
75610,995		INTERNET ACCESSORIZER Applicant: Macro Systems, Inc.
75610,994		INTERNET ACCESSORIZOR Applicant: Macro Systems, Inc.
Pending number		HEALTH VIEWS Applicant: HTS
Pending number		HEALTH VIEWS Applicant: HTS
Pending number		VIRTUAL DEALERSHIP Applicant: Macro Systems, Inc.
Pending number		VIRTUAL SHOWROOM Applicant: Macro Systems, Inc.
Pending number		VIRTUAL RECRUITER Applicant: HTS
Pending number		COMMUNITY ACCESS PORTAL Applicant: HTS

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